



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
DPS1030

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 32
 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
04/20/2010				

BID OPENING DATE: **06/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS FOR A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 5/25/2010 AT 1:30 PM AT 725 JEFFERSON ROAD, SOUTH CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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0001	1	LS		920-49		
<p>BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/28/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSE BY ADDENDUM AFTER THE DEADLINE.</p> <p>LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p>						

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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 DPS1030 ***** TOTAL:						_____

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REQUEST FOR QUOTATION DPS1030

West Virginia State Police Forensic Laboratory

PURPOSE

The purpose of these specifications is to establish a minimum standard of quality for a comprehensive Laboratory Information Management System, hereinafter LIMS.

There will be a mandatory pre-bid conference conducted at West Virginia State Police Headquarters, 725 Jefferson Road, South Charleston, WV on May 25, 2010 at 1:30 PM. 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.

SCOPE

Location:

Agency is located at 725 Jefferson Rd South Charleston, WV 25309-1698

Background:

The West Virginia State Police Forensic Laboratory (WVSPFL) is soliciting proposals to provide and install a Laboratory Management Information System (LIMS) that will enable the laboratory to not only track evidence and prepare reports but to interface with the laboratory instrumentation therefore enhancing existing capabilities. The LIMS will increase effectiveness and efficiency and improve communication with law enforcement agencies and the judicial system.

The Laboratory currently consists of a single unit staffed with 41 full time personnel. In 2008, the laboratory received 5460 requests for services. The laboratory provides services in the areas of controlled substances, toxicology, trace evidence, DNA, documents, impression evidence, firearms, toolmarks, latent prints, and evidence screening.

The Laboratory current information management system is an in-house developed, Microsoft Access 97 based, evidence management system that resides on a central server. This is a basic system that is used to track evidence, maintain chain-of-custody, prepare reports, store data and query data. The laboratory also utilizes two separate systems for document management:

- PaxIt for casework photograph storage and control.
- LabVantage for quality assurance documentation and control (tracking of court appearances, literature review, continued education, and proficiency test).

The current information management system relies on a 13 year old technology and is no longer supportable or upgradable to meet new technological and user demands.

The Laboratory currently has PC desktops, laptops and tablets installed with Windows XP Professional.

The WVSPFL has no direct IT staff. The Laboratory gets its current IT support from the West Virginia State Police Communications Division. The WVSP IT personnel will advise the project, as required, in areas such as system security and architecture.

After award of the contract, the WVSPFL contact person will be the Laboratory Director, who has overall responsibility for the project schedule and adherence to contract provisions.

GENERAL SPECIFICATIONS

General Requirements:

		Yes	No
1.1	Must determine the WVSPFL software and hardware needs to implement the LIMS		
1.2	Must customize the software for WVSPFL use		
1.3	Must have a successful LIMS installation and implementation in an agency comparable in size and case load as the WVSPFL		
1.4	Must provide data migration from current LIMS to new LIMS		
1.5	Must provide system documentation, user training manuals that reflect current business operational processes as well as discipline specific end user training		
1.6	Must complete a comprehensive system operation check to ensure full LIMS system capability prior to final acceptance		
1.7	Must provide follow-up LIMS technical support and software maintenance which would include at a minimum bug fixes and version updates		

Evidence Intake and Tracking:

		Yes	No
2.1	The system shall document the chain of custody for all evidence from laboratory submission to final disposition.		
2.1.1	A "chain of custody" record shall be maintained from the time of receipt and reflect all transfer(s).		
2.1.2	The record shall detail each person taking possession of an item of evidence, the date and time of the transfer, and the location of that item.		
2.1.3	The evidence intake entry shall allow type in of all information on the current WVSP 53 Form.		
2.2	The system shall provide the ability to print the entire chain of custody for each submitted exhibit		
2.3	The system shall provide the ability for the WVSPFL to create the numbering scheme used for evidence tracking (e.g. 1-2.3, 1-2.3, 1-2-3, etc...)		

2.4	The system shall be able to perform both single and multiple item(s) transfers while maintaining a record of the chain of custody		
2.5	The system should allow the ability to manage packaging and repackaging information		
2.6	The system shall allow the ability for evidence to be sub-sampled and tracked back to the original evidence source, independently of a numbering system		
2.7	The system shall be able to produce barcode and identification labels for evidence including packages and tubes.		
2.7.1	These labels shall at a minimum contain the case number and item number and a barcode containing this information.		
2.7.2	These labels shall be available in various sizes to fit different types of packages including tubes for DNA samples.		
2.8	The system shall be able to handle additional evidence received on an existing case		
2.9	The system shall use bar coding for evidence receiving, tracking, and inventory		
2.10	The system shall search existing cases for the current submission prior to issuing a new case number		
2.11	The system shall print an evidence receipt for the submitting agency as a record of transaction. This receipt shall have a complete chain of custody record as previously defined		
2.12	The system shall have a user modifiable status function for each discipline that can be updated as the analyses are conducted (e.g. Received, Pending, Completed, Transferred, etc.)		
2.13	The system shall provide the evidence intake staff and staff analysts with the ability to conduct inventories of their evidence		
2.14	The system shall provide the ability to conduct inventory reconciliation of a lab, section or a person with print outs of reconciliation results showing evidence assigned to specific person or location		
2.15	The system shall allow inventories to be conducted by multiple persons using different recording devices		
2.16	The system shall allow evidence to be outsourced, with full evidence tracking and other assignment capabilities		
2.17	The system shall allow staff to assign evidence to specific locations (i.e., vault, refrigerator, shelf, temporary storage, etc...)		
2.18	The system shall allow evidence inventories be done with wireless bar code readers		
2.19	The system shall have an investigative evidence inventory capability.		
2.19.1	Once an inventory is conducted, the application will compare the physical inventory back to the database as to what should be in the investigative evidence locker. Resultant exception reports will show the differences. This report must be printable		

2.20	The system shall allow for multi-agency submissions under the same Laboratory case number		
2.21	The system shall allow the creation of multiple generation sub-items (i.e. parent, child, and grandchild); the relationship shall be apparent in the numbering scheme; repackaging of these sub-items shall be allowed and tracked in the system		
2.22	The system shall have the ability for law enforcement agencies to upload case and evidence information prior to submission via the web and/or removable media and be in the form of the current WVSP DPS53 Form		

Work Item Assignments:

		Yes	No
3.1	The system shall provide a workflow manager to track unassigned cases, uncompleted cases, assignments of cases to technicians, rush cases, cases prioritized by court date, and cases awaiting peer review		
3.2	The system shall allow the supervisor the ability to assign cases to individual analysts, and review all previous assigned and unassigned work for each discipline.		
3.2.1	The system shall capture the time period from assignment to completion.		
3.2.2	The system shall allow the supervisor the ability to assign a priority to work assignments.		
3.3	The system shall allow the analyst and/or supervisor the ability to review all log entry and evidence storage data for items with a pending status prior to assignment		
3.4	The system shall allow the analyst and/or supervisor the ability to review all log entry and evidence storage data for the assigned work		
3.5	The system shall allow the analyst and/or supervisor the ability to transfer evidence into their personal locker		
3.6	The system shall allow the analyst assigned the ability to record completed activities against the work assignment		
3.7	The system shall provide the ability to list all unassigned work by disciplines		
3.8	The system shall allow the analyst to record notes into distinct work areas for specific disciplines		
3.9	The system shall be able to record activities conducted against each section (discipline), analyst, technician, and/or physical lab for statistical purposes		
3.10	The system shall provide the ability to record court activities and court appearance evaluation by discipline, calendar year, and individual		
3.11	The system shall provide the ability to record readings (literature review) by section, analyst, year, and topic		
3.12	The system shall provide the ability to record proficiency test assignments, results, tracking.		

3.12.1	The system should provide alerts to the QA Manager and the analyst when the proficiency due date approaches.		

User Interface:

		Yes	No
4.1	The proposed Forensic LIMS shall have section dependent data entry screens custom designed for each section of the Laboratory. These screens will be developed with the cooperation of the individual section supervisors or their designee. These data entry screens must be flexible to allow the onsite IT personnel the ability to modify their layout and data requirements		
4.2	The proposed Forensic LIMS shall make use of an operational area that allows customizing of specific application and user features. These are commonly referred as user preferences. An example of a user preference is the toolbar definition allowed in Microsoft Windows		
4.3	The application shall insure data be entered only once and immediately accessible to all sub-applications of the application		
4.4	The application shall allow a supervisor/manager to be able to review/approve Forensic LIMS report data without having to print the report		
4.5	The application must have a forensic analyst communication log junction that provides a means of maintaining a continuous log of information/comments about a specific laboratory case. The communications log should be associated with a particular case		
4.6	Users and or system administrators must be able to create and use Hot Key functionality or macros for repeated functions		

Case Inquiries and Ad Hoc Reporting:

		Yes	No
5.1	The system shall provide the users with the capabilities to query the status of a case.		
5.1.1	The system shall output the results to the screen and/or printer.		
5.2	The system shall provide the users with the capabilities to query the chain of custody of each exhibit or case as a whole.		
5.2.1	The system shall output the results to the screen and/or printer.		

5.3	The system shall provide the capabilities to query a case via all or any combination of the following fields: <ul style="list-style-type: none"> • Case Number • Date(s) of Submission • Submitting Agency Name • Submitting Agency's Case Number • Subject's Name • Victim's Name • Submitting Officer • Type of crime • No-suspect Cases 		
5.4	The system should allow the ability to create ad-hoc (custom) reports using a third party reporting tool similar to Crystal Reports. WVSPFL desires the system to have custom report format capability (automatic template that users can modify and control)		
5.5	The system shall produce reports detailing evidence contained within the lab, specific sections, and/or individuals.		
5.5.1	The report should allow the results to be sorted and printed by various fields.		
5.5.2	The evidence descriptive information captured in the entry form and/or worksheet shall be imported into the report.		
5.6	The system shall produce standardized reports of the results of analysis performed by analysts. WVSPFL desires that final released reports of analysis be able to be stored within the data base for control and retrieval		
5.7	The system shall electronically capture data for worksheets and scans or photographs for each discipline		
5.8	The LIMS system shall provide web based reporting capabilities with added ability to push data results to PCs, networks, Smartphones, and PDAs		
5.9	The system shall offer the capability for law enforcement agencies to remotely check their case status and run reports via the web		

Management and Quality Assurance:

		Yes	No
6.1	The application shall allow or link to Standard Operating Procedures (SOP's), Technical information, and historical QA data		
6.2	The system shall provide the capability to manage the chemical drug standard inventory and the firearms reference collection.		
6.2.1	It shall also manage the inventory of firearms ammunition, reagents, and testing materials to predict shortage and schedule orders.		
6.2.2	The system shall have the ability to perform inventory updates and to produce non-conformity reports for each non-conforming supply.		

6.3	The application shall have the ability to manage record, store and maintain an inventory of all instruments, calibration logs, performance standard runs and maintenance schedules		
6.4	The system shall manage the calibration and performance checks on analytical equipment		
6.5	The application should have the ability to monitor reagent and chemical expirations as well as calibration standards		
6.6	The application should have the ability to capture and store instrument calibration data as part of the QA associated with the case record		
6.7	The system should provide automated analysis reports for toxicology and controlled substances testing		
6.8	The system shall capture electronic data from the instruments listed under Appendix D and others as required by the laboratory		
6.9	The system should alert the analyst of the use of an outdated reagent or out of calibration instrument		
6.10	The system shall allow users to perform batch instrumental analysis of items as is commonly required by disciplines such as drug chemistry, DNA/CODIS and Toxicology. The system shall allow batching of samples from various cases and their associated quality control samples. The system shall create a run sheet of samples selected from various cases and carry it through all analytical steps therefore eliminating redundant manual entries of sample information		

System Administration:

		Yes	No
7.1	The system shall allow the development of custom screens, applications, and reports by the system administrator and/or service provider		
7.2	The system shall provide the capability to maintain lookup tables and selection list for data entry. Examples include submitting agencies, facilities, drugs, weapons, etc		
7.3	The system shall provide the ability to modify and delete records by administrator		
7.4	The system shall provide the capability to define and maintain user records. The user records maintenance includes staff name, laboratory assignments, user account, and password creation and reset		

Security and Audit Log:

		Yes	No
8.1	The system shall have a hierarchical security structure. This will allow a progressively narrower access to the functional areas starting with a broad access by the system administrator and narrowing to a much defined access by an end-user application.		

8.1.1	The system shall ensure proper user identification based on defined roles. Proposer must describe the application security structure.		
8.2	The system shall allow the use of a fingerprint scanner to restrict access		
8.3	The system shall implement security measures that ensure that only appropriate application functionality shall be provided to users with associated privileges. The privileges shall be established by the designated WVSPFL System Administrators		
8.4	The system shall implement security measures that ensure that users shall have access only to data for which they have appropriate privileges. The privileges shall be established by the designated WVSPFL System Administrators		
8.5	Whenever a database record is modified, the system shall log the information that is being changed and by whom (date, time, and logged-on operator), prompt for a reason for change and from what application/function or program. This is referred to as an audit log. The ability to archive the audit log should be preserved and the system shall have a feature for appropriate personnel to review the audit logs		
8.6	The system shall provide the capability to output the audit log to the screen and/or printer		
8.7	The system shall be able to demonstrate the ability to conform to equipment, software, data, security and functional requirements identified by the ISO 17025 requirements and the current ASCLD/LAB International Supplemental Requirements document		
8.8	The contractor shall implement security measures, in compliance with Federal Guidelines as stated in the Criminal Justice Information Services (CJIS) Security Policy, to ensure that data transmission, processing, and storage are secure		
8.9	Per ISO/IEC 17025/2005, the LIMS shall provide the ability to backup records stored electronically and to prevent unauthorized access to or amendment of these records		
8.10	Per ISO/IEC 17025/2005, the LIMS shall provide an audit trail		
8.11	Per ISO/IEC 17025/2005, in the case of records stored electronically, measures shall be taken to avoid loss or change of original data		
8.12	The system shall have the capability of offering different levels of access, for example, intake, administrator, reviewer, data entry, reports, and discovery packet download		
8.13	The system shall be capable of supporting users/agencies from multiple jurisdictions and shall allow for multi-role user access		

Document Delivery System:

		Yes	No
9.1	The WVSPFL desires to utilize a secure document delivery system for finished reports as well as options for customers to determine case status, submit rush requests and provide for case cancellation notification		
9.2	The system should use a delivery system utilizing push technology (e.g. email) for notification of case completion and pull technology (web delivery) of the analysis report (e.g. read/print only)		
9.3	The document delivery security must be based on authorized users accessing the delivery product using multi-tiered security models that include Originating Agency Identifier (ORI), approved user and password		

System Performance:

		Yes	No
10.1	The vendor shall ensure that the system provides timely responses to inquiries. The vendor shall provide a list of standard inquiries / transactions available through the proposed system with associated response times		
10.2	The system shall support simultaneous users without significant degradation of the system performance as users are incrementally added		

Architecture:

		Yes	No
11.1	The vendor shall be a Microsoft Gold Certified ISV with the ability to ensure the deliverable LIMS application has been fully tested and certified by Microsoft and VeriTest to substantiate quality and performance		
11.2	The LIMS application shall have the capability to deliver integrated and standalone object repositories to allow for digital data storage (photos, text, video, etc..) with seamless integration to the LIMS platform		
11.3	The system shall provide "always-on" automatic, configurable data archiving capabilities to ensure optimal system performance while lowering hardware costs		
11.4	The Provider shall be tightly integrated (i.e. participants and contributors) to Microsoft's Worldwide Public Safety Initiative		
11.5	The LIMS system shall provide web based reporting capabilities with added ability to push data results to PCs, networks, Smartphones, and PDAs		
11.6	The baseline system must inherently provide key security and data exchange capabilities		

11.7	The LIMS must run "Unattended" once installed (ie: operational efficiency needs to be achieved through an installation that is updated via 'Click-Once' software development and distribution techniques) Note: Once the initial software installation has taken place, all future updates and upgrades are performed automatically		
11.8	LIMS must easily and securely integrate with 3 rd party systems using industry standards by supporting XML interchange as the NIEM interchange standard. Additional Information Exchange Package (IEPD) standards must also be available based on the LIMS application		
11.9	The platform must integrate workflows with information management in order to create and replicate forms, provide formatted and customizable reports, and handle bar-coding equipment		
11.10	The vendor shall be responsible for converting and migrating WVSPFL's existing data into the proposed system		
11.11	The vendor shall propose a centralized architecture capable of handling the expected volume of cases with minimum impact on overall performance		
11.12	The system should be implemented in the latest version of Oracle RDBMS or Microsoft SQL Server. If Oracle RDBMS is selected it shall be installed in a Linux environment		
11.13	The system shall use the existing local and wide area networks		
11.14	The vendor's client software shall be compatible with Windows 7 and XP Professional, and shall utilize MS Active Directory for a single logon experience to both the workstation and the LIMS system		
11.15	The LIMS system shall include a user friendly, intuitive Graphical User Interface to provide end users the ability to create and modify worksheets		
11.16	The system shall allow for electronic signature capture capability		

Hardware:

		Yes	No
12.1	The vendor shall be responsible for planning sufficient hardware capacity to support laboratory and criminal justice users while meeting performance requirements		
12.2	The vendor shall be responsible for planning sufficient storage capacity to support the Laboratory's data requirements		
12.3	The vendor shall provide a listing of the required hardware (i.e. servers, barcode scanners, barcode printers, fingerprint readers etc.) needed to implement the system		

User and Software Licenses:

		Yes	No
13.1	The system shall have the capacity to support a minimum of 60 named users with an estimated 40 simultaneous users during peak periods		
13.2	As a requirement of the support and maintenance, the vendor shall provide software updates at no additional cost		

Proposed Project Schedule:

		Yes	No
14.1.1	The vendor shall provide a timeline for the project including the software customization, data migration, functionality testing, training, and implementation up to the point of acceptance.		
14.1.2	The start of this timeline will begin at the date the contract is awarded and shall not exceed 12 months from that date.		

Project Management:

		Yes	No
15.1	Proposers shall submit a Project Management Plan (PMP) with the initial proposal. WVSPFL will work with the selected vendor to refine the PMP		
15.2	The vendor shall appoint a Project Manager (PM). The vendor's PM shall work fulltime throughout the life of the project. The vendor's PM shall have authority to make managerial and technical decisions concerning the project. The vendor's PM shall serve as the primary point of interface between the vendor and WVSPFL. Communications between the Vendor and WVSPFL shall be coordinated with the vendor's PM		
15.3	WVSPFL reserves the right to require the vendor to replace the Project Manager at any time. WVSPFL shall give the vendor a ten (10) work day notice if it desires to have the PM replaced. Such notice shall contain WVSPFL's explanation for PM replacement for the vendor to assess the appropriate action and find a suitable replacement		
15.4	The Project Management Plan may be changed only by written agreement by the Vendor and the WVSPFL. For each change, a Project Change Request form shall be prepared. Each Project Change Request shall be assigned a unique request number. If a change has no impact on cost or major milestone schedule, a written agreement between the Vendor and the Department may be made using the Project Change Request form. If the change impacts cost, major milestone schedule, or any other contractual term and/or condition, a formal amendment to the contract, signed by both parties, shall be required		

15.5	No request for any alteration or modification to the Project Management Plan shall be valid unless agreed upon in writing by the Vendor and the WVSPFL. No oral statement of any person shall in any manner affect the Project Management Plan		
15.6	Vendor shall assist WVSPFL in implementing a Communication Plan (CP). The Communication Plan shall be used to guide communication between the vendor and WVSPFL		

Test Strategy and Plan:

		Yes	No
16.1	The vendor and WVSPFL shall agree on a test strategy and plan		
16.2	The test strategy shall propose in detail the testing approach recommended by the vendor		
16.3	The test plan shall detail all the system processes and have a comprehensive test script for each process		
16.4	The test plan shall include a stress test to measure the performance of the system and to establish a baseline		
16.5	WVSPFL reserves the right to conduct its own test(s) independent of any testing performed by the vendor		
16.6	The system acceptance will be determined solely by WVSPFL's testing		

Transition and Implementation:

		Yes	No
17.1	The vendor shall provide a plan for transitioning from the current system to proposed system operational mode. The plan shall include a time line for each step		
17.2	The vendor shall provide a detailed implementation plan that describes how the system will be put into production		
17.3	The vendor shall assume all operational and specified support responsibility for the life of contract from time of acceptance by WVSPFL provided all maintenance fees are paid and current.		
17.4	The vendor shall provide support personnel on site, as appropriate, who have been previously subjected to a WVSP background check, to assist WVSPFL in the transition to the new system. The areas of support need to be for, at a minimum: <ul style="list-style-type: none"> • Operating system and environmental software. • Application software. • Data communications hardware and software. • Database software. • Operations staff. • Data update scripts/processes 		

Inspection and Acceptance:

		Yes	No
18.1	The Vendor shall notify the WVSPFL's Project Manager in writing when the System is ready for the WVSPFL's testing and acceptance. This will be done by delivering to WVSPFL's Project Manager a signed Certificate of Acceptance		
18.2	Using the test plans described within section 3.17 above, WVSPFL will test the system. If WVSPFL identifies deficiencies in the System, WVSPFL's Project Manager will provide the Vendor with written notice of the deficiencies. The Vendor shall correct the deficiencies at no additional charge, during a period acceptable to the Department. If WVSPFL requires additional time to review the System, WVSPFL's Project Manager shall notify the Vendor in writing		
18.3	If, in WVSPFL's sole opinion, deficiencies continue to exist in the System after the corrective action period, WVSPFL may terminate the contract or negotiate an equitable adjustment		
18.4	When the WVSPFL is satisfied with the System, WVSPFL's Project Manager will sign the Certificate of Acceptance for the System		

Training:

		Yes	No
19.1	The Vendor shall provide LIMS-specific oriented training classes. The LIMS specific training classes should be for a minimum of four (4) levels of users: <ul style="list-style-type: none"> • System Administrators. • Section Supervisors. • Forensic Analysts. • Administrative / Clerical Support including evidence technicians. Training shall be included in the cost of the system		
19.2	The Vendor shall provide an estimated timeframe for conducting training for this type of environment		
19.3	The Vendor shall prepare and provide how-to-guides, quick reference cards, and other reference materials		
19.4	The system shall provide on-line help screens		
19.5	The system should provide an on-line tutorial detailing business processing		

System Support:

		Yes	No
20.1	The vendor shall provide a help desk available, at a minimum, 8x5 for the service provided		

20.2	<p>The vendor shall be capable of tracking all help requests and/or system problems.</p> <p>The vendor shall demonstrate the ability to do the following:</p> <ul style="list-style-type: none"> • Log all calls received, • Track all calls throughout the process until the solution or information is relayed back to the customer, • Give every call a unique identification for tracking purposes. • Produce a report of all outstanding calls for service in a given time period, • Produce a report of all closed calls in a given time period, • Search by any field, • Track all work requests, complaints, and informative calls • Support copy and paste with other Windows applications • Assign authorized WVSPFL members to access the System and other security functions 		
20.3	<p>The vendor shall provide customer and technical support with professionals dedicated to the following:</p> <ul style="list-style-type: none"> • answer questions • document comments/suggestions • provide technical or administrative information regarding the system 		

20.4

The vendor shall provide technical assistance as follows:

- The Scheduled Maintenance Window shall be on Saturday from 8:00 pm until Sunday 7:00 am; Eastern Time.
- When problems with the system are reported or identified, the vendor shall assign a Severity Level for each problem as defined below. If the WVSPFL disagrees with the Severity Level assigned by vendor, a change to the Severity Level will be discussed and mutually agreed upon. The Severity Levels are detailed below:
 - Severity Level 1 (Critical Problem). The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - Severity Level 2 (Major Problem). WVSPFL-designated users can access the System; however major functions are not available.
 - Severity Level 3 (Minor Problem). WVSPFL-designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - Severity Level 4 (Minor Problem/Enhancement Request). The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date, at no cost to WVSPFL.
- Vendor shall respond, i.e., begin working toward a resolution, to problems based on the Severity Level as described in the following table, with resolution being either a final solution or a workaround. The Response Time and Resolution Time intervals begin when WVSPFL reports the problem into vendor's Helpdesk System. Upon consultation with and approval by an authorized WVSPFL representative, the times given below can be extended.

Severity Level	Response Time (Normal Business Hours)	Resolution Time
1	2 hours	24 hours
2	2 hours	48 hours
3	1 day	5 days
4	3 days	As agreed upon by both parties

Note: Any time expressed in days represents business days and not calendar days

APPENDIX A WVSPFL LIMS Cost Proposal

Cost is to be all-inclusive to include all Labor, Materials, Shipping, Transportation, and Travel to complete work.

<u>Products/Service Description</u>	<u>Cost</u>
Server License (Qty 2)	\$ _____
Client License (Qty 60)	\$ _____
Instrument interface	\$ _____
Electronic Case Folder	\$ _____
8X5 Annual Maintenance	\$ _____
Conversion/Migration of Legacy Data	\$ _____
Project-related Services (installation, configuration)	\$ _____
Instrument Interface Integration Services	\$ _____
Batching Module for Creation of Instrument Work Lists	\$ _____
Discipline-specific worksheet customizations	\$ _____
Barcode Functionality/Implementation	\$ _____
Online Evidence Submission and Case Reporting	\$ _____
Document Scanning Interface/Scanned Data	\$ _____
Pilot & Product Deployment	\$ _____
Supervisors, Analysts, Clerical staff, and Technicians Training/Train-the-Trainer	\$ _____
Administrator Training	\$ _____
Additional Client Licenses (Qty 70)	\$ _____
TOTAL	\$ _____

Year one (1) Maintenance \$ _____

Year two (2) Maintenance \$ _____

Year three (3) Maintenance \$ _____

MAINTENANCE TOTAL \$ _____

Maintenance will become effective upon acceptance of the system via change order.

GRAND TOTAL \$ _____

Vendor Name: _____

Date: _____

APPENDIX B

Equipment List for Interface Module

1-Document Section:

Instrument	Attachments	Make	Model	Software
Video Spectral Comparator	N/A	Foster and Freeman	VSC2000/HR	VSC 2000/HR Software Version 4.7
Stereoscopes (2)	PaxIt Camera	Leica	MZ12	PaxIt 6.9 B

2-Evidence Processing Section:

Instrument	Attachments	Make	Model	Software
Microscope	Digital Camera (National Brand)	Olympus	BX41	Motic Images 2000 version 1.3
Microscope	Digital Camera (Leica DFC 295)	Leica	DM1000	Leica Application Suite version 2.8.1

3-Drug ID Section:

Instrument	Attachments	Make	Model	Software
Stereomicroscope	Digital Camera	Leica	EZ4D	LAS EZ Software Version 1.6.0
Polarizing Microscope	Motic Digital Camera	Leica		Motic Images 2000 version 1.3
FT-IR	N/A	Nicolet	Nexus 470	Omnic 8.0
FT-IR	N/A	Nicolet	6700	Omnic 8.0
FT-IR /GC	N/A	Nicolet/Agilent	6700/6890N	Omnic 8.0 and Agilent GC Chemstation Version B.03.02
MS/GC	N/A	Agilent	5973/6890N	
MS/GC	N/A	Agilent	5975/7890A	
Balance	N/A	Sartorius	EA35EDE-1	Kanawha Scales
Balance	N/A	Sartorius	LA230P	Kanawha Scales
Balance	N/A	Mettler	AB135-S/FACT	Kanawha Scales
Balance	N/A	Mettler	PB403S/FACT	Kanawha Scales

Balance	N/A	Mettler	PB403-S	Kanawha Scales
Balance	N/A	Ohaus Explorer	E04130	Kanawha Scales
Balance	N/A	Ohaus Explorer	Pro Model EP413C	Kanawha Scales

4- Firearms/Tool Marks Section:

Instrument	Attachments	Make	Model	Software
Comparison Microscope	Paxcam Arc Digital Camera	Leica	FSC	MIS 7.2 capture station
Comparison Microscopes (2)	Paxcam Arc Digital Cameras	Leica	DMC	MIS 7.2 capture station

5- Toxicology Section:

Instrument	Attachments	Make	Model	Software
GC	Headspace Sampler	Agilent	6850 GC/ G1888	Chemstation B.04.01
GC/MS	N/A	Agilent	6890/5973	Chemstation
GC/MS	Headspace Sampler	Agilent	7694E/6890N/5975	Chemstation D.02.00.275
Immunoassay Drug Screener	N/A	Microgenics	MGC240	
LC/MS/MS	N/A	Waters	Acquity	Mass Lynx 4.1

6- Trace Section:

Instrument	Attachments	Make	Model	Software
GC/MSD	N/A	Agilent	6890/5973	MSD Chemstation G1701 EA Rev. E.02.00
SEM	Oxford EDS	Tescan	Vega I	Link ISIS
SEM	Oxford EDS	Tescan	Vega II	INCA
FTIR	Continuum IR Microscope	Thermo Nicolet	Nexus 470	OMNIC

GRIM	N/A	Foster & Freeman	2	Glass for Windows Software Version XX 01
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7-Biochemistry Section:

Instrument	Attachments	Make	Model	Software
Real Time PCR	N/A	Applied Biosystems	7500	Sequence Detection v 1.2.3
Genetic Analyzers (2)	N/A	Applied Biosystems	3130	Data Collection v 3.0 Genemapper v 3.2
Robot	N/A	Qiagen	EZ1	DNA Investigator Card v 1.0
Robot	N/A	Perkin Elmer	Integrator Janus	WinPREP v 4.5.0.0029
Robot	N/A	Perkin Elmer	Standard Janus	WinPREP v 4.5.0.0029
Thermal Cyclers (3)	N/A	Applied Biosystems	Geneamp 9700	v. 3.09 and v 3.11
Microscope	National Digital camera	Olympus	BX41	Motic 2000 1.3

8-Latent Prints Section:

Instrument	Make	Model	Software
Digital Cameras (2)	Fuji	FinePix S1 Pro	More Hits Forensic Image Tracking Software v. 2.5 Adobe Photoshop CS2
Digital Camera	Kodak	DCS Pro 14n	More Hits Forensic Image Tracking Software v. 2.5 Adobe Photoshop CS2
Digital Camera	Nikon	D40	More Hits Forensic Image Tracking Software v. 2.5 Adobe Photoshop CS2

APPENDIX C

WVSPFL Payment Terms

▪ Kick-off Meeting	10%
▪ Completion of Customization of Software	15%
▪ Successful System Operation Check	60%
▪ Final Acceptance	15%

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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