

**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
Charleston, WV 25305-0130



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
DPS0725

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2007				

BID OPENING DATE: **04/17/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATION; OR</p> <p>() 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</p> <p>() 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DPS0725

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2007				

BID OPENING DATE: 04/17/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DPS0725

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2007				

BID OPENING DATE: **04/17/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * 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) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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
DPS0725

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2007				

BID OPENING DATE: **04/17/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				JOHN ABBOTT-----		
RFP. NO.:				DPS0725-----		
BID OPENING DATE:				SEE SCHEDULE IN THE RFP-----		
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 DPS0725 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

REQUEST FOR PROPOSAL
West Virginia State Police
WEB Based Digital Imaging and
Electronic Document Management Solution

PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the West Virginia State Police, hereinafter referred to as "WVSP", to provide a comprehensive Digital Imaging and Electronic Documents Solution.

1.2 Project:

WVSP intends on building a web-based records system that will need to extract images, data and authorization information from the purchased imaging system as well as other systems on site. To facilitate the development of this web-based system, WVSP is looking for an imaging system to house image data rather than routing originals and copies of these items around the departments. All paper and electronic records will be scanned by the WVSP departments.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

John Abbot, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful bidder must register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt. P 8

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original technical and cost
plus (8) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: John Abbott
Req#: DPS0725
Opening Date: 4/17/2007
Opening Time: 1:30 P. M.

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

- 1.9.4.1** Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.
- 1.9.4.2** Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.
- 1.9.4.3** Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.
- 1.9.4.4** Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events: (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.).

Release of the RFP.....	03/05/07
Vendor's Written Questions Submission Deadline.	03/22/07
Mandatory Pre-bid Conference	03/29/07 (1:30 pm)
Addendum Issued	04/07/07
Bid Opening Date	04/17/07
Oral Presentation	05/??/07 (TBA)

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at West Virginia State Police Academy, 135 Academy Drive, Institute, WV. Said conference will be held at the PDC Building Classroom 3. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

1.18 Affidavit:

West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 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 the parties to 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 RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 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; (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 laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State 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 State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall 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.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the

conditions contained in the notice, within the time period contained in the notice, the State shall issue ¹⁴ the Vendor an order to cease and desist any and all work immediately. The State shall 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.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

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 percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points 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. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

2.0 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at 725 Jefferson Road, South Charleston, WV 25309, West Virginia State Police Headquarters.

2.2 Background:

2.2.1 The CIB section of the WVSP is currently storing all records in a paper format in rotating file cabinets. As most of the files are stored permanently we are looking for an easier retrieval system for the records. Listed below is a synopsis of those records.

Volume of Transactions: Yearly

Records per Year: 100,000

Peak (month): 20,000

Pages of Paper Documents per Record: 25

Retention of Transactions:

All records are retained indefinitely

Court Orders can SEAL the record from the system viewing but the record is retained. User must have the ability to view the record if the court order is lifted this can be achieved with use of assigned rights and permissions and also a password.

Staffing:

Full-Time employees: 38

Data entry operations:

38 data entry stations

13 technician stations

Paper Formats:

Business card to legal paper in size

Card stock to tissue paper in weight

Current Database/Server Environment:

Database Management Services: ORACLE 10g

Application Server: ORACLE 10g

Operating System: HP Unix

2.2.2 The Traffic Records section of the WVSP is currently storing all records in a paper format in rotating file cabinets. As most of the files are stored permanently we are looking for an easier retrieval system for the records.

Volume of Transactions: Yearly

Records per Year: 11,000

Peak (month): 2,000
Pages of Paper Documents per Record: 6

Retention of Transactions:

All fatality records are retained indefinitely.
Accident Records are kept for 10 years.
Inspection Records are kept 4 years.

Staffing:

Full-Time employees: 9

Data entry operations:

5 data entry stations
3 technician stations

Paper Formats:

Business card to legal paper in size
Card stock to tissue paper in weight

Current Database/Server Environment:

Database Management Services: Access
Application Server: Access
Operating System: Windows XP

- 2.2.3 The LAB section of the WVSP is currently storing all records in a paper and electronic format. As most of the files are stored permanently we are looking for an easier retrieval system for the records.

Volume of Transactions: Yearly

Records per Year: 50,000
Peak (month): 20,000
Pages of Paper Documents per Record: 125

Retention of Transactions:

All records are retained indefinitely
Court Orders can SEAL the record from the system viewing but the record is retained.

Staffing:

Full-Time employees: 30

Data entry operations:

15 data entry stations
3 technician stations

Paper Formats:

Business card to legal paper in size
Card stock to tissue paper in weight

Current Database/Server Environment:

Database Management Services: ORACLE 8i
Application Server: ORACLE 8i
Operating System: Windows

- 2.2.4 The West Virginia State Police network consists of Gigabit Ethernet, Fast Ethernet, and 17 Ethernet sub-networks. Speeds range from 10M at half-duplex to 1000M full duplex. Several protocols are supported, but the primary protocols of the network are, in order of importance, TCP/IP, and IPX.
- 2.2.5 The WVSP network is remotely connected via frame relay, DSL and cable modem access over VPN for 180 sites throughout the state.

3.0 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

- 3.1.1 The successful vendor must have successfully implemented an imaging system of comparable size and scope to this system for the West Virginia State Police. The software solution proposed must be equal to or greater to the solutions offered by OnBase digital imaging and document management software.
- 3.1.2 The system must have the ability to comply with FERPA guidelines as it relates to electronic records. See <http://www.ed.gov/policy/gen/guid/fpco/ferpa/>
- 3.1.3 The system must have the ability to deal with document anti-forgery mechanisms such as those used on transcripts and checks.
- 3.1.4 The system must have the ability to interface with ORACLE running in a UNIX HP environment.
- 3.1.5 The system must have the ability to interface with MSSQL running in a WINDOWS environment.
- 3.1.6 The system must have the ability to write permanent storage to a CENTERA Drive system with the governance module.
- 3.1.7 The system must interface with the current system in CIB records. This application is in Oracle Forms with an Oracle 10g database. The desired interface will allow the Oracle Forms system to retrieve the records using the index number (SID).
- 3.1.8 It is preferable for the system to utilize a Web compatible image format, either exclusively or in addition to a TIFF formatted image, which are consistent with industry standards.
- 3.1.9 It is preferable for the system to support all currently supported releases of MSSQL.
- 3.1.10 It is preferable for the system to fully integrated components for maximum efficiency and sharing of data and functionality across Divisions.
- 3.1.11 It is preferable for the system to have a secure, easy to use administrative interface.
- 3.1.12 It is preferable for the system to have Clients that are flexible and easily configurable. The scanning clients should be available for Windows platforms.
- 3.1.13 It is preferable for the system to have accessibility over the LAN/WAN network from any location.

- 3.1.14 It is preferable for the system to have full support and maintenance services and user P18 documentation to ensure maximum functionality.
- 3.1.15 It is preferable for the system to be a robust client-server system, with the server using MSSQL on a Windows platform.
- 3.1.16 It is preferable for the system to have flexible and comprehensive user generated reports.
- 3.1.17 It is preferable for the system to have comprehensive security and system administration functions for deploying software capabilities to end users.
- 3.1.18 It is preferable for the system to have the ability to associate the scanned information with previously existing data within ORACLE tables.
- 3.1.19 It is preferable for the system to have the capabilities to OCR scan each document. The system should be capable of allowing indexes to be built from the OCR data.
- 3.1.20 It is preferred that Indexing should allow for documents to be converted into a bulk field. Indexing should allow for documents on established forms to be zone recognized.
- 3.1.21 It is preferable for the system to have the ability to associate existing files (PDF, text, etc) to a record.
- 3.1.22 It is preferable for the system to have an audit trail to capture, at a minimum, user id and date/time stamp for each data insert or update.
- 3.1.23 It is preferable for the system to have the ability to create a minimum of ten index fields. Indexes may include document type, department ID number, permanent ID number, date/time, SID, etc.
- 3.1.24 It is preferable for the system to have the ability to query the WVSP data store (MSSQL, or ORACLE database) to retrieve ID numbers at the time of indexing/batch processing.
- 3.1.25 It is preferable for the system to have the ability to disregard blank pages.
- 3.1.26 It is preferable for the system to have the ability to perform duplex scanning.
- 3.1.27 It is preferable that there be a web-based client interface.

3.2 Scope of Work:

- 3.2.1 Vendor shall provide an overview of network architecture requirements for the system specified.

3.2.2 System

- 3.2.2.1 Provide a detailed overview of the system architecture.
- 3.2.2.2 Discuss the scalability of the system as proposed.
- 3.2.2.3 Describe your beta testing methodology, how it has evolved, and its future direction.

- 3.2.2.4 Describe your Quality Assurance procedures.
- 3.2.2.5 Describe your system notification capabilities.
- 3.2.2.6 Describe your 'near-line', archiving and storage capabilities.
- 3.2.2.7 Describe your permanent storage interface with a CENTERA system with governance.

3.2.3 Security

- 3.2.3.1 Specify security capabilities and levels, including password management and encryption, controlling access to staff functions, audit trails, and encrypted communications.
- 3.2.3.2 List any third party software packages recommended to enhance security.
- 3.2.3.3 Describe types of access: read-only; edit/delete images; add/modify index fields.
- 3.2.3.4 Describe data base permissions for individuals or groups of individuals at document level, section level, type of document (Finger print card, letters , etc.) and groups of documents (department, agency, etc.).
- 3.2.3.5 Describe how your client and server software avoids the SANS top 20 security vulnerabilities for the UNIX and Windows platforms listed at <http://www.sans.org/top20/>.

3.2.4 Authentication and authorization

- 3.2.4.1 Describe how the system authenticates and authorizes users. What, if any, third party products are required or can be utilized for such services?
- 3.2.4.2 Describe a major customer's experience with integration of third party authentication products.
- 3.2.4.3 Describe capabilities for integrating the system with WVSP LDAP and Portal services. Specify versions of LDAP supported.
- 3.2.4.4 Describe capabilities for providing a secure binding process between software and databases.
- 3.2.4.5 Describe how your system interacts with SSL to encrypt traffic between client and server hardware; between scanner hardware and client workstations.
- 3.2.4.6 Describe the user interface and tools for administering the system including whether the imaging system provides a command line interface.

3.2.5 Server Hardware and System Software

- 3.2.5.1 Detail proposed server hardware recommendations, including make, model, specifications, operating system, CPU requirements, recommended and maximum

memory, minimum and recommended disk space etc., sufficient to manage system growth over the next three years or longer. P20

- 3.2.5.2 Specify document capacity (numbers of pages) based on storage availability. (For example, X documents per GB based on an approximate 300,000 images per year *{averaging 150KB per image}*).
- 3.2.5.3 List any additional server platforms supported.
- 3.2.5.4 Specify the version of MSSQL used for the database and the licenses needed under the proposed configuration.
- 3.2.5.5 Specify versions of Operating System supported or recommended for use with MSSQL version and system software version.
- 3.2.5.6 Specify whether back-up software is proprietary or commercial. If proprietary, describe back-up procedures and any options for unattended back-up. If commercial software, list recommended software products.
- 3.2.5.7 Specify the maximum concurrent staff and public clients supported by the proposed hardware under typical and maximum load for each major function.
- 3.2.5.8 Specify redundancy features (e.g., disk mirroring, hot swap, RAID technology) in proposed hardware.
- 3.2.5.9 Specify whether performance management software is part of the proposed system. If proprietary, describe management capabilities; if commercial, list recommended software products.
- 3.2.5.10 Specify whether a contingency system for fail-over is available and advisable, and the costs for such a system.
- 3.2.5.11 Describe system configurations for running on Storage Area Network (SAN) or Network Attached Storage (NAS) devices.
- 3.2.5.12 Describe procedure for writing permanent storage to a CENTERA system.

3.2.6 Server software

- 3.2.6.1 Specify the release of software included in this proposal.
- 3.2.6.2 Describe system performance characteristics. Include response time (as defined by the time elapsed from a keystroke that activates a system function and the instant when the first character of resulting data appears on the screen, excluding such things as banners, headers, or intermediate messages) during peak and normal conditions for http and https web connections. Normal load conditions are defined as periods when 40-75% of the specified numbers of users for each system are performing transactions. Peak load conditions are defined as periods when 76-100% of the specified numbers of users for each system are performing transactions.

- 3.2.6.3** Specify what “backend” databases are supported? Which are recommended? P 21
Describe documentation available, including the database schema.
- 3.2.6.4** Define what you consider acceptable system performance, how it is measured, and how the system hardware and software can be scaled to maintain acceptable performance levels.
- 3.2.6.5** Describe mechanisms to protect against unintentional loss of data and system programs to provide for full data and system program recovery.
- 3.2.6.6** Identify third-party licenses required for implementation and use of the system, including those required for back-up systems, test systems, etc.
- 3.2.6.7** Describe process for determining enhancements that will be made to the application software and give examples of enhancements implemented that have been made to the system as a result of this process.
- 3.2.6.8** Provide a copy of the enhancements under development and the schedule for implementation.
- 3.2.6.9** Provide a copy of the enhancements made in the most recent release and the instructions provided to customers for upgrading.
- 3.2.6.10** Specify whether the contractor or the customer is responsible for installing and maintaining the backend database management software.
- 3.2.6.11** Describe your system’s versioning mechanism.
- 3.2.6.12** Specify typical release schedule of new software versions and of patches for different hardware platforms.
- 3.2.6.13** How long are new releases supported? How are bug fixes and patches released? What is the customer notification and access method?
- 3.2.6.14** Describe a typical process for upgrading your software from one version to the next, including the impact on customer staff time and system downtime.

3.2.7 Client Hardware and Software

- 3.2.7.1** Provide an overview of the client software, including how the software fits into the client-server environment of the system.
- 3.2.7.2** Specify supported browsers and your interface to them, including release numbers.
- 3.2.7.3** Specify any features not implemented by a supported browser.
- 3.2.7.4** Specify licensing requirements for clients.
- 3.2.7.5** Specify software and drivers needed for clients to communicate with the server.

- 3.2.7.6 Describe distribution of upgrades and enhancements to the client, including the frequency of patches and required revisions. P 22
- 3.2.7.7 How long are new releases supported? How are bug fixes and patches released? What is the customer notification and access method?
- 3.2.7.8 Describe a typical process for upgrading your software from one version to the next, including the impact on customer staff time and system downtime.
- 3.2.7.9 Describe search capabilities.
- 3.2.7.10 Describe capabilities to personalize and customize the scanning workstation interface.
- 3.2.7.11 Describe your system's ability to implement customer defined workflow and data flow from one process to another (for example, from applicant status to enrolled status).
- 3.2.7.12 Describe your system's ability to allow input from dedicated scanning workstations as well as proxy scanning from all-in-one low volume copy equipment that allows a designated workstation to batch.
- 3.2.7.13 Describe image filtering techniques that address anti-forgery mechanisms on scanned documents such as transcripts.
- 3.2.7.14 Describe your system's ability to perform duplex scanning, specifically the ability to distinguish blank pages.
- 3.2.7.15 Specify whether client profiles and configurations are maintained on the server or on the workstation, and describe the process for preserving personalized settings through software upgrades.
- 3.2.7.16 Describe minimum and optimum PC workstation requirements.
- 3.2.7.17 Specify recommended scanning devices and interface components for typical desktop workstations.
- 3.2.7.18 Describe any functions not available with a graphical user interface, and any add-on services or software packages.
- 3.2.7.19 Describe capability to perform administrative functions from remote locations (e.g., telecommuting), and the security provisions in place.

3.2.8 Scanning Hardware

- 3.2.8.1 Detail proposed scanning hardware recommendations, specifically for a volume station and an infrequently used station.

3.2.9 System Operations and Other Functions

- 3.2.9.1 Describe support for simplex and duplex scanning.

- 3.2.9.2 Describe support for scanning oversize images with the ability to resize images for ease of viewing and printing. P 23
- 3.2.9.3 Describe rotation of images on screen, including ability to zoom, pan and invert pages.
- 3.2.9.4 Describe support for de-skewing, de-speckling, and de-shading.
- 3.2.9.5 Specify whether the software is able to read hand-printed data.
- 3.2.9.6 Specify OCR conversion average, minimum and optimum accuracy of your system and the factors that affect the accuracy
- 3.2.9.7 Specify whether the software can directly accept faxes as images.
- 3.2.9.8 Specify whether the software can print, fax, or forward documents via email.
- 3.2.9.9 Specify whether the software can integrate with POP, IMAP and MAPI so that email messages or email attachments could be directly loaded into the imaging database.
- 3.2.9.10 Specify whether the software can import other electronic formats (Word, Excel, audio files, video files, etc.).
- 3.2.9.11 Specify whether the software can import, store, and export PDF files.
- 3.2.9.12 Specify whether the software can convert images to microfilm and vice versa.
- 3.2.9.13 Specify whether the software can provide customizable search options to find, retrieve and display documents using a variety of criteria.
- 3.2.9.14 Specify whether the software can provide a method of creating and modifying the index structure with minimal programming.
- 3.2.9.15 Specify whether the software can provide the capability of adding annotations to documents and capturing date, time, individual user and department who added them (audit trail).
- 3.2.9.16 Specify whether the software can support index retrieval using Boolean logic, fuzzy logic and proximity searches.
- 3.2.9.17 Specify whether the software can provide tools for reorganizing and back-up of indices.
- 3.2.9.18 Describe ability to monitor and track phases of the workflow process on line.
- 3.2.9.19 Describe ability to easily define, add or adjust workflow processes.
- 3.2.9.20 Describe ability to create reports for all transaction events, items in queue, backlog, item age and throughput of each queue.

- 3.2.10.1 Discuss the availability and features for any Application Programming Interface (API) to allow custom developed web applications access, including programming language and development software for accessing API and available documentation and training to support the API.
- 3.2.10.2 Describe underlying languages used for system development.
- 3.2.10.3 Describe the ability to customize, as opposed to configure, your software.
- 3.2.10.4 Describe the system integration capabilities of your system with third party products.
- 3.2.10.5 Describe a major customer's experience with integration between your product and SunGard SCT Banner products.
- 3.2.10.6 Identify third party products that have been integrated with your system.
- 3.2.10.7 Give details of data import and export capabilities and procedures.
- 3.2.10.8 Describe standard system reports available. Describe how custom reports can be generated, including methods for querying backend databases for customer specific dynamic reporting needs. Describe any restrictions on report generation processes.
- 3.2.10.9 Describe whether customer enhancements using published APIs are migrated to later software versions.
- 3.2.10.10 Describe the system's ability to interface with a portal gateway, such as U-portal.
- 3.2.10.11 Specify whether any protocols or programs exist for developing access to third party software.
- 3.2.10.12 Describe the interface capability of defining data base lookups through connections to existing WVSP data bases (Currently ORACLE 7 and MSSQL 2000).

3.2.11 Standards

- 3.2.11.1 Specify industry standards enacted within the system, including version and degree of compliance.
- 3.2.11.2 Describe the system's compliance with ADA standards for hardware and software.
- 3.2.11.3 Describe how the use of standards has improved the system.

- 3.2.12.1 Specify whether the system supports a development, testing, and training environment in which records can be created, deleted, and updated without affecting the performance or data in the production database.
- 3.2.12.2 Detail hardware and software requirements for a test system.
- 3.2.12.3 Specify any additional licenses and costs required to operate a test system.

3.2.13 Contractor consulting, Support and Professional Services

- 3.2.13.1 Specify goals and estimated time for all preparatory tasks necessary before the system is functional.
 - 3.2.13.2 Document all tasks undertaken to meet stated goals.
 - 3.2.13.3 Provide a typical implementation project plan for an application of this size and magnitude.
 - 3.2.13.4 Provide a rapid deployment implementation plan for an application of this size and magnitude.
 - 3.2.13.5 Correct, without additional charge, all problems and system issues preventing implementation and use of product as advertised or documented by the vendor/contractor.
 - 3.2.13.6 Specify how price estimates are developed and what steps are taken to ensure charges for work performed do not exceed estimates.
 - 3.2.13.7 Provide details on your company's support plans and service level agreements (SLAs), including problem reporting procedures, initial maximum response time, and escalation procedures.
 - 3.2.13.8 Describe and give examples of professional services available from your company.
 - 3.2.13.9 Describe technical and functional training provided with your product. Describe any additional training recommended for systems administrators and faculty/staff that interact with your product. Describe documentation available, including online resources and users' groups.
- 3.2.14 Vendor should quote a solution that will accommodate the requirement for a basic startup system to a multi-user system and be scalable for future expansions and include web-based applications and document management.
 - 3.2.15 The system should have the ability to include electronic documents from other applications such as Word, Excel, Word Perfect, Oracle and SQL Server.
 - 3.2.16 Vendor should describe the method by which electronic documents are associated with hard copies.

- 3.2.17** The system should be able to accommodate batch scanning and indexing.
- 3.2.18** The vendor should quote a batch scanning and indexing solution which utilizes bar coding or some other automated means of data entry. At a minimum, the agency needs to have all files indexed by client name, number address,
- 3.2.19** The vendor should quote additional indexing schemes for consideration. The system shall have the ability to perform frequent queries using these indexed fields for the purpose of locating specific records.
- 3.2.20** The system should have the ability for workflows to be defined and routed by the agency. The system shall also be flexible, allowing the user to add additional index fields as required. This shall be part of the initial system and shall have the workflow to be defined and routed by the agency without the need of additional programming by the vendor.
- 3.2.21** The system should allow the agency to design and develop decision trees and reports in a windows based GUI environment.
- 3.2.22** The system should be capable of allowing the agency to assign and create users and the user rights and permissions.
- 3.2.23** The system should be capable of being used by a multitude of users from different sections and automatically recognize and route the images to the correct data base. This will be based on the Users predefined login information.
- 3.2.24** The system should have the ability to apply temporary redaction of any portion of the document, e.g. strike sensitive information. Strike will mean to totally hide or remove from view information that the user is not authorized to view.
- 3.2.25** The vendor should quote a method of dealing with the long term archival of records once they are no longer being actively referenced, e.g. conversion to optical storage.
- 3.2.26** The vendor should list all hardware required to supplement agency inventory to implement a multi-user system.
- 3.2.27** The vendor should indicate any additional hardware required to expand the initial system. The vendor shall quote a storage solution which is appropriate to the volume of documents anticipated over the next five year period. At a minimum this shall include consideration for storage on CD-R media.
- 3.2.28** The vendor should quote a backup system for both data and indexes. The vendor shall describe how the system will meet this requirement.
- 3.2.29** The system should be capable of providing print on demand functionality for selection as well as full record printing. This shall have the ability to print from any document or file within the client application.
- 3.2.30** The system should have the ability to print, fax, or email full documents or any selected portion of a document upon request.

- 3.2.31 The vendor should provide the software licenses required for the system implementation. This shall include all required application licenses.
- 3.2.32 The vendor should indicate the preferable database software and number of licenses required for the Electronic Document Management System (EDMS) implementation. These licenses will be obtained through a separate process.
- 3.2.33 The vendor should propose necessary services required for the installation of the EDMS system. This shall include a minimum of six (6) hours of end user training.
- 3.2.34 The vendor should state how the system will interface with the state's mainframe.
- 3.2.35 The system should have web-based capabilities so that documents may be generated electronically from remote locations and accessed later by the proper assigned personnel to prevent the further proliferation of paperwork.
- 3.2.36 The system should be capable of having documents scanned one sided, two sided or both.
- 3.2.37 There shall be no unforeseen costs associated with the system or hardware. The system will be bid as turnkey and the vendor will include all additional hardware, software and other costs associated with completing the system.
- 3.2.38 The vendor should ensure that the software is compatible and configurable with our existing hardware.
- 3.2.39 The division network administrators must have full control of security. They must be able to assign security by user and group.
- 3.2.40 The vendor should ensure their software will work with all currently manufactured AFIS systems (automated fingerprint imaging system) meeting NIST standards (National Institute of Standards and Technology).

3.2.42 Other Items Required For Implementation & Maintenance

- 3.2.42.1 Provide a list of other items not noted elsewhere that are required for implementation or maintenance of your system as well as an explanation of their benefits.
- 3.2.42.2 Provide a list of other items not noted elsewhere that may be useful for implementation or maintenance of your system as well as an explanation of their benefits.

3.2.43 Warranty

- 3.2.43.1 Describe the terms and conditions of any warranty on the software and professional services available.
- 3.2.43.2 Describe how such warranty is implemented to provide problem resolution services.

- 3.2.44 Vendor shall provide all pricing that will apply to your offer over the period of the contract for the below listed items:

- 3.2.44.1 Base Software.
- 3.2.44.2 Optional added modules.
- 3.2.44.3 Software Licenses per server.
- 3.2.44.4 Software Licenses per client small station.
- 3.2.44.5 Software Licenses per client volume station.
- 3.2.44.6 Professional services base implementation.
- 3.2.44.7 Professional services hourly rates for other services.
- 3.2.44.8 Training cost.
- 3.2.44.9 Maintenance cost.

3.3 Special Terms and Conditions:

- 3.3.1 **Bid and Performance Bonds:** N/A
- 3.3.2 **Insurance Requirements:** N/A
- 3.3.3 **License Requirements:** N/A
- 3.3.4 **Litigation Bond:** N/A

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the vendor's proposal and the proposal will be considered non-responsive.

4.0 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

This section describes the acceptable format for Vendor response. It is not part of the evaluation process for awarding the bid. However, not following the format will most likely disqualify the vendor from further participation in the RFP Process.

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I – Section 3.1.1 through 3.1.7 (MANDATORY). Describe how you meet each requirement.

Section II – General Requirements (Section 3.1.8 through 3.1.27). Describe if and how you meet each requirement. 229

Section III – System (Section 3.2.2). Describe how you meet each requirement.

Section IV – Security (Section 3.2.3). Describe how you meet each requirement.

Section V – Authentication/Authorization (Section 3.2.4). Describe how you meet each requirement.

Section VI – Hardware/Software (Section 3.2.5/3.2.6/3.2.7/3.2.8). Describe how you meet each requirement.

Section VII – Operations and Function (Section 3.2.9/3.2.10/3.2.11). Describe how you meet each requirement.

Section VIII – Service and Support (Sections 3.2.12 – 3.2.44). Describe how you meet each requirement.

Section IX – Cost

You CAN NOT just say that you meet a requirement; you must provide a description of how you meet this requirement. If you are using an attachment, reference it and provide a clearly marked link to the description.

- 4.1.1 Technical responses shall include the following items:
- 4.1.2 A detailed description and specifications of all hardware required for the quoted system.
- 4.1.3 A detailed description of all software components.
- 4.1.4 A description of any customization necessary to meet agency's requirements.
- 4.1.5 A detailed list of all services proposed, to include a break down of hours and firm-fixed hourly rates for each deliverable.
- 4.1.6 A project plan for the project which includes time required to complete the assignment, dates and descriptions of significant milestones and a projected completion date.
- 4.1.7 A description of warranty and service/support options quoted to meet agency requirements.
- 4.1.8 The agency reserves the right to request a vendor provide a fully functional test system using agency forms, so that the agency can confirm compliance with the mandatory specifications. The vendor shall comply with this section either via the web or by providing hardware and software to the agency to test the functionality and compliance with specifications. This will be provided at no charge to the agency.
- 4.1.9 Vendors should provide three references for similar projects that have been completed in the past three years. References shall include at a minimum; the name and address of the business the work was completed for; a brief description of the services provided; and a current contact person including phone number and email address.

- 4.1.10 All vendors should use the attached specifications format to respond to the RFPP 30 Failure by the vendor to use the provided format will disqualify the vendor.
- 4.1.11 Vendors not addressing each specification with an equal to or greater than specification will be disqualified.
- 4.1.12 Vendors will offer only solutions that are complete with all software coming from a single manufacturer. Vendors shall not offer solutions that require the use of more than one manufacturer of software.
- 4.1.13 Quotes should list all deliverables for the project with firm, fixed unit pricing. The cost proposal shall include a unit cost and extension of all costs for software, services and support to show a total cost for the quoted system. Services shall include a breakdown for the hours required and the quoted hourly rates. In any conflict between the detailed unit pricing and the cost extension, the detailed unit pricing shall prevail. **Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or any other expense.** This agency reserves the right to procure additional, required hardware under separate procurement, if found to be more cost effective to do so.
- 4.1.14 The WVSP reserves the right to terminate the contract for non-compliance with specifications; lack of vendor support in software or hardware areas.
- 4.1.15 The WVSP reserves the right to withhold payment of the annual Maintenance fee for non-compliance of specifications or inadequate or total lack of support by the vendor up to and including but not exceeding the total annual fee if the vendor does not respond and resolve the non-compliance of specifications or support issues within a timely manner. A timely manner will be considered to be two (2) days. The cost calculation will be based on the hourly rate with benefits of the employee(s) not able to perform their specific job functions due to the system being down and non-operational.
- 4.1.16 The WVSP reserves the right to award the bid to the vendor who meets all specifications with lowest cost and whose solution will be in the **Best Interest of the WVSP.**
- 4.1.17 All annual maintenance costs will be based on the original quote/purchase price. Annual maintenance costs will include all upgrades, patches, new releases. The Vendor shall include the maintenance costs for each year of maintenance based on a one (1) year contract with a minimum of three (3) one year renewals.
- 4.1.18 The WVSP reserves the right to accept the annual maintenance costs at time of award or when the renewals come due.
- 4.1.19 The Vendor should state how they will facilitate any and all changes and upgrades that may occur with all applications, software and hardware due to new and developing technologies and require the WVSP to change or procure new equipment.
- 4.1.20 The Vendor should disclose all software applications and hardware that their solution does not work or function with. This is so that the WVSP may make informed Best interest decisions when upgrading, replacing and improving current systems.
- 4.1.21 All state agencies that have a need for this solution shall be able to purchase from the awarded contract either in part or whole.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

- A. Sections 3.1.1 through 3.1.7 (MANDATORY) (0) Points Possible
- B. General Requirements (Add-ons) (28) Points Possible
- C. System Section 3.2.2 (7) Points Possible
- D. Security Section 3.2.3 (7) Points Possible
- E. Authentication/Authorization Section 3.2.4 (7) Points Possible
- F. Hardware/Software Sections 3.2.5/3.2.6/3.2.7/3.2.8 (7) Points Possible
- G. Operations and Functions Sections 3.2.9/3.2.10/3.2.11 (7) Points Possible
- H. Service and Support Sections 3.2.12 – 3.2.44 (7) Points Possible
- I. Cost (30) Points Possible

Total (100) Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The

State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

4.5. Cost Proposal Format/Bid Sheets:

(Cost proposal forms/bid sheets are to be on a separate page so that they may be filled out and submitted independently from the technical proposal.)

Grand total breakdown by task:

1) Cost Totals Attachment A **FULL WEB Based System with all associated Software and Hardware.** \$ _____

2) Cost Totals Attachment B **FULL WEB Based System with all associated Software.** \$ _____

Attachment A	Cost Proposal
Attachment B	Cost Proposal
Attachment C	Court Disposition Report (CDR), multi-page self-carbon
Attachment D	Criminal Fingerprint Card side one. Card Stock
Attachment E	Criminal Fingerprint Card side two. Card Stock
Attachment F	Case Submission Report
Attachment G	Request for Background Check
Attachment H	Sex Offender Registration
Attachment I	Notification of Sex Offender Responsibility
Attachment J	Sex Offender Update
Attachment K	Child Abuser Registration
Attachment L	Notification of Child Abuser Responsibility
Attachment M	Child Abuser Update
Attachment N	Applicant fingerprint card, card stock.

Attachments A –B are the cost proposal sheets that will be completed by the participating vendors.

Attachments C –M are a portion of the forms used by the WVSP and this list is not all inclusive of the forms used by the Department. This is a PARTIAL SAMPLE of the forms maintained and used by the WVSP

Originals of All forms will be provided to vendors at Mandatory Pre-Bid and this will included those listed above as well as those not listed.

FULL WEB Based System with all associated Software and Hardware.

	1 workstation	5 workstation	20 workstation	50 workstation
SOFTWARE				
Server				
Client				
ADD ON MODULES				
EDMS				
WEB interface				
SERVERS				
STORAGE SOLUTIONS				
WORK STATIONS				
SCANNERS				
Workstation simplex				
Workstation Duplex				
Super High Quality for Fingerprint Cards Duplex				
MAINTENANCE				
1 st year				
2 nd year				
3 rd year				
WARRANTY				
1 st year				
TOTALS				

FULL WEB Based System with all associated Software.

	1 workstation	5 workstation	20 workstation	50 workstation
SOFTWARE				
Server				
Client				
ADD ON MODULES				
EDMS				
WEB interface				
SERVERS				
STORAGE SOLUTIONS				
WORK STATIONS				
SCANNERS				
Workstation simplex				
Workstation Duplex				
Super High Quality for Fingerprint Cards Duplex				
MAINTENANCE				
1 st year				
2 nd year				
3 rd year				
WARRANTY				
1 st year				
TOTALS				

ATTACHMENT C
 SAMPLE COURT DISPOSITION REPORT FORM
 MULTI-PAGE SELF CARBONED

DYNAMIC GRAPHICS LLC SOUTH CHARLESTON WV 25303 22 036.011-LY

1713752

State of West Virginia							
COURT DISPOSITION REPORTING							
Court Case Number		FOR C.I.B. USE ONLY					
WVSP Form 29 Revised 5/99		TYPE OR PRINT LEGIBLY TO BE COMPLETED BY THE ARRESTING OFFICER AT TIME OF ARREST					
FULL NAME Last Name First Name Middle Name		Alias	Adult Juv.				
Address		Weight lbs.	Height ft. in.				
Date of Arrest Mo Da Yr	Date of Birth Mo Da Yr	Social Security Number	Sex Race Arresting Officer ORJ No.				
Arresting Officer		Unit No.	Law Enforcement Agency				
Court of Jurisdiction: CIRCLE ONE MAGISTRATE MUNICIPAL CIRCUIT			County				
TO BE COMPLETED BY OFFICER		TO BE COMPLETED BY COURT OF JURISDICTION					
INITIAL CHARGE		CHARGE CHANGED/REDUCED TO	FELONY (Circle One) Date of Disposition				
			Y N Mo Da Yr				
1.			Y N Mo Da Yr				
2.			Y N Mo Da Yr				
3.			Y N Mo Da Yr				
4.			Y N Mo Da Yr				
5.			Y N Mo Da Yr				
C H A R G E	(Completed by Officer) DISPOSITION ON FINGERPRINT CARD. DESTROY THIS FORM AFTER APPEAL PERIOD.						
	SENTENCE IMPOSED						
	1.						
	2.						
	3.						
	4.						
5.							

ATTACHMENT D SAMPLE FINGERPRINT CARD SIDE 1 CARD STOCK

P37

LEAVE BLANK

CRIMINAL

(STAPLE HERE)

LEAVE BLANK

STATE USAGE

REFERENCE

FEDERAL

STATE

AMERICAN

SLAP

LAST NAME FIRST NAME MIDDLE NAME INITIAL

LOCAL IDENTIFICATION

LEAVE BLANK

DATE OF BIRTH

SEX

HAIR

EYES

SCAR

HAIR

HAIR

HAIR

HAIR

HAIR

HAIR

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

FINGER

ATTACHMENT F
SAMPLE CASE SUBMISSION FORM WVSP 53
MULTI-PAGE SELF CARBONED



Forensic Laboratory
Case Submission Form

WVSP Form 53
Revised 01/04

PLEASE TYPE OR PRINT LEGIBLY

Agency Case No. _____

Submitting Agency: _____ Date: ____/____/20____

Mailing Address: _____ City: _____ Zip: _____ Phone: _____

Investigator: _____ Title: _____
(Last, First, MI)

Criminal Offense: _____ Crime Date: _____ Time: _____

Brief Description of Crime: _____

List Items Submitted:	List Section(s) and Examinations(s) Requested:
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____

(use additional sheets if necessary)

1) Victim: _____ Race: _____ DOB: ____/____/____ SSN: _____
(Last, First, MI)

2) Victim: _____ Race: _____ DOB: ____/____/____ SSN: _____
(Last, First, MI)

1) Suspect: _____ DOB: ____/____/____ SSN: _____
(Last, First, MI)

S. I. D. No. _____ FBI No. _____ Race: _____ Sex: _____ Ht: _____ ft. _____ in. Wt: _____ lbs.

2) Suspect: _____ DOB: ____/____/____ SSN: _____
(Last, First, MI)

S. I. D. No. _____ FBI No. _____ Race: _____ Sex: _____ Ht: _____ ft. _____ in. Wt: _____ lbs.

SUPPLEMENTAL INFORMATION FOR DRUG SUBMISSIONS ONLY

COURT: Federal State Circuit State Magistrate PROJECTED COURT DATE: ____/____/20____
TYPE: Juvenile Grand Jury Preliminary Hearing Trial

Submission of Evidence Approved By: _____, State Prosecutor or ASUA (circle one)

Phone #: _____ (signature)

FOR LABORATORY PERSONNEL USE ONLY - DO NOT WRITE IN THIS BLOCK

Received via: Evidence Locker U.S. Mail Certified Mail _____ Personal Delivery _____

Date: ____/____/20____ Other _____ (Signature)

Laboratory Case No. _____ Section ID No. _____

White copy - submit with evidence
Canary copy - submit with evidence
Pink copy - retained by submitting officer

ATTACHMENT G
SAMPLE REQUEST FOR BACKGROUND CHECK WVSP 40

WVSP 40
09/01



WEST VIRGINIA STATE POLICE
Criminal Records Section
725 Jefferson Road
South Charleston, West Virginia 25309-1698

Records Use Only	
<input type="checkbox"/> S20.00 - Criminal History	
<input type="checkbox"/> S10.00 - Central Abuse	
Facility #:	_____
Check #:	_____
(No Personal Checks Accepted)	

Fingerprint Data & Authorization Form:

All fields are mandatory and are required to be completed. If not applicable, note N/A.
(Please print clearly in Blue or Black ink.)

Full Name: _____
Last First Middle

SSN: _____ Date of Birth: _____
YYYY / MM / DD

Place of Birth: _____ City, State, Country
Citizenship(s): _____

Maiden Name: _____ Alias(es): _____

Home Address: _____
Street Address

City State Zip Code

Employer: _____
Name Street Address

City State Zip Code

Please check the box that applies.

- Race:** Asian/ Pacific Islander
 Black
 Caucasian/ Latino
 Native American (American Indian, Eskimo, Alaskan Native)
 Race Other _____

- Gender:** Male
 Female

- Hair Color:** Black White Brown
 Blue Red Bald
 Blonde Purple Sandy
 Green Pink Gray
 Orange

- Eye Color:** Black Green Maroon
 Brown Gray Multi-color
 Blue Hazel Pink

Height: _____ Feet/Inches
Weight: _____ Pounds

Certification: I hereby request a record check be made to find any police record on the herein named individual and by submitting this request, I understand that the submitted information will be retained by the West Virginia State Police in the Automated Fingerprint Identification System.

I certify that this is for official business and I am authorizing the person or agency named below to obtain any record found.

Forward the results to: _____
Name

Street Address

City, State, Zip Code

Please sign and date as indicated.

I attest that all information written on this form is true and correct: _____
Signature Date

Official Taking Prints: _____
Print Name Signature Date

ATTACHMENT H
SAMPLE SEX OFFENDER REGISTRATION VERIFICATION
WVSP 170

WVSP 170
Revised 10/2006

SEX OFFENDER REGISTRATION
AND VERIFICATION
§15-12

COUNTY: _____
DETACHMENT: _____

Registration Type: Annual Initial

NAME _____ DOB _____ SSN _____
Last First Middle

ALIAS(ES)/NICKNAME(S) _____

SEX _____ RACE _____ HEIGHT _____ WEIGHT _____ EYE _____ HAIR _____

Current Address (include mailing address if different) _____

All Phone/Cell/Pager Number(s) _____

Previous address / Date of address change (Complete ONLY for change of address) _____

If registrant has; vehicle, employer, school, training facility, internet account, conviction or information that will not fit in the space provided - list the information on a supplemental form. Print the name, DOB, and SSN at the top of the supplemental. The supplemental form must be signed and verified with a thumbprint and should be attached to the completed initial registration.

Habitable Real Property _____

Complete Address _____ County _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____ State _____

Employer _____

Complete Address _____ County _____

School or Training Facility _____

Complete Address _____ County _____

Internet Provider(s) and Account(s) _____

Internet Screen Names, User Names or Aliases and E-mail _____

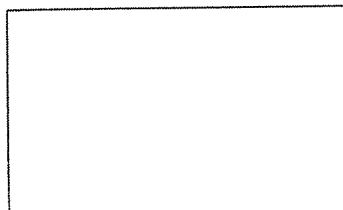
Jurisdiction (County/State of Conviction) _____ Conviction date _____

Date released from incarceration or placed on probation _____

Conviction Offense _____

Parole or Probation Officer _____ Phone Number _____

The information contained herein is compiled pursuant to the authority granted to the WEST VIRGINIA STATE POLICE in §15-12 of the Code of West Virginia as amended. This information is confidential and shall not be open to inspection by the public or to any other person with exception of those named in §15-12-5.



Right Thumbprint

Signature of Registrant Date

Signature of Member WVSP/ Permanent ID Date

Signature of Supervisor/ Permanent ID Date

Post Office Contacted _____
(Date)

Address Physically Verified _____
(Date)

ATTACHMENT I
SAMPLE NOTIFICATION OF SEX OFFENDER RESPONSIBILITY
WVSP 170-N

WVSP 170-N
10/2006

COUNTY: _____
DETACHMENT: _____

NOTIFICATION OF SEX OFFENDER
RESPONSIBILITY

NAME _____ DOB _____ SSN _____
Last First Middle

I have this date read and acknowledge that I must register as a Sex Offender with the West Virginia State Police Detachment in the county in which I reside, own or lease habitable real property I visit regularly, work, attend school or training. I must register within three (3) days of release from an institution. I understand any person required to register must do so for a period of ten (10) years after release from prison or from the date of conviction if given probation, **unless**; convicted of a sexually violent offense, have one or more prior sexual convictions, convicted of a qualifying offense and the victim was a minor, convicted of a qualifying offense and the sentencing judge determined that it involved multiple victims or multiple violations of the qualifying offense or has been determined to be a sexually violent predator. Such persons must register for **life**.

I understand that I must report to the local Detachment of the West Virginia State Police within ten (10) days of any change in any of my registration information. This change of information must be reported in person. If this change in address or residence is to another county in West Virginia I understand that I must advise the State Police in person of the new address ten (10) days prior to the move and I must register with the State Police in that county within ten (10) days. If this change in address or residence is to another state I understand that I must advise the West Virginia State Police of the new address ten (10) days prior to the move and I must register in that state and comply with the laws of that state.

I understand that if I am a resident of another state and am required to register in that state and I am employed, carry on a vocation, a student in this state or a visitor to this state for more than fifteen (15) continuous days that I must register and comply with the laws of this State. I understand that if I am required to register as a resident of West Virginia and I am employed, carry on a vocation, attend school or training or am a visitor in another state, I must register with that state and comply with the laws of that state.

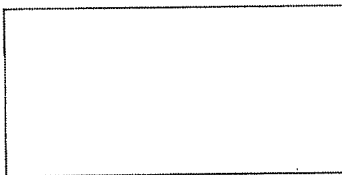
I understand that if I change residence to this State from another state, federal or military jurisdiction and am required to register in that state I shall be required to register in this State.

I understand that failure to comply with my responsibilities as defined here as well as my failure to comply with West Virginia Code §15-12, et seq. are criminal violations of West Virginia Law, for which I may be criminally prosecuted.

I have read the Notification of Sex Offender Responsibility: _____
Signature of Registrant

_____ Date

Registrant unable to read; therefore this notification was read to the registrant by the undersigned



Right Thumbprint

Signature of Member WVSP/ Permanent ID Date

Signature of Supervisor/ Permanent ID Date

ATTACHMENT J
SAMPLE SEX OFFENDER UPDATE
WVSP 170-U

WVSP 170-U
Revised 10/2006

SEX OFFENDER UPDATE
§15-12

COUNTY: _____
DETACHMENT: _____

This form is to be used when a sex offender currently registered in your county provides any changes to his/her sex offender registration information.

NAME _____ DOB _____ SSN _____
Last First Middle

Complete only the area(s) below that have changed since previous registration.

Changed Address Type: Residence Employer School/Training Facility Habitable Real Property

New Address (Include Mailing Address If Different) _____
(Effective Date) _____ County _____ State _____ Zip _____

Post Office Contacted (In State Only) _____ Address Physically Verified (In State Only) _____
(Date) _____ (Date) _____

Previous Address _____
County _____ State _____ Zip _____

Telephone Number(s): Home _____ Work _____ Other _____
(Effective Date) _____

Vehicle Make _____ Model _____ Year _____ Color _____ License/State _____
(Effective Date) Additional Vehicle Replacement Vehicle Remove Vehicle (Sold, Totaled, Etc.)

Employer Name _____
(Effective Date) _____

Internet Provider(s) and Account(s) _____
(Effective Date) _____

Internet Screen Names, User Names or Aliases and E-mail _____
(Effective Date) _____

Parole/Probation Officer _____ Phone Number _____
(Effective Date) _____

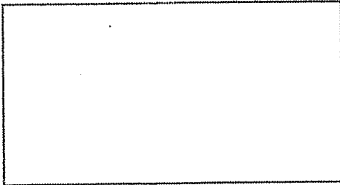
For Detachment Use Only

Officer Certification:

Printed Name of Member WVSP Permanent ID
Most recent WVSP 170 reviewed with offender and no violation of §15-12 is believed to have occurred
(Initial)
Offender compared with file copy of photograph and no significant changes are noted in appearance
(Initial)

Reviewed by Supervisor:

Signature Permanent ID



Right Thumbprint

SIGNATURE OF REGISTRANT DATE

SIGNATURE OF MEMBER WVSP DATE

ATTACHMENT J
SAMPLE CHILD ABUSER REGISTRATION
WVSP 171

WVSP 171
10/2006

CHILD ABUSER REGISTRATION
§15-13

COUNTY: _____
DETACHMENT: _____

NAME _____ DOB _____ SSN _____
Last First Middle

ALIAS(ES)/NICKNAME(S) _____

SEX _____ RACE _____ HEIGHT _____ WEIGHT _____ EYE _____ HAIR _____

Current Address (include mailing address if different) _____

Previous address / Date of address change (Complete ONLY for change of address) _____

If registrant has; employer, school, training facility, conviction or information that will not fit in the space provided - list the information on a supplemental form. Print the name, DOB, and SSN at the top of the supplemental. The supplemental form must be signed and verified with a thumbprint and should be attached to the completed initial registration.

Children residing in household of the Registrant:

Name _____ Age _____ Relationship to Registrant _____
Name _____ Age _____ Relationship to Registrant _____
Name _____ Age _____ Relationship to Registrant _____
Name _____ Age _____ Relationship to Registrant _____
Name _____ Age _____ Relationship to Registrant _____

Employer _____

Complete Address _____ County _____

School or Training Facility _____

Complete Address _____ County _____

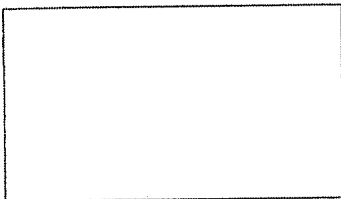
Jurisdiction (County/State of Conviction) _____ Conviction date _____

Date released from incarceration or placed on probation _____

Conviction Offense _____

Parole or Probation Officer _____ Phone Number _____

The information contained herein is compiled pursuant to the authority granted to the WEST VIRGINIA STATE POLICE in §15-13 of the Code of West Virginia as amended. This information is confidential and shall not be open to inspection by the public or to any other person with exception of those named in §15-13-5.



Right Thumbprint

Signature of Registrant Date

Signature of Member WVSP/ Permanent ID Date

Signature of Supervisor/ Permanent ID Date

ATTACHMENT M
SAMPLE CHILD ABUSER UPDATE
WVSP 171-U

WVSP 171-U
10/2006

CHILD ABUSER UPDATE
§15-13

COUNTY: _____
DETACHMENT: _____

This form is to be used when a child abuser currently registered in your county provides any changes to his/her child abuser registration information.

NAME _____ DOB _____ SSN _____
Last First Middle

Complete only the area(s) below that have changed since previous registration.

Changed Address Type: Residence Employer School/Training Facility

New Address (Include Mailing Address If Different) _____
(Effective Date) _____ County _____ State _____ Zip _____

Previous Address _____
County _____ State _____ Zip _____

Employer Name _____
(Effective Date) _____

Parole/Probation Officer _____ Phone Number _____
(Effective Date) _____

Children residing in household of the Registrant:

(Effective Date) _____

Name _____ Age _____ Relationship to Registrant _____
 Add Remove

Name _____ Age _____ Relationship to Registrant _____
 Add Remove

Name _____ Age _____ Relationship to Registrant _____
 Add Remove

Name _____ Age _____ Relationship to Registrant _____
 Add Remove

Name _____ Age _____ Relationship to Registrant _____
 Add Remove

For Detachment Use Only

Officer Certification:

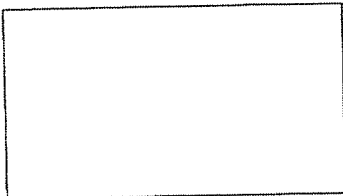
Printed Name of Member WVSP Permanent ID

(Initial)

Most recent WVSP 171 reviewed with offender and no violation of §15-13 is believed to have occurred

Reviewed by Supervisor:

Signature Permanent ID



Right Thumbprint

SIGNATURE OF REGISTRANT DATE

SIGNATURE OF MEMBER WVSP 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 exceed 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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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: _____