



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
 DPS1115

PAGE
 1

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/18/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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FINGERPRINTING EQUIP. AND SUPPLIES REQUEST FOR PROPOSAL CONTRACT TO PROVIDE EXCLUSIVE STATEWIDE ELECTRONIC LIVE-SCAN FINGERPRINTING SERVICES FOR STATE AND PRIVATE AGENCIES IN CONJUNCTION WITH LICENSING, VOLUNTEERING, EMPLOYMENT RESPONSIBILITIES OR ANY OTHER REQUIRED NON-CRIMINAL JUSTICE FINGERPRINTING PURPOSES CURRENTLY BEING PROCESSED BY OR THROUGH THE STATE CENTRAL REPOSITORY. . MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 03/01/2011 AT 1:30 PM AT THE WV STATE POLICE HEADQUARTERS LOCATED AT 725 JEFFERSON ROAD, SOUTH CHARLESTON, WV 25209. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. 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						

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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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WV PURCHASING DIVISION VIA E-MAIL AT TARA.L.LYLE@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 03/11/2011 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED PER THE SPECIFICATIONS.</p> <p>(XX) BONDS: \$25,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR \$50,000.00.</p> <p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>REV. 11/00</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:</p>						

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<p>HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER:-----TL/32-----						
RFQ. NO.:-----DPS1115-----						
BID OPENING DATE:-----03/31/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS1115 ***** TOTAL:						

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Rev. 11/01/10

REQUEST FOR PROPOSAL

DPS1115

(West Virginia State Police, Applicant Fingerprinting Services)

TABLE OF CONTENTS

SECTION 1:	General Information
SECTION 2:	Project Specifications
SECTION 3:	Vendor Proposal
SECTION 4:	Evaluation and Award
SECTION 5:	Contract Terms and Conditions

SECTION ONE: GENERAL INFORMATION

1.1 Purpose: The Purchasing Division, hereinafter referred to as the "State," is soliciting proposals pursuant to **West Virginia Code §5A-310b** for the Department of Military Affairs, State Police Division, hereinafter referred to as the "Agency," to provide exclusive statewide electronic live-scan fingerprinting services for State and private agencies in conjunction with licensing, volunteering, employment responsibilities, or any other required non-criminal justice fingerprinting purposes currently being processed by or through the State Central Repository.

1.2 By signing and submitting its Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, 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 shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of this contract.

1.3 Schedule of Events:

Vendor's Written questions Submission Deadline.....	03/11/2011
Mandatory Pre-bid Conference.....	03/01/2011
Addendum Issued.....	TBD
Bid Opening Date.....	03/31/2011
Oral Presentation	TBD

- 1.4 **Mandatory Pre-Bid Conference:** A mandatory pre-bid will be conducted on the date listed below:

Date: 03/01/2011
 Time: 1:30 pm
 Location: WV State Police Headquarters
 725 Jefferson Road South Charleston, WV 25309
 Telephone Number: 304-746-2141

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification if the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portion of the pre-bid conference will be permitted to sign in. Vendors who arrive after the conclusion of the technical portion of the bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors 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 the disqualification of your bid. The State will not except any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information requires on the attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

- 1.5 **Inquires:** Inquires regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquires is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

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

No contact between the Vendor and the Agency is permitting without the express written Consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquires after this RFP has been released.

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** Agency is located at 725 Jefferson Road South Charleston, WV 25309.
- 2.2 **Background and Current Operating Environment:** During Fiscal Year 2010, approximately 63,000 persons were fingerprinted for non-criminal purposes. In total, the State anticipates an estimated 45,000 live-scan fingerprints will be obtained statewide through this contract for non-criminal applications on an annual basis not including our realized growth rate of approximately eight (8) percent annually. This will be an exclusive service excepting State governmental agencies currently utilizing owned live scan devices. No future live scan devices will be procured by State governmental agencies for non-criminal purposes.
- 2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm and staff qualifications and experience in completing similar projects: references: copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of the past projects completed entailing the location of the project, project manager name contact information, type of project, and what the project goals and objectives were and how they were met.
- 2.3.1 The vendor must have at least 1 (one) successful statewide applicant fingerprinting network and/or at least 3 (three) applicant fingerprinting networks of similar size and scope (equipment installation/training projects are not considered of similar scope) and provide references of such projects.
- 2.3.2 References must include projects where services such as call center, employment of live scan operators, centralized data center, and fee collection were provided including:
- Company name, address and telephone number
 - Contact person name, title, business address, phone number and email address
 - Annual fingerprint volume
 - Brief description of the services provided
 - List the agency or agencies using the network
 - Description of the technical solution including systems and applications installed
 - List of fingerprinting centers including the hours of availability
 - Letter of recommendation
- 2.3.3 The Vendor must also submit at least 3 (three) additional references that may be outside the scope of this project but will demonstrate the vendor's ability to implement and complete projects comparable to the size and scope of this RFP.
- 2.4 **Project and Goals:** The project goals and objectives are:
- 2.4.1 Provide statewide electronic live-scan fingerprinting services for non-criminal justice purposes.
- 2.4.2 Provide a Customer Service Center to serve as a single point of contact.
- 2.4.3 Provide electronic fingerprint Capture Service Locations (sites).
- 2.4.4 Provide automated results processing capability.

2.4.5 Provide billing system.

2.5 Mandatory Requirements that will become deliverables upon award.

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decision regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.5.1 Customer Service Center

The vendor must provide a customer service center to serve as a single point of contact for all applicant needs. The service center must have the following capabilities:

a) Call Center

Vendor must provide a toll-free phone number for applicants and/or agencies to schedule, change or cancel appointments, provide demographic data, pay fees, request information and track their transaction. The call center must be physically present within the continental United States and be available from 9am to 5pm local time, Monday through Friday. The Vendor must provide live operators to assist applicants with appointment scheduling and other program questions as needed.

The vendor must provide contact information for its current call center so that the State can verify its existence and test its performance.

The vendor must provide statistics on the number of calls accepted by its call center annually.

b) Web Scheduling

Vendor must provide a secure web site where applicants and/or agencies can schedule, change or cancel appointments, provide demographic data, pay fees and retrieve directions to fingerprinting centers. The web site must be available 24 hours a day, seven days a week with minimal downtime for regular maintenance. All scheduled maintenance must be scheduled during off-peak times. All interaction with this web site that includes provision of personal or financial information shall be encrypted using industry standard encryption algorithms such as Secure Sockets Layer protocol (SSL).

The vendor must provide a link to its existing web scheduling application so that the State can verify its existence and test its performance.

The vendor must provide statistics on the number of appointments scheduled via web-based application annually.

c) Fee Collection

Vendor must collect all applicant fees including State and FBI fees. Vendor must accept a) the following forms of payment online: e-check and credit card (at least Visa and MasterCard) and b) the following forms of payment at the fingerprinting location: personal check, credit card (at least Visa and MasterCard) and money order and c) prepaid and/or credit billing accounts for private agencies and employers and d) credit billing accounts for governmental agencies.

The vendor must provide statistics on the number of applicant fingerprinting payment transactions processed annually by payment type.

The Vendor must ensure that applicant appointments are scheduled in a timely manner within 10 business days from the time the applicant makes initial inquiry unless the applicant requests an appointment beyond the 10 days.

The customer service center must, at a minimum, provide scheduling of appointments, answer applicant questions and provide directions. Merely registering applicants does not meet the requirements of this RFP.

2.5.2 Equipment

Vendor will be required to capture applicant fingerprints digitally.

a) Live Scan Device

All live scan or card scan equipment used to support the Applicant Fingerprinting Service project must be certified according to the FBI Image Quality Standards (IQS), Appendix F Standards. The Vendor must provide a copy of the FBI certification letter in their response.

Live scan equipment must be able to build and submit records at 1000 ppi in compliance with the state Interface Control Document (ICD), state National Institute of Standards and Technology (NIST) definitions including records Type 1 (State), Type 2 (State), Type 8 (Signature), and Type 14 (flat and rolled). This ICD document can be found in Appendix A.

The live scan device must be capable of capturing 1000 ppi 4, 4, 2 slap only capture.

The live scan device must provide necessary data fields required to process the transaction through the State's AFIS System. Unique data fields are required to be transmitted within the NIST file and can be found in Appendix A. The vendor will be required to contract with the State AFIS vendor for the development and testing of this interface.

b) ID Authentication

The vendor personnel must require the applicant to provide valid governmental photo identification for proof of identity at the fingerprinting session.

c) Manual Process

The Vendor shall have the capability to provide an applicant with a completed manual inked or electronically printed FBI standard fingerprint card if requested.

d) Digital Signatures

The Vendor is required to collect a digital signature from each applicant at the time of fingerprinting following the applicant's review and acknowledgement of terms and conditions related to the release of the applicant's criminal record.

The vendor must provide an example of where it has used signature capture devices in an applicant fingerprint network and statistics on the number of applicants processed utilizing this equipment.

e) Central Server/Store and Forward

The Vendor must provide a central server configuration that will receive and process electronic demographic, signature and fingerprint image information from the remote fingerprint capture locations. This component must include a secure communication line from the central server to the state network and equipment allowing for submission to the State's AFIS system for transaction processing. This interface requirement is defined in the State ICD document.

The Central Server must have adequate disk storage to retain a month's worth of fingerprint submissions in the event a communications circuit is not operational. Upon restoration of communication, the information must be sent to the criminal records repository without the need to re-fingerprint the applicants.

All fingerprint images, signature images, and demographic data shall be archived by the Vendor and shall remain the sole property of the State. The fingerprint image, signature image, and demographic data shall be stored in a non-proprietary EFTS format, meeting all State and FBI standards. The Vendor shall store these existing fingerprint images and demographic data with the ability to retrieve and transmit to the State.

The archive may be used for the subsequent transmission of archived data for statutory re-licensing issues. The archive may also be used for the re-transmission of any unsuccessful transmission.

The Vendor must develop a re-transmission procedure with individual user agencies to ensure that the correct records are submitted for re-transmission and that the accompanying demographic data is correct

The vendor must disclose its annual volume of applicant fingerprint transactions processed through existing central servers.

f) Card Scan Conversion

User agencies' applicants using manual "ink and roll" fingerprint cards will forward fingerprint cards to the Vendor. The Vendor shall conduct a technical examination of the fingerprint images to ensure a successful conversion into the electronic medium at 1000 ppi. Fingerprint images that do not pass the Vendor's

technical examination shall be returned to the applicant with a request for the bad prints to be re-rolled. The criterion for defining an "acceptable" quality fingerprint will be agreed upon by the Vendor and the State.

The Vendor shall convert data, signature and acceptable flat and rolled "ink and roll" fingerprint cards into an electronic medium whereby they may be transmitted electronically per the ICD found in Appendix A. This conversion and electronic transmission to the State must occur within 48 hours of receipt by the Vendor.

Following conversion, the Vendor shall document the transaction number of the electronic submission on the manual card and forward the card and record release authorization to the State Central Repository.

The vendor must provide an example of where it has performed card scanning in an applicant fingerprinting network and statistics on the number of applicants processed utilizing this equipment.

2.5.3 **Electronic Fingerprint Capture Service**

a) Fingerprinting Sites

All fingerprinting sites must be ADA compliant.

Fingerprinting sites must be established and staffed in such a manner as to ensure meeting the 10 business day scheduling requirement. No applicant should have to travel more than 50 miles (one way) to access fingerprinting services.

Fingerprint sites must be staffed by personnel that are approved by the West Virginia State Police.

Communications, facility and any other expenses required to perform the fingerprinting services as specified in this contract will be the responsibility of the Vendor.

The Vendor shall provide a receipt in a format approved by the State to each applicant as evidence of successful completion of the fingerprinting, including the identifying State Control Number assigned and submitted with the electronic submission.

The Vendor may work with user agencies to provide convenient fingerprinting sites as long as they meet the requirements above.

b) On-site Fingerprinting Services

Vendor must provide on-site fingerprinting services for groups of 25 or more applicants. The location must be at the convenience of the requesting agency. The Vendor must provide a point of contact for agencies wishing to use this service. The service may be negotiated between the vendor and the requesting agency.

c) Applicant Appointment

1) Applicant Identification

The applicant must present a valid form of photo ID at the time of fingerprinting. Acceptable forms of photo identification are drivers licenses issued by any state, passport, photo identification card issued by a municipality, county or state in lieu of a drivers license or a military ID.

2) Collect payment where not paid at the time of appointment scheduling, if applicable.

3) Verify applicant demographic data.

4) Provide the release for record check authorization and collect digital fingerprints and signature.

5) The Vendor shall provide a receipt in a format approved by the State to each applicant as evidence of successful completion of the fingerprinting, including the identifying State Control Number assigned and submitted with the electronic transmission.

6) Records must be transmitted in a timely manner within 24 hours from collection.

d) Electronic Submission Acceptance Requirements

The Vendor must be able to achieve and maintain acceptability rates of more than 98%.

e) Fingerprint Technician Training

The Vendor shall provide well-trained personnel to take fingerprints. The responsibility and costs for training these personnel is entirely with the Vendor. The Vendor must include a narrative explaining the curriculum used for training/certifying fingerprint personnel.

2.5.4 Results Processor

In order to a) create a single source of result delivery and b) create a secure automated method of processing and reporting these transaction results, the Vendors must provide the State with Automated Results Processing capability.

The results processor must be capable of processing the returned results as specified in the example returns as found in Appendix A.

In order to accomplish this functionality, all transactions submitted from livescan devices must be processed at a Central Transaction Switch. This hardware and software solution, which will be provided by the Vendor, but remain under the physical control and security of the State, serves as the central point of receipt, return, and coordination of all

transaction results for any fingerprint or supporting name based transactions. The Central Transaction Switch must:

- Utilize a database that records transactional data, search results, applicant information, transaction configurations, and other information necessary for the proper tracking, execution, and result dissemination of all transactions and system function.
- Be easily customizable by the State
- Be capable of programmatically creating and delivering results to authorized entities by email or paper letter, or a combination of both.
- Allow the State direct access to the information contained in the database for each transaction, including applicant information, transaction tracking information, transaction status, and all results data via client software provided to the State for use as a part of the applicant fingerprinting solution. Access from this software must be controlled by User id and password. Authorized users must be allowed to change transaction status, reprint results and perform follow up inquires to appropriate data sources to complete tasks necessary to adjudicate the transaction. All necessary configuration information including agency and ORI information must be table driven and able to be updated by the State.

2.5.5 Security

The FBI and the State have computer security requirements, including connection to the Internet by any computer connected to State local area networks or mainframe system. The successful Vendor, including employees and subcontractors working on this project, will be required to comply with current CJIS and National Crime Prevention and Privacy Compact Council Security requirements and policies throughout the duration of this contract award and will sign appropriate agreements and abide by these security requirements.

The successful Vendor personnel, including employees and subcontractors assigned to this project or performing activities related to this project must be approved by the West Virginia State Police.

All software and hardware systems utilized by the Vendor in the performance of this contract must be secured to prevent unauthorized access. The Vendor must provide the State with its IT Security Policy. This policy must encompass all industry standard security measures to ensure access to personal and financial information and systems is limited to those personnel requiring access to perform the duties necessary to accomplish this contract. At a minimum, the IT Security Policy must address:

- Physical security
- Access security
- Monitoring and auditing capability
- Data encryption
- Internet security
- Communication security
- Intrusion protection
- Virus protection

The personal information obtained from applicants will not be utilized in any way by the Vendor outside of the performance of this contract. Information obtained from the

applicant cannot be resold, disseminated to any entity, business, or individual. The Contractor will be required to sign a nondisclosure agreement. This agreement is contained in Appendix B.

The Vendor must provide the State with its Personal Data Privacy Policy.

2.5.6 Reports

The Vendor will be required to develop a number a standard and ad-hoc reports for use in reconciliation and other program objectives. These reports must be available for the State and User Agencies to access via a secure web site using a Vendor-assigned username and password. The State will work with the Vendor to identify required data elements for each report.

At a minimum, the Vendor will be required to produce the following reports:

- a) Monthly/Annual Summary
- b) Monthly/Annual Detail
- c) Fee Collection/Billing Reconciliation (for State access only)
- d) Ad-hoc Reports – To be developed at the mutual agreement of Vendor and the State.

Vendor must provide screens shot samples of each report listed above which have had any actual applicant data sanitized from view or replaced with fictitious data.

2.5.7 Billing

- a) Fee Structure

The Vendor will be responsible for collecting the entire applicant fingerprinting fee from either the applicant or the applicant's sponsoring agency/business. The fee is comprised of:

State fee: \$20.00

State Authorized Central Abuse Fee, if applicable: \$10.00

FBI fee: \$19.25

FBI NCPA/VCA Volunteer fee: \$15.25

Vendor Electronic Rolling/Submission fee: TBD

Vendor Manual Rolling Fee: TBD

Vendor Card Conversion/Submission Fee: TBD

Any invalid fees collected by the contractor, i.e., bad checks, credit cards, etc., resulting in non-payment are the sole responsibility of the Vendor

b) Reconciliation

The Vendor and the State shall reconcile billing on a monthly basis. All billing reconciliation shall be based upon the successful transmission of an applicant fingerprint transaction from the contractor to the State. The State will bill the contractor for applicants fingerprinted at all sites on a monthly basis. The Vendor shall make payment to the State for all applicable State and Federal fees within 30 days of receipt of the bill unless a discrepancy is noted. If the Vendor detects a discrepancy, the State must be notified within five (5) days.

c) Account Establishment and Funding

The Vendor must provide user agencies with the option to establish a customer account for payment of user agency applicants' fees. State Agency accounts must be in the form of billing accounts where the agency is billed at the end of the month for all activity on their account for that month. All other user agencies must be able to establish escrow accounts that allow their applicants to be charged against a balance maintained in the account and/or be permitted to establish credit accounts. If a user agency does not maintain a balance in their account, or fails to maintain a current credit account, the Vendor may refuse to allow applicants to be scheduled against the account or to continue to offer the agency credit.

2.5.8 Maintenance

a) Equipment and Software

Describe the maintenance levels that will be provided for each of the elements of the network, including how the State would request maintenance and what the vendor will do to mitigate disruption of service to the applicants.

b) Response Time

Describe the expected response time for maintenance for each element of the services infrastructure, i.e. live scan failure, server downtime, web site disruption of service, etc.

c) Call Escalation List

Provide a call escalation procedure with the name, title, area of responsibility and phone number for each level.

2.5.9 Project Management

Pursuant to West Virginia Code §5A-6-4b, the WV Office of Technology Enterprise Project Management Office (EPMO) has the responsibility for managing information technology projects and providing oversight for state agency information technology projects. EPMO uses a project management methodology based on the Project

Management Institute, Project Management Body of Knowledge (PMBOK). EPMO offers a methodology to its customers and their vendors that encompass a variety of templates and tools for project management.

The successful bidder will be required to utilize a formalized approach to project management, which is compliant with the PMBOK and includes the following:

- a) The successful vendor is required to assign an experienced and skilled project manager to the project. The vendor's project manager will be responsible for the compilation of the project plan and will be required to maintain the detailed plan through the full term of the project or until such time the vendor has completed the contract obligation.

Vendor must provide a project manager to act as the primary contact with the State.

- b) The project plan will be required to contain, at a minimum, the following components; stakeholder register, communication management, budget management, issue management, change management, risk management, and a detailed schedule that includes a detailed description of the task, the type of resources need for the task, start date, end date and any task dependencies (predecessors or successors). The vendor's project manager will also be required to develop a staffing plan. The vendor's project manager will be required to submit an updated work plan at a frequency that is agreed upon and is documented in the communication plan
- c) The vendor's project manager is required to deliver the project plan and staffing plan within 45 days after the award. The vendor's Project Manager will be responsible for the successful completion of all work tasks and deliverables as defined within the project plan within another 45 days for a total of 90 days after award.
- d) The vendor's Project Manager will be required to plan for and conduct status meetings on a periodic and as needed basis to discuss current project activities and address questions, issues, and concerns. A written status report for high level executives will be required. The status report submission frequency is required to be included in the communication plan. This status report is required to include, at a minimum, a health indicator for budget, scope and schedule along with reporting period accomplishments, issues and upcoming action items.
- e) During the execution of the project, the vendor's project manager will be required to maintain an issue log, risk log, change log, lessons learned, deliverable log, as well as the execution and management of the project plan.
- f) The vendor's project manager will be required to conduct a session for post review of the project. The post review will contain at a minimum lessons learned, review of issues, review of risks, and review of project team performance.

- g) The vendor's project manager will be required to ensure that accreditation and certification is performed during the closing of the project. Accreditation and certification can be done at the end of each phase of the project.
- h) EMPO's project management methodology is based on Project Management Institute, Project Management Body of Knowledge (PMBOK); therefore the vendor's project manager must have an understanding of principles and practices of PMBOK.
- i) The vendor's Project Manager is expected to effectively and efficiently work with EPPO and should work under the direction of the awarding agency while adhering to all governing policies, procedures and standards of each.

2.6 **Oral presentations:** During oral presentations, Vendors may not alter or add their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

2.6.1 Materials and information required at Oral Presentation:

- Vendors will be asked to give an oral presentation of its response to the committee to allow a better understanding of the Vendor's knowledge of the business and solution being proposed.
- The interview time shall be limited to Forty-Five (45) minutes with a question and answer session afterwards.

SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on the completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, Telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

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

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project.

This should include how each of the goals and objectives listed is to be met.

Attachment B: **Complete Attachment B: Mandatory Specification Checklist.** By signing and dating this attachment, the Vendor acknowledges that they met or exceed each of these specifications as outlined in 2.5 of section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: **Complete Attachment C: Cost Sheet** included in this RFP and submits in a separate sealed envelope. Cost should be clearly marked.

Oral presentations: If established by the Agency in the schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 2.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

Proposal Submission: Proposals must be received in **two distinct parts:** technical and cost.

- **Technical proposals** must not contain any cost information relating to the project
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

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 dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code §5A-3-11**, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One original technical and cost proposal plus 6 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) for both the technical and the cost should be clearly marked:

Vendor:	_____
Buyer:	TL-32
Req #:	DPS1115
Opening Date:	March 31, 2011
Opening Time:	1:30 p.m.

- 3.5 **Purchasing Affidavit:** *West Virginia 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.
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 3.8 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required: and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project: and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points for technical point score:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| • Qualifications and Experience | 20 Points Possible |
| A. Quality of the information included in the proposal | 5 |
| B. Qualifications of the primary Proposer, partners and subcontractors | 5 |
| C. Financial stability of the primary Proposer, partners and subcontractors | 5 |
| D. Demonstrated success in similar systems; including the ability to plan, mitigate risks, to meet timelines and to complete the design, development, implementation and deployment of project. | 5 |
| • Approach and methodology(Reference Section 2.5) | 30 Points Possible |
| A) Vendor's understanding of the State's requirements as expressed in the RFP response. | 4 |
| B) Comprehensive coverage of the goals, scope and requirements of the project. | 6 |
| C) Project management strategy. | 4 |
| D) Staffing plan, including knowledge and | 4 |

experience of prospective staff, including partners and subcontractors.

- E) Demonstrated ability to interface with systems using various protocols. 4
- F) Perceived lifecycle of proposed system. 4
- G) Flexibility and expandability of the proposed solution. 4

• **(Oral interview/Presentation) 20 Points Possible**

A) Experience	5
B) Overall plan for implementation	5
C) Customer accessibility	5
D) Knowledge of material and overall presentation	5

• **Cost 30 Points Possible**

Total 100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

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

- 4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposal, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.
- 4.2.3 **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.
- 4.3 **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 ad to any other matter relating to prices with any competitor unless the proposal is submitted as a joint venture.
- 4.4 **Rejection of Proposals:** The State reserves the right to except or reject any or all proposals, in part or in whole at its discretion. The state further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the state in any manner.
- 4.5 **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 requires to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **Public Record:** All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution Center after the bid opening.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in the **West Virginia Code §29B-1-4**. Any information considered a trade secret must be separated from the vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **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 duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum per \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interest shall be promptly presented in detail to the agency.
- 5.4 **Vendor Relationship:** The relationship of the Vendor the State shall be that of an independent contractor and no principal-agent relationship or employer –employee relationships contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms o RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and filing of all necessary documents, forms, and return pertinent to all of the forgoing.

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 forgoing 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.

- 5.4.1 **Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the State, enter onto subcontracts for performance of work under this contract.

- 5.4.2 **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 service 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 Vendors, its officers employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use of disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor , its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.
- 5.4.3 **Governing Laws:** 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 and regulations as provided by the Federal, State, and local government.
- 5.5 **Term of Contract and Renewals:** This contract will be effective 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, 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 providing services to the terms of the contract.
- 5.6 **Non-Appropriation of Funds:** If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the Sate may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the Vendor written notice of such non-appropriation 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.
- 5.7 **Changes:** If changes to the contract become necessary, a formal contract order will be negotiated by the State, the Agency, and the Vendor.
- As soon as possible, but not to surpass thirty (30) days after the receipt of a written change request from the Agency, the Vendor shall determine if there is an impact on the price with the change requested and provide the Agency a written Statement indentifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.
- NO CHANGE WILL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHAGE ORGER FROM PURCHASING DIVISION.**
- 5.8 **Price Quotation:** The price(s) quoted in the Vendor's proposal will not be subject to an increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to any Agency at the address on the face of the purchase order labeled "invoice To." Progress payment may be made at the option of the Agency on the basis of percentage of work completed of so defined in the final contract.
- 5.10 **Liquidation Damages:** According to West Virginia Code §5A-3-4(8), Vendor agrees that liquidation damages shall be imposed at the rate of \$ 1,000.00 (per week) for failure to provide

(deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines). This clause shall in no way be considered exclusive and shall not limit the State Agency's right to pursue any other additional remedy which the State or Agency may have legal cause for action.

- 5.11 **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 Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor 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 be terminated by the State with Thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* §148-1-7.16.2.

5.12 **Special Terms and Conditions:**

- 5.12.1 Bid and Performance Bonds – Bid Bond amount \$25,000.00
Performance Bond amount \$50,000.00

- 5.12.2 Insurance Requirements: The successful Vendor should maintain, and provide evidence thereof, for the duration of the agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of West Virginia in the following types and amounts:

- A. Comprehensive General Liability insurance, written on an "occurrence" basis, with a combined single limit of a minimum of One Million Dollars (\$1,000,000.00) to include coverage for the following where exposure exists:
1. General Liability
 2. Personal Injury

The State of West Virginia must be certificate holder.

- B. Professional Liability Insurance:
1. Liability: \$1,000,000.00 minimum per claim made limit with at least a \$2,000,000.00 aggregate.
 2. Coverage: Errors and Omissions including liability assumed under this contract.
- C. The Vendor agrees that with respect to the insurance requirements referenced above, the Agency shall be provided with certificates of insurance evidencing the required coverage prior to commencement of the agreement and thereafter upon request. Further, the Agency shall be provided with certificates evidencing renewals or replacements of said policies of insurance prior to the expiration of or the cancellation of any policies. Said notices of insurance shall be provided to :

WV State Police
Attn: Procurement Section
725 Jefferson Road
South Charleston, WV 25309

- 5.12.3 License Requirement: Workers' Compensation insurance covering all liability of the Vendor arising under the Workers' Compensation Act.
- 5.12.4 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds shall be made payable to the Purchasing Division and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed or frivolous or improper purpose, the bond shall be returned in its entirety.

5.13

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

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out 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 the 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 the Vendor

Attachment A: Vendor Response Sheet

2.3.1 The vendor must have at least 1 (one) successful statewide applicant fingerprinting network and/or at least 3 (three) applicant fingerprinting networks of similar size and scope (equipment installation/training projects are not considered of similar scope) and provide references of such projects.

2.3.2 References must include projects where services such as call center, employment of live scan operators, centralized data center, and fee collection were provided including:

- Company name, address and telephone number
- Contact person name, title, business address, phone number and email address
- Annual fingerprint volume
- Brief description of the services provided
- List the agency or agencies using the network
- Description of the technical solution including systems and applications installed
- List of fingerprinting centers including the hours of availability
- Letter of recommendation

2.3.3 The Vendor must also submit at least 3 (three) additional references that may be outside the scope of this project but will demonstrate the vendor's ability to implement and complete projects comparable to the size and scope of this RFP.

2.4.1 Provide statewide electronic live-scan fingerprinting services for non-criminal justice purposes.

Vendor Response:

2.4.2 Provide a Customer Service Center to serve as a single point of contact.

Vendor Response:

2.4.3 Provide electronic fingerprint Capture Service Locations (sites).

Vendor Response:

2.4.4 Provide automated results processing capability.

Vendor Response:

2.4.5 Provide billing system.

Vendor Response:

Attachment B: Mandatory Specification Checklist

Section 2.5.1 Customer Call Center

A) Call Center
Vendor Response:

B) Web Scheduling
Vendor Response:

C) Fee Collection
Vendor Response:

Section 2.5.2 Equipment

A) Live Scan Device
Vendor Response:

B) ID Authentication
Vendor Response:

C) Manual Processes
Vendor Response:

D) Digital Signatures
Vendor Response:

E) Central Server/Store and Forward
Vendor Response:

F) Card Scan Conversion
Vendor Response:

Section 2.5.3 Electronic Fingerprint Capture Service

A) Fingerprinting Sites
Vendor Response:

B) On-site Fingerprinting Services
Vendor Response:

C) Applicant Application
Vendor Response:

D) Electronic Submission Acceptance Requirements
Vendor Response:

E) Fingerprint Technician Training
Vendor Response:

Section 2.5.4 Results Processor

Vendor Response:

Section 2.5.5 Security

Vendor Response:

Section 2.5.6 Reports

A) Monthly/Annual Summary
Vendor Response:

B) Monthly/Annual Detail
Vendor Response:

C) Fee Collection/Billing Reconciliation
Vendor Response:

D) Ad-hoc Reports
Vendor Response:

Section 2.5.7 Billing

A) Fee Schedule
Vendor Response:

B) Reconciliation
Vendor Response:

C) Account Establishment and Funding
Vendor Response:

Section 2.5.8 Maintenance

A) Equipment and Software
Vendor Response:

B) Response Time
Vendor Response:

C) Call Escalation List
Vendor Response:

Section 2.5.9 Project Management

A) Vendor Response:

B) Vendor Response:

C) Vendor Response:

D) Vendor Response:

E) Vendor Response:

F) Vendor Response:

G) Vendor Response:

H) Vendor Response:

I) Vendor Response:

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Person/ Fax Number)

(Date)

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in separate sealed envelope. Cost should be clearly marked.

These fees are set is state statue.

State fee: \$20.00

State Authorized Central Abuse Fee, if applicable: \$10.00

These fees are set by the Federal Bureau of Investigation.

FBI fee: \$19.25

FBI NCPA/VCA Volunteer fee: \$15.25

Fees to be determined by Vendor:

Description	Cost Each	Estimated Prints	Total Cost
Vendor Electronic Rolling/Submission fee:		40,000	
Vendor Manual Rolling Fee:		5,000	
Vendor Card Conversion/Submission Fee:		5,000	
		Grand Total	

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

APPENDIX A

DESCRIPTOR DATA DICTIONARY FOR WEST VIRGINIA STATE POLICE

August 20, 2010
ICD-RFP; First Release

REVISION HISTORY

Version	Date	Summary of Change	Author
First Release	20 August 2010	Document No. ICD - WVSP	PWS

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1. INTRODUCTION

This document contains the Data Dictionary and Interface Requirements for the West Virginia State Police AFIS. The items in the data dictionary are categorized into the following subsections:

- Record Definitions
- Data Definitions
- Pick Lists
- Card Formats
- Interface Requirements

2. RECORD DEFINITIONS

The following list is a legend for the West Virginia Tenprint Descriptors table.

Field	Description
Field Name	Short description about the field contents
Char Type	A = alpha, N = numeric, S = special
Max Len	Maximum number of characters possible in one field
Max Occ	Maximum number of times that the field may occur (with different data)
Pick List	Check mark (✓) indicates there is a pick list for the field Auto indicates the value is automatically generated.
Field Num	NIST numerical field number for Printrak BIS.
DL Barcode	Check mark (✓) indicates that the field can be filled by scanning the 2D barcode from the subject's WV Driver License, if the data is available.
Tenprint Entry	Indicates entry condition at the LiveScan/PrintScan Stations and Non-Motorola Devices. M = Mandatory, O = Optional, C = Conditionally – Mandatory, ND = Not Displayed, Auto = Automatically generated Blank fields indicate that the field is not used.
CCH	Indicate the condition for the CCH interface for the Add Request (ADDR) and Update Request (DBUR) transactions.
FBI/Livescan Device	Indicates the NIST field number and conditions for FBI transactions and submissions from Livescan devices.
ADS	Person Record indicates that the field is added/updated to the person folder. Add indicates the descriptors that are added to the ADS. Edit indicates the editable descriptors in Database Maintenance and Quality Control. Retrieve (Ret) indicates the descriptors that may be used to retrieve records in Database Maintenance.

2.1 Tenprint Descriptors

The following tables define the tenprint descriptors and their characteristics. The descriptor order indicates the order that is displayed on the screens.

Table 2-1. Tenprint Descriptors

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TenPrint Applicant
Incident ID	N	12	1		2.601	Auto
Retention Code	A	1	1		2.005	Auto
Last Name	AS	20	1		2.603	M
First Name	A	15	1		2.604	M
Middle Initial	A	1	1		2.605	O
Name Suffix	A	3	1	√	2.606	O
AKA Segment			10			O
Last Name	A	30	1			O
First Name	A	15	1			O
Middle Initial	A	1	1		2.607	O
Suffix	A	3	1	√		O
Date of Birth	N	8	1			O
Social Security Number	N	9	1			O
Scars, Marks, Tattoos	AS	10	1	√		O
Date of Birth	N	8	1		2.022	M
Sex	A	1	1	√	2.024	M
Race	A	1	1	√	2.025	M
Skin	A	3	1	√	2.608	O
Height	N	3	1	√	2.027	M
Weight	N	3	1		2.029	M
Eye Color	A	3	1	√	2.031	M
Hair Color	A	3	1	√	2.032	M
Place of Birth	A	2	1	√	2.020	M
Social Security Number	N	9	4		2.016	O
US Citizen?	A	1	1	√	2.609	O
Country of Citizenship	A	2	1	√	2.021	O

WVSP Data Dictionary

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TenPrint	
						Applicant	
Miscellaneous Identification Number	ANS	15	4		2.017		O
Driver License Number	AN	20	1		2.610		O
Driver License State	A	2	1	√	2.611		O
Occupation	ANS	50	1		2.040		O
Reason Fingerprinted	ANS	75	1		2.037		M
Type of Search Requested ¹	A	1	1	√	2.043		O
Date Printed	N	8	1		2.038		M
Attention Indicator	ANS	30	1		2.006		O
Send Copy To	AN	19	9		2.007		O
Originating Agency Case Number	ANS	20	1		2.009		O
Request for Electronic Rap Sheet	A	1	1	√	2.070		O
Employer and Address	ANS	120	1		2.039		O
Mailing Address of Subject			1				O
Street	ANS	20	1				O
City	ANS	20	1		2.041		O
State	A	2	1	√			O
Zip Code	AS	10	1				O
Controlling Agency (ORI)	AN	9	3	√	2.073		Auto
Requesting Agency ORI ²	AN	9	3	√	2.612		O
Billing Number ³	AN	8	1	√	2.613		M
Facility Number ⁴	ANS	16	1		2.614		O
Multiple Agency Release Authorized? ⁵	A	1	1	√	2.615		M
Record Type	ANS	20	1		2.624		ND Auto
Operator Taking Prints	ANS	20	1		2.703		M

¹ This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

² Requesting Agency ORI is free text entry for the Applicant - NFUF and Volunteer - NFUF LiveScan profiles and selected from a pick list for the Applicant - NFUF card entry and Batch Applicant - NFUF profiles. This field is not used on any other profiles.

³ This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

⁴ This field is used only for the Applicant NFUF and Volunteer NFUF profiles.

⁵ This field is used only for the Volunteer NFUF profile.

Field Name	Char Type	Max Len	Max Occ	Pick List	Field Num	TenPrint
						Applicant
Mailing Address of Requesting Agency						
Name	ANS	20	1			
Street	ANS	20	1		2.625	M
City	ANS	20	1	√		
State	A	2	1			
Zip Code	AS	10	1			
Image Capture Equipment						
Make	ANS	25	1			ND
Model	ANS	25	1		2.067	Auto
Serial Number	ANS	50	1			Auto
Amputated or Bandaged						Auto
Finger Number	N	2	1	√		C
Amputated or Bandaged Code	A	2	1	√	2.084	M
						M

3. Data Definitions

This section defines the Type-2 data fields.

2.005 Retention Code

This is an alpha field indicating whether the arrest information submitted as a part of a transaction is to be retained as a permanent part of the FBI's Criminal Master File. Submit a "Y" for yes, an "N" for no. For Civil submissions, RET is used to indicate whether the civil submission is to be retained in the civil files. In the case where a Criminal Ident was made against the Criminal File in a Civil Submission (irrespective of the value of RET), under some conditions the record is retained as a Civil Cycle in that Criminal record.

2.006 Attention Indicator

This field shall contain a designation of the individual to whose attention a response is to be directed. Periods shall not be used (e.g., Det. J. Q. Public shall be entered as DET J Q PUBLIC). The value of ATN returned to the submitter is the value submitted. Special characters include any printable 7-bit ASCII character with the exception of the period.

2.007 Send Copy To

This field is used to indicate that additional electronic responses need to be forwarded to agencies other than the contributor by the state identification bureau. Special characters include any printable 7-bit ASCII character with the exception of the period.

2.009 Originating Agency Case Number

This field is used only for the custodial profile and contains the arrest tracking number. Special characters include any printable 7-bit ASCII character.

2.016 Social Security Number

This field contains the subject's social security number, if known. This number shall be entered as nine consecutive digits with no embedded punctuation characters. No foreign social security numbers shall be used.

2.017 Miscellaneous Identification Number

This field contains miscellaneous ID numbers provided by the subject. A valid MNU may be up to 15 alphanumeric characters in the format **aa-nnnnnnnnnnnnn**, where

- aa** is the code for the type of entered MNU and must be one of the following:
AF, AR, AS, BF, CG, CI, IO, MC, MD, MP, NA, NS, PP, PS, SS, or VA
- is a fixed hyphen
- nnnnnnnnnnnn** is the number with up to 12 characters

2.020 Place of Birth

The subject's place of birth is entered in this field as a two-letter abbreviation. Operator selection is made from the State and Country pick list located in the Pick Lists section.

2.021 Country of Citizenship

This field identifies the subject's country of citizenship. Operator selection is made from the Country of Citizenship pick list located in the Pick Lists section.

2.022 Date of Birth

The subject's date of birth is entered by the operator in this field in the format MMDDYYYY. For the CCH interface, this field shall the above format.

2.024 Sex

This field is used to report the gender of the subject. The entry is a single character selected from the following pick list.

<u>Code</u>	<u>Description</u>
M	Male
F	Female
U	Unknown

2.025 Race

This field is used to indicate the race of the subject. Use the predominant race code from the following pick list.

<u>Code</u>	<u>Description</u>
W	White
B	Black
I	Indian
A	Asian
U	Unknown

2.027 Height

This pick list field contains the subject's height as a three-character value. Operator selection is made from the Height pick list located in the Pick Lists section.

2.029 Weight

In this field the subject's weight in pounds is entered. The valid range is 050-499 pounds and must be submitted as a three-digit value.

2.031 Eye Color

For this field, the three-letter code from the following pick list is used to indicate the subject's color of eyes.

<u>Code</u>	<u>Description</u>
BRO	BROWN
BLK	BLACK
BLU	BLUE
GRN	GREEN
GRY	GRAY
HAZ	HAZEL
MAR	MAROON
MUL	MULTICOLORED
PNK	PINK
XXX	UNKNOWN

2.032 Hair Color

This field indicates the subject's hair color. Operator selection is made from the following pick list.

<u>Code</u>	<u>Description</u>
XXX	BALD
BLK	BLACK
BLN	BLOND OR STRAWBERRY
BRO	BROWN
GRY	GRAY OR PARTIALLY
RED	RED
SDY	SANDY
WHI	WHITE
XXX	UNKNOWN
BLU	BLUE
GRN	GREEN
ONG	ORANGE
PNK	PINK
PLE	PURPLE

2.037 Reason Fingerprinted

This free text field is used to indicate the purpose of a civil or applicant fingerprint card submission. Special characters include commas, spaces, hyphens, and slashes.

2.038 Date Printed

This field, displayed only in the Applicant profile, contains the date that the subject was fingerprinted. The date shall be entered in the format MMDDYYYY.

2.039 Employer and Address

This field contains the subject's employer and address.

2.040 Occupation

This free text field contains the subject's occupation. Special characters include commas, spaces, periods, and slashes.

2.041 Mailing Address of Subject

This group contains the mailing address for the subject in the following fields.

Street

City

State Operator selection is made from the State and Country pick list located in the Pick Lists section.

Zip Code

2.043 Type of Search Requested

A one-byte code shall be entered in this field from the following table to indicate the type of record being submitted. The field is applicable to the Applicant and Volunteer NFUF transactions as follows.

<u>Code</u>	<u>Type of Record</u>
V*	Civil submission in support of the National Child Protection Act of 1993

*When submitting fingerprints using TSR of V, the contributing agency should specify the NCPA/VCA-Volunteer.

2.067 Image Capture Equipment

This automatically generated group of fields logs the make, model, and serial number of the equipment used to acquire images in the following fields.

Make

Model

Serial Number

2.070 Request for Electronic Rap Sheet

This pick list field indicates whether a rap sheet should be returned using a "Y." If a rap sheet is needed, the field is blank.

2.073 Controlling Agency (ORI)

This field contains the agency identifier of the agency submitting the criminal record. For FBI purposes, this field shall be a nine-byte alphanumeric field. The first two characters shall be a valid alpha-character POB code, which represents the state in which the agency is located, and the entire field shall validate to an NCIC-authorized ORI. This field will be set to WVWSP0007.

2.084 Amputated or Bandaged

This grouped field contains information about amputated or bandaged fingerprints in an EFTS submission. It is comprised of two subfields, Finger Number (FGP), and Amputated Or Bandaged Code (AMPCD). The two-character finger position code is followed by the separator and the amputated or bandaged code. Multiple fingers shall be separated by the separator. This field is to be used anytime there are fewer than ten printable fingers in a ten-print submission. A partially scarred finger should be printed. If the forwarding agency is not sure of the reason a finger's image is missing (for example, when the arresting agency did not specify a reason in its submission to the State Ident Bureau), the "UP" code should be used.

Two characters represent each finger number as follows:

<u>Finger Position</u>	<u>FGP</u>
Right thumb	01
Right index	02
Right middle	03
Right ring	04
Right little	05
Left thumb	06
Left index	07
Left middle	08
Left ring	09
Left little	10

The following is a list of allowable indicators for the AMPCD:

<u>Descriptor</u>	<u>AMPCD</u>
Amputation	XX
Unable to print (e.g., bandaged)	UP

2.601 Incident ID

For LiveScan cases, the Incident ID shall be automatically generated as a 12-digit number in the format *dddnnnnnnnnnn*, where:

- ddd* is the device ID
- nnnnnnnnnn* is the sequence number

For card entry cases, the Incident ID shall be entered or scanned by the operator. The format is TBD.

2.603 Last Name

The subject's last name is entered in this field. Special characters include the hyphen and space.

2.604 First Name

The subject's first name is entered in this field.

2.605 Middle Initial

The subject's middle initial is entered in this field.

2.606 Suffix

The subject's name suffix is entered in this field. Operator selection is made from the following pick list.

JR, SR, I, II, III, IV, V, VI

2.607 AKA Segment

This group contains the arrest information for the subject in the following fields.

Last Name

First Name

Middle Initial

Suffix

Date of Birth

Social Security Number

Scars, Marks, Tattoos

Operator selection is made from the Scars, Marks, Tattoos pick list located in the Pick Lists section.

Note: This is the location of the only Scars, Marks, Tattoos field in the WVSP descriptor set and is not intended to be for AKAs.

2.608 Skin

This field indicates the skin tone of the subject. Operator selection is made from the following pick list.

<u>Code</u>	<u>Description</u>
SKN	SKN_LITERAL
ALB	ALBINO
BLK	BLACK
DRK	DARK
DBR	DARK BROWN
FAR	FAIR
LGT	LIGHT
LBR	LIGHT BROWN
MED	MEDIUM
MBR	MEDIUM BROWN
OLV	OLIVE
RUD	RUDDY
SAL	SALLOW
YEL	YELLOW

2.609 US Citizen?

This Yes/No pick list field is used to indicate if the subject is a U.S. citizen is sent to the CCH.

2.610 Driver License Number

This field contains the subject's driver license number.

2.611 Driver License State

This field contains the state or country of the subject's driver license number. Operator selection is made from the State and Country pick list located in the Pick Lists section.

2.612 Requesting Agency ORI

The entered Requesting Agency ORI will be validated against the Billing Number/Requesting Agency ORI table to determine if the Applicant - NFUF or Volunteer - NFUF record will be submitted to IAFIS. Refer to the requirements specification for further explanation.

Requesting Agency ORI is free text entry for the Applicant - NFUF and Volunteer - NFUF LiveScan profiles and selected from the following pick list for the Applicant - NFUF card entry and Batch Applicant - NFUF profiles. This field is not used on any other profiles. A current Listing will be supplied.

2.613 Billing Number

The Billing Number will be validated against the Billing Number/Requesting Agency ORI table to determine if a search response is issued for a submitted Applicant - NFUF or Volunteer - NFUF record. Refer to the requirements specification for further explanation. Operator selection is made from the Billing Number pick list located in the Pick Lists section.

2.614 Facility Number

This free text field is entered by the operator for the Applicant NFUF profiles and is used in the applicant billing report.

2.615 Multiple Agency Release Authorized?

This Yes/No pick lists field is used for the Volunteer - NFUF profile to indicate if criminal history discovered from a fingerprint search can be sent to multiple agencies.

2.624 Record Type

This field will be automatically set with the following values according to the selected workflow profile.

<u>Profile</u>	<u>Value</u>
Applicant - NFUF	Applicant
Volunteer - NFUF	Applicant

2.625 Mailing Address of Requesting Agency

This group contains the mailing address for the Requesting Agency in the following fields.

Name
Street
City
State
Zip Code

2.703 Operator Taking Prints

This free text field is entered by the operator for the Applicant - NFUF and Volunteer - NFUF profiles and is used to indentify the operator taking the prints..

4. Pick Lists

4.1 Agency ORI

This List will be provided to the vendor after bid award.

4.2 Billing Number

Vendor will be assigned a billing number. A current Listing will be provided.

4.3 Country of Citizenship

<u>Code</u>	<u>Description</u>
US	United States of America (USA)
CD	Canada
MM	Mexico
AF	Afghanistan
AA	Albania
AN	Algeria
AD	Andorra
AO	Angola
AE	Anguilla
AI	Antigua and Barbuda
AT	Argentina
AP	Armenia
AJ	Aruba (now independent)
AH	Ashmore and Cartier Islands
AS	Australia
AU	Austria
AV	Azerbaijan
AQ	Azores (Islands)
BD	Bahamas, The
BE	Bahrain/Bahrein
BW	Balearic Islands
BL	Bangladesh
BB	Barbados
BF	Bassas Da India
BG	Belgium
BH	Belize (formerly British Honduras)
DH	Benin (formerly Dahomey)
BM	Bermuda
BN	Bhutan

BV	Bolivia
BP	Bosnia and Herzegovina
BT	Botswana
BQ	Bouvet Island
BZ	Brazil
BO	British Indian Ocean Territory
VB	British Virgin Islands
BX	Brunei
BU	Bulgaria
UV	Burkina Faso (known as Burkina, formerly Upper Volta)
BR	Burma
BI	Burundi
BY	Byelarus
CJ	Cambodia (formerly Khmer Republic and Kampuchea)
CM	Cameroon
ZI	Canary Islands
CV	Cape Verde Islands
CP	Cayman Islands
CW	Central African Republic
CF	Chad
CQ	Chile
RC	China, People's Republic of
HR	Christmas Island, Territory of
DB	Clipperton Island
DD	Cocos (Keeling) Islands
CB	Colombia
DG	Comoros (or Comoros Islands)
RB	Congo, Republic of
DI	Cook Islands
DJ	Coral Sea Islands
CR	Costa Rica
KC	Croatia
CC	Cuba
CS	Cyprus
EZ	Czech Republic
DK	Denmark
DN	Djibouti
DM	Dominica
DR	Dominican Republic
EU	Ecuador
EY	Egypt (United Arab Republic)
EL	El Salvador
EN	England
EK	Equatorial Guinea
ET	Eritrea
ES	Estonia
EO	Ethiopia
ER	Europa Island
FA	Falkland Islands
FO	Faroe Islands

FJ	Fiji
FD	Finland
FN	France
FG	French Guiana
FP	French Polynesia
FR	French Southern and Antarctic Lands, Territory of the(French overseas territory)
GB	Gabon
GK	Gambia, The
GZ	Gaza
GD	Georgia
GE	Germany
GG	Ghana
RG	Gibraltar
GO	Glorioso Islands
GC	Greece
GN	Greenland
GJ	Grenada
GP	Guadeloupe
GT	Guatemala
GF	Guernsey
GI	Guinea
PG	Guinea Bissau (formerly Portuguese Guinea)
GY	Guyana
HT	Haiti
HE	Heard Island and McDonald Islands, Territory of
HD	Honduras
HK	Hong Kong
HU	Hungary
IC	Iceland
IB	Isle of Man
II	India
IO	Indonesia
IR	Iran
IQ	Iraq
IE	Ireland (does not include Northern Ireland)
IS	Israel
IT	Italy (includes Sicily and Sardinia)
IY	Ivory Coast (Cote d'Ivoire, Republic of)
JM	Jamaica
JN	Jan Mayen
JA	Japan
JE	Jersey
JO	Jordan
JU	Juan de Nova Island
KT	Kazakhstan
KE	Kenya
KB	Kiribati (formerly Gilbert Islands)
KN	Korea, North
KO	Korea, South
KU	Kuwait

KY	Kyrgyzstan
LS	Laos
LN	Lebanon
LE	Lesotho
LB	Liberia
LY	Libya
LI	Liechtenstein
LH	Lithuania
LX	Luxembourg
ZD	Macedonia
IM	Madeira Islands
OC	Macau (formerly spelled Macao)
MP	Malagasy Republic (includes Madagascar)
MF	Malawi
MZ	Malaysia
MV	Maldives
ML	Mali
MY	Malta
KH	Manahiki Island
ZB	Martinique
MU	Mauritania
UM	Mauritius
YO	Mayotte, Territorial Collectivity of
FS	Micronesia, Federated States of
LD	Moldova
MJ	Monaco
MG	Mongolia
RR	Montserrat
MQ	Morocco
ZO	Mozambique
SJ	Namibia (South West Africa)
NR	Nauru
NP	Nepal
NE	Netherlands (Holland)
NX	Netherlands Antilles
NQ	New Caledonia
NZ	New Zealand
NU	Nicaragua
NN	Niger
NG	Nigeria
IU	Niue
OF	Norfolk Island
NI	Northern Ireland
NW	Norway
OI	Okinawa
OM	Oman
PK	Pakistan
PD	Palau, Republic of
PM	Panama
NO	Papua New Guinea (formerly New Guinea)

PF	Paracel Islands
PV	Paraguay
PU	Peru
PI	Philippines
PC	Pitcairn, Henderson, Ducie, and Oeno Islands (Dependent territory of United Kingdom)
PO	Poland
PT	Portugal
QA	Qatar
RE	Reunion
RU	Romania/Rumania
RA	Russia
SX	Russia (USSR)
RF	Russia Federation
RW	Rwanda
TS	Saint Christopher (or St. Kitts) and Nevis
HS	Saint Helena
LU	Saint Lucia
PS	Saint Pierre and Miquelon
VV	Saint Vincent and the Grenadines
SH	San Marino
TP	Sao Tome and Principe
SB	Saudi Arabia
SS	Scotland
SG	Senegal
SE	Seychelles
SA	Sierra Leone
SR	Singapore
LF	Slovakia
LO	Slovenia
BS	Solomon Islands (formerly British Solomon Islands)
SM	Somalia
SF	South Africa
GS	South Georgia and the South Sandwich Islands
SP	Spain
TE	Spratly Islands
CY	Sri Lanka (formerly Ceylon)
SU	Sudan
ZC	Surinam
SV	Svalbard
SW	Swaziland
SQ	Sweden
SZ	Switzerland
SY	Syria
TW	Taiwan (Republic of China)
TJ	Tajikistan
TZ	Tanzania, United Republic of
TH	Thailand
TO	Togo
TK	Tokelau
TG	Tonga

TQ	Tongareva Island
TT	Trinidad and Tabago
TM	Tromelin Island
TD	Trust Territory of the Pacific Islands
TF	Tuamotu Archipelago
TU	Tunisia
TY	Turkey
UR	Turkmenistan
TR	Turks and Caicos Islands
TV	Tuvalu (formerly Ellice Islands)
UG	Uganda
UK	Ukraine
TC	United Arab Emirates (formerly Trucial States)
UY	Uruguay
UZ	Uzberistan
HN	Vanuatu (formerly New Hebrides)
VY	Vatican City
VZ	Venezuela
RV	Vietnam, Socialist Republic of
WL	Wales
WF	Wallis and Futuna
WB	West Bank
WN	West Indies (for West Indies Islands not separately listed)
RS	Western Sahara (formerly Spanish Sahara)
WS	Western Samoa
RY	Yemen, Republic of
YG	Yugoslavia
ZR	Zaire (formerly Congo Kinshasa)
ZM	Zambia
RH	Zimbabwe (formerly Rhodesia)
XX	Unknown
YY	All Others (use when code is not included in any other category)

4.4 Height

<u>Code</u>	<u>Description</u>
400	4'0"
401	4'1"
402	4'2"
403	4'3"
404	4'4"
405	4'5"
406	4'6"
407	4'7"
408	4'8"
409	4'9"
410	4'10"

411	4'11"
500	5'0"
501	5'1"
502	5'2"
503	5'3"
504	5'4"
505	5'5"
506	5'6"
507	5'7"
508	5'8"
509	5'9"
510	5'10"
511	5'11"
600	6'0"
601	6'1"
602	6'2"
603	6'3"
604	6'4"
605	6'5"
606	6'6"
607	6'7"
608	6'8"
609	6'9"
610	6'10"
611	6'11"
700	7'0"
701	7'1"
702	7'2"
703	7'3"
704	7'4"
705	7'5"
706	7'6"
707	7'7"
708	7'8"
709	7'9"
710	7'10"
711	7'11"
000	UNKNOWN

4.5 Scars, Marks, Tattoos

<u>Code</u>	<u>Description</u>
ART L ARM	Arm, left, artificial
ART ARM	Arm, nonspecific, artificial
ART R ARM	Arm, right, artificial
BRA LR ARM	Brace, left and right arms
BRAC L ARM	Brace, left arm
BRAC ARM	Brace, one arm, nonspecific
BRAC R ARM	Brace, right arm

BRACE BACK	Brace, back
BRA LR LEG	Brace, left and right legs
BRAC L LEG	Brace, left leg
BRAC LEG	Brace, one leg, nonspecific
BRAC R LEG	Brace, right leg
BRACE NECK	Brace, neck
BRAC TEETH	Braces, teeth
CANE	Cane
CON LENSES	Contact lenses
CRUTCHES	Crutches
DENT LOW	Denture, lower only
DENT UP	Denture, upper only
DENT UP LO	Denture, upper and lower
ART L EAR	Ear, left, artificial
ART R EAR	Ear, right, artificial
ART L EYE	Eye, left, artificial
ART R EYE	Eye, right, artificial
ART L FT	Foot, left, artificial
ART R FT	Foot, right, artificial
GLASSES	Glasses (prescription)
GOLD TOOTH	Gold tooth
ART L HND	Hand, left, artificial
ART R HND	Hand, right, artificial
HEAR AID	Hearing aid
ART L LEG	Leg, left, artificial
ART R LEG	Leg, right, artificial
SLVR TOOTH	Silver tooth
WHEELCHAIR	Wheelchair
DEAF EAR	Deaf, one ear, nonspecific
DEAF L EAR	Deaf, left ear
DEAF R EAR	Deaf, right ear
DEAF	Deaf, left and right ears
DEAF MUTE	Deaf-mute
CAUL L EAR	Cauliflower ear, left
CAUL R EAR	Cauliflower ear, right
CL LIP	Cleft lip
CLEFT PAL	Cleft palate
CRIP L ARM	Crippled arm, left
CRIP R ARM	Crippled arm, right
CRIP L FGR	Crippled finger(s), left hand
CRIP R FGR	Crippled finger(s), right hand
CRIP L FT	Crippled foot, left
CRIP R FT	Crippled foot, right
CRIP L HND	Crippled hand, left
CRIP R HND	Crippled hand, right
CRIP L LEG	Crippled leg, left
CRIP R LEG	Crippled leg, right
CRIP L TOE	Crippled toe(s), left
CRIP R TOE	Crippled toe(s), right
DEV SEPTUM	Deviated septum
EXTR BRST	Extra breast, nonspecific
EXTR CBRST	Extra breast, center

EXTR LBRST	Extra breast, left
EXTR RBRST	Extra breast, right
EXTR L FGR	Extra finger(s), left hand
EXTR R FGR	Extra finger(s), right hand
EXTR NIP	Extra nipple, nonspecific
EXTR C NIP	Extra nipple, center
EXTR L NIP	Extra nipple, left
EXTR R NIP	Extra nipple, right
EXTR L TOE	Extra toe(s), left
EXTR R TOE	Extra toe(s), right
EXTR U TTH	Extra tooth/teeth (upper jaw)
EXTR L TTH	Extra tooth/teeth (lower jaw)
EXTR VRT	Extra vertebra(e), nonspecific
EXTR C VRT	Extra cervical vertebra(e)
EXTR L VRT	Extra lumbar vertebra(e)
CL LIP	Harelip
HUMPBACKED	Humpbacked
MUTE	Mute
PROT L JAW	Protruding lower jaw
PROT U JAW	Protruding upper jaw
SHRT L LEG	Shorter left leg
SHRT R LEG	Shorter right leg
DA ALCOHOL	Alcohol
DA AMPHETA	Amphetamines
DA BARBITU	Barbiturates
DA COCAINE	Cocaine (includes crack)
DA GLUE	Glue
DA HALLUCI	Hallucinogens
DA MARIJUA	Marijuana
DA NARCOTI	Narcotics
DA PAINT	Paint (includes thinner)
DA RITALIN	Ritalin
DA ROHYPNL	Rohypnol
DA OTHER	Other drugs of abuse not listed above
BLND EYE	Blind, one eye, nonspecific
BLND L EYE	Blind, left eye
BLND R EYE	Blind, right eye
BLIND	Blind, both eyes
CATARACT	Cataract, (nonspecific)
CATA L EYE	Cataract, left eye
CATA R EYE	Cataract, right eye
CROSSEYED	Cross-eyed
GLAUCOMA	Glaucoma
FRC ANKL	Ankle, nonspecific
FRC L ANKL	Ankle, left
FRC R ANKL	Ankle, right
FRC ARM	Arm, nonspecific
FRC UL ARM	Arm, upper left
FRC LL ARM	Arm, lower left
FRC UR ARM	Arm, upper right
FRC LR ARM	Arm, lower right
FRC BACK	Back

FRC CLAVIC	Clavicle, nonspecific
FRC LCLAVI	Clavicle, left
FRC RCLAVI	Clavicle, right
FRC FGR	Finger(s), nonspecific
FRC L FGR	Finger(s), left hand
FRC R FGR	Finger(s), right hand
FRC FOOT	Foot, nonspecific
FRC L FOOT	Foot, left
FRC R FOOT	Foot, right
FRC HAND	Hand, nonspecific
FRC L HAND	Hand, left
FRC R HAND	Hand, right
FRC JAW	Jaw, nonspecific
FRC UL JAW	Jaw, upper left
FRC LL JAW	Jaw, lower left
FRC UR JAW	Jaw, upper right
FRC LR JAW	Jaw, lower right
FRC KNEE	Knee, nonspecific
FRC L KNEE	Knee, left
FRC R KNEE	Knee, right
FRC LEG	Leg, nonspecific
FRC UL LEG	Leg, upper left
FRC LL LEG	Leg, lower left
FRC UR LEG	Leg, upper right
FRC LR LEG	Leg, lower right
FRC NECK	Neck
FRC NOSE	Nose
FRC PELVIS	Pelvis, nonspecific
FRC LPELVI	Pelvic bone, left
FRC RPELVI	Pelvic bone, right
FRC RIBS	Rib(s), nonspecific
FRC L RIB	Rib(s), left
FRC R RIB	Rib(s), right
FRC SHLD	Shoulder, nonspecific
FRC L SHLD	Shoulder, left
FRC R SHLD	Shoulder, right
FRC SKULL	Skull
FRC SPINE	Spine
FRC STERN	Sternum
FRC TOE	Toe(s), nonspecific
FRC L TOE	Toe(s), left foot
FRC R TOE	Toe(s), right foot
FRC WRIST	Wrist, nonspecific
FRC L WRST	Wrist, left
FRC R WRST	Wrist, right
HFR ANKL	Ankle, nonspecific
HFR L ANKL	Ankle, left
HFR R ANKL	Ankle, right
HFR ARM	Arm, nonspecific
HFR UL ARM	Arm, upper left
HFR LL ARM	Arm, lower left
HFR UR ARM	Arm, upper right

HFR LR ARM	Arm, lower right
HFR BACK	Back
HFR CLAVIC	Clavicle, nonspecific
HFR LCLAVI	Clavicle, left
HFR RCLAVI	Clavicle, right
HFR FGR	Finger(s), nonspecific
HFR L FGR	Finger(s), left hand
HFR R FGR	Finger(s), right hand
HFR FOOT	Foot, nonspecific
HFR L FOOT	Foot, left
HFR R FOOT	Foot, right
HFR HAND	Hand, nonspecific
HFR L HAND	Hand, left
HFR R HAND	Hand, right
HFR JAW	Jaw, nonspecific
HFR UL JAW	Jaw, upper left
HFR LL JAW	Jaw, lower left
HFR UR JAW	Jaw, upper right
HFR LR JAW	Jaw, lower right
HFR KNEE	Knee, nonspecific
HFR L KNEE	Knee, left
HFR R KNEE	Knee, right
HFR LEG	Leg, nonspecific
HFR UL LEG	Leg, upper left
HFR LL LEG	Leg, lower left
HFR UR LEG	Leg, upper right
HFR LR LEG	Leg, lower right
HFR NECK	Neck
HFR NOSE	Nose
HFR PELVIS	Pelvis, nonspecific
HFR LPELVI	Pelvic bone, left
HFR RPELVI	Pelvic bone, right
HFR RIBS	Rib(s), nonspecific
HFR L RIB	Rib(s), left
HFR R RIB	Rib(s), right
HFR SHLD	Shoulder, nonspecific
HFR L SHLD	Shoulder, left
HFR R SHLD	Shoulder, right
HFR SKULL	Skull
HFR SPINE	Spine
HFR STERN	Sternum
HFR TOE	Toe(s), nonspecific
HFR L TOE	Toe(s), left foot
HFR R TOE	Toe(s), right foot
HFR WRIST	Wrist, nonspecific
HFR L WRST	Wrist, left
HFR R WRST	Wrist, right
MC ACNE	Acne
MC ALCOHOL	Alcoholism
MC ALLERGY	Allergies (including asthma)
MC ALZHMRS	Alzheimer's disease
MC ARTHRITS	Arthritis

MC ADD	Attention Deficit Disorder
MC BEHAVIO	Behavior disorder
MC CANCER	Cancer
MC DIABTIC	Diabetic
MC DOWNSYN	Down Syndrome
MC DRUGAB	Drug abuse
MC EATDIS	Eating disorders
MC HEART	Heart or circulatory diseases
MC BLOOD	Hematological diseases (diseases of the blood)
MC KIDNEY	Kidney conditions or diseases
MC LIVER	Liver disease
MC NERVOUS	Nervous conditions
MC NRLGCAL	Neurological conditions or diseases
MC PARPLGC	Paraplegic
MC PREGNAN	Pregnancy – present
MC PASTPRE	Pregnancy – past
MC PLMNARY	Pulmonary (lung) diseases
MC QUADPLG	Quadriplegic
MC SKIN	Skin disorders
MC THYROID	Thyroid conditions or diseases
MC TB	Tuberculosis
MC TOURETE	Tourette's syndrome
MC OTHER	Other medical disorders/conditions not listed above, identify
ART ELBOW	Artificial elbow joint
ART HIP	Artificial hip joint
ART KNEE	Artificial knee joint
ART LARYNX	Artificial larynx
ART SHLD	Artificial shoulder joint
ART BRSTS	Breast implant, left and right
ART L BRST	Breast implant, left
ART R BRST	Breast implant, right
CARD PACEM	Cardiac pacemaker
COLOST APP	Colostomy appliances
INTRA ROD	Intramedullary rod
IUD	Intrauterine device
ORTH NAIL	Orthopedic nail or pin
ORTH PLATE	Orthopedic plate
ORTH SCREW	Orthopedic screw
IMPL PENIS	Penile implant
SHUNT ART	Shunt, arterial vascular
SHUNT CERB	Shunt, cerebral ventricle
SKL PLATE	Skull plate
STAPLES	Staples
EAR TUBES	Tubes in ears, left and right
TUBE L EAR	Tube in left ear
TUBE R EAR	Tube in right ear
VASC PROTH	Vascular prosthesis
WIRE SUTUR	Wire sutures
MISS ADND	Adenoids
MISS APPNX	Appendix
MISS L ARM	Arm, left
MISS R ARM	Arm, right

MISS LLARM	Arm, lower left
MISS LRARM	Arm, lower right
MISS BRSTS	Breasts
MISS LBRST	Breast, left
MISS RBRST	Breast, right
MISS L EAR	Ear, left
MISS R EAR	Ear, right
MISS L EYE	Eye, left
MISS R EYE	Eye, right
MISS L FGR	Finger(s), left hand
MISS R FGR	Finger(s), right hand
MISS L FJT	Finger joint(s), left hand
MISS R FJT	Finger joint(s), right hand
MISS L FT	Foot, left
MISS R FT	Foot, right
MISS GALL	Gallbladder
MISS L HND	Hand, left
MISS R HND	Hand, right
MISS INTES	Intestines
MISS L KID	Kidney, left
MISS R KID	Kidney, right
MISS LRYNX	Larynx
MISS L LEG	Leg, left
MISS R LEG	Leg, right
MISS LLLEG	Leg, lower left
MISS LRLEG	Leg, lower right
MISS LLUNG	Lung, left
MISS RLUNG	Lung, right
MISS NOSE	Nose
MISS OVARS	Ovaries
MISS LOVAR	Ovary, left
MISS ROVAR	Ovary, right
MISS PANCR	Pancreas
MISS PENIS	Penis
MISS PROST	Prostate gland
MISS SPLEN	Spleen
MISS STOMA	Stomach
MISS L TES	Testis, left
MISS R TES	Testis, right
MISS THYRD	Thyroid
MISS L TOE	Toe(s), left foot
MISS R TOE	Toe(s), right foot
MISS TONG	Tongue
MISS TONSL	Tonsils
MISS UTRUS	Uterus
MISS C VRT	Cervical vertebra(e)
MISS L VRT	Lumbar vertebra(e)
MISS VRT	Vertebra(e), nonspecific
MOLE ABDOM	Abdomen
MOLE ANKL	Ankle, nonspecific
MOLE L ANK	Ankle, left
MOLE R ANK	Ankle, right

MOLE L ARM	Arm, left
MOLE R ARM	Arm, right
MOLE BACK	Back
MOLE BRST	Breast, nonspecific
MOLE LBRST	Breast, left
MOLE RBRST	Breast, right
MOLE BUTTK	Buttocks, nonspecific
MOLE L BUT	Buttock, left
MOLE R BUT	Buttock, right
MOLE CHK	Cheek (face), nonspecific
MOLE L CHK	Cheek (face), left
MOLE R CHK	Cheek (face), right
MOLE CHEST	Chest
MOLE CHIN	Chin
MOLE EAR	Ear, nonspecific
MOLE L EAR	Ear, left
MOLE R EAR	Ear, right
MOLE L EYE	Eyebrow, left/left eye area
MOLE R EYE	Eyebrow, right/right eye area
MOLE FGR	Finger(s), nonspecific
MOLE L FGR	Finger(s), left hand
MOLE R FGR	Finger(s), right hand
MOLE FOOT	Foot, nonspecific
MOLE L FT	Foot, left
MOLE R FT	Foot, right
MOLE FHD	Forehead
MOLE GROIN	Groin area
MOLE HAND	Hand, nonspecific
MOLE L HND	Hand, left
MOLE R HND	Hand, right
MOLE HEAD	Head, nonspecific
MOLE HIP	Hip, nonspecific
MOLE L HIP	Hip, left
MOLE R HIP	Hip, right
MOLE KNEE	Knee, nonspecific
MOLE L KNE	Knee, left
MOLE R KNE	Knee, right
MOLE LEG	Leg, nonspecific
MOLE L LEG	Leg, left
MOLE R LEG	Leg, right
MOLE LIP	Lip, nonspecific
MOLE L LIP	Lip, lower
MOLE U LIP	Lip, upper
MOLE NECK	Neck
MOLE NOSE	Nose
MOLE PENIS	Penis
MOLE SHLD	Shoulder, nonspecific
MOLE L SHD	Shoulder, left
MOLE R SHD	Shoulder, right
MOLE THGH	Thigh, nonspecific
MOLE L THG	Thigh, left
MOLE R THG	Thigh, right

MOLE L WRS	Wrist, left
MOLE R WRS	Wrist, right
NM L ARM	Arm, left
NM R ARM	Arm, right
NM L BUTTK	Buttock, left
NM R BUTTK	Buttock, right
NM L FGR	Finger(s), left hand
NM R FGR	Finger(s), right hand
NM L FOOT	Foot, left
NM R FOOT	Foot, right
NM L HND	Hand, left
NM R HND	Hand, right
NM L LEG	Leg, left
NM R LEG	Leg, right
NM L THIGH	Thigh, left
NM R THIGH	Thigh, right
NM L WRIST	Wrist, left
NM R WRIST	Wrist, right
BALD	Bald/balding
CLEFT CHIN	Cleft chin
DIMP CHIN	Dimple, chin
DIMP L CHK	Dimples, left cheek (face)
DIMP R CHK	Dimples, right cheek (face)
FRECKLES	Freckles
HAIR IMPL	Hair implants
PRCD ABDMN	Pierced abdomen
PRCD BACK	Pierced back
PRCD EAR	Pierced ear, one, nonspecific
PRCD EARS	Pierced ears
PRCD L EAR	Pierced ear, left
PRCD R EAR	Pierced ear, right
PRCD EYE	Pierced eyebrow, nonspecific
PRCD L EYE	Pierced eyebrow, left
PRCD R EYE	Pierced eyebrow, right
PRCD GNTLS	Pierced genitalia
PRCD LIP	Pierced lip, nonspecific
PRCD ULIP	Pierced lip, upper
PRCD LLIP	Pierced lip, lower
PRCD NIPPL	Pierced nipple, nonspecific
PRCD L NIP	Pierced nipple, left
PRCD R NIP	Pierced nipple, right
PRCD NOSE	Pierced nose
PRCD TONGU	Pierced tongue
STUTTERS	Stutters
TRANSSEXL	Transsexual
TRANSVST	Transvestite
SC ABDOM	Abdomen
SC ANKL	Ankle, nonspecific
SC L ANKL	Ankle, left
SC R ANKL	Ankle, right
SC ARM	Arm, nonspecific
SC L ARM	Arm, left

SC LIP	Lip, nonspecific
SC LOW LIP	Lip, lower
SC UP LIP	Lip, upper
SC NECK	Neck
SC NOSE	Nose
SC PENIS	Penis
POCKMARKS	Pockmarks
SC SHLD	Shoulder, nonspecific
SC L SHLD	Shoulder, left
SC R SHLD	Shoulder, right
SC THGH	Thigh, nonspecific
SC L THGH	Thigh, left
SC R THGH	Thigh, right
SC WRIST	Wrist, nonspecific
SC L WRIST	Wrist, left
SC R WRIST	Wrist, right
DISC ABDOM	Abdomen
DISC ANKL	Ankle, nonspecific
DISC L ANK	Ankle, left
DISC R ANK	Ankle, right
DISC ARM	Arm, nonspecific
DISC L ARM	Arm, left
DISC R ARM	Arm, right
DISC BACK	Back
DISC BRST	Breast, nonspecific
DISC L BRS	Breast, left
DISC R BRS	Breast, right
DISC BUTTK	Buttock, nonspecific
DISC L BUT	Buttock, left
DISC R BUT	Buttock, right
DISC CHEEK	Cheek (face), nonspecific
DISC L CHK	Cheek (face), left
DISC R CHK	Cheek (face), right
DISC CHEST	Chest
DISC CHIN	Chin
DISC EAR	Ear, nonspecific
DISC L EAR	Ear, left
DISC R EAR	Ear, right
DISC EYE	Eyebrow, nonspecific
DISC L EYE	Eyebrow, left/left eye area
DISC R EYE	Eyebrow, right/right eye area
DISC FACE	Face, nonspecific
DISC FGR	Finger, nonspecific
DISC L FGR	Finger(s), left hand
DISC R FGR	Finger(s), right hand
DISC FOOT	Foot, nonspecific
DISC L FT	Foot, left
DISC R FT	Foot, right
DISC FHD	Forehead
DISC L HND	Hand, left
DISC R HND	Hand, right
DISC HEAD	Head

DISC HIP	Hip, nonspecific
DISC L HIP	Hip, left
DISC R HIP	Hip, right
DISC KNEE	Knee, nonspecific
DISC LKNEE	Knee, left
DISC RKNEE	Knee, right
DISC LEG	Leg, nonspecific
DISC L LEG	Leg, left
DISC R LEG	Leg, right
DISC LIP	Lip, nonspecific
DISC L LIP	Lip, lower
DISC U LIP	Lip, upper
DISC NECK	Neck
DISC NOSE	Nose
DISC PENIS	Penis
DISC SHLD	Shoulder, nonspecific
DISC LSHLD	Shoulder, left
DISC RSHLD	Shoulder, right
DISC THGH	Thigh, nonspecific
DISC LTHGH	Thigh, left
DISC RTHGH	Thigh, right
DISC WRIST	Wrist, nonspecific
DISC L WRS	Wrist, left
DISC R WRS	Wrist, right
TAT ABDOM	Abdomen
TAT ANKL	Ankle, nonspecific
TAT L ANKL	Ankle, left
TAT R ANKL	Ankle, right
TAT ARM	Arm, nonspecific
TAT L ARM	Arm, left
TAT R ARM	Arm, right
TAT UL ARM	Arm, left upper
TAT UR ARM	Arm, right upper
TAT BACK	Back
TAT BREAST	Breast, nonspecific
TAT L BRST	Breast, left
TAT R BRST	Breast, right
TAT BUTTK	Buttocks, nonspecific
TAT L BUTK	Buttock, left
TAT R BUTK	Buttock, right
TAT CALF	Calf, nonspecific
TAT L CALF	Calf, left
TAT R CALF	Calf, right
TAT CHEEK	Cheek (face), nonspecific
TAT L CHK	Cheek (face), left
TAT R CHK	Cheek (face), right
TAT CHEST	Chest
TAT CHIN	Chin
TAT EAR	Ear, nonspecific
TAT L EAR	Ear, left
TAT R EAR	Ear, right
TAT ELBOW	Elbow, nonspecific

TAT LELBOW	Elbow, left
TAT RELBOW	Elbow, right
TAT FACE	Face, nonspecific
TAT FNGR	Finger, nonspecific
TAT L FGR	Finger(s), left hand
TAT R FGR	Finger(s), right hand
TAT FOOT	Foot, nonspecific
TAT L FOOT	Foot, left
TAT R FOOT	Foot, right
TAT FARM	Forearm, nonspecific
TAT LF ARM	Forearm, left
TAT RF ARM	Forearm, right
TAT FHD	Forehead
TAT FLBODY	Full body
TAT GROIN	Groin area
TAT HAND	Hand, nonspecific
TAT L HND	Hand, left
TAT R HND	Hand, right
TAT HEAD	Head, nonspecific
TAT HIP	Hip, nonspecific
TAT L HIP	Hip, left
TAT R HIP	Hip, right
TAT KNEE	Knee, nonspecific
TAT L KNEE	Knee, left
TAT R KNEE	Knee, right
TAT LEG	Leg, nonspecific
TAT L LEG	Leg, left
TAT R LEG	Leg, right
TAT LIP	Lip, nonspecific
TAT LW LIP	Lip, lower
TAT UP LIP	Lip, upper
TAT NECK	Neck
TAT NOSE	Nose
TAT PENIS	Penis
TAT SHLD	Shoulder, nonspecific
TAT L SHLD	Shoulder, left
TAT R SHLD	Shoulder, right
TAT THGH	Thigh, nonspecific
TAT L THGH	Thigh, left
TAT R THGH	Thigh, right
TAT WRS	Wrist, nonspecific
TAT L WRS	Wrist, left
TAT R WRS	Wrist, right
RTAT ABDM	Abdomen
RTAT ANKL	Ankle, nonspecific
RTAT LANKL	Ankle, left
RTAT RANKL	Ankle, right
RTAT ARM	Arm, nonspecific
RTAT L ARM	Arm, left
RTAT R ARM	Arm, right
RTAT ULARM	Arm, left upper
RTAT URARM	Arm, right upper

RTAT BACK	Back
RTAT BRST	Breast, nonspecific
RTAT LBRST	Breast, left
RTAT RBRST	Breast, right
RTAT BUTK	Buttocks, nonspecific
RTAT LBUTK	Buttock, left
RTAT RBUTK	Buttock, right
RTAT CALF	Calf, nonspecific
RTAT LCALF	Calf, left
RTAT RCALF	Calf, right
RTAT CHEEK	Cheek (face), nonspecific
RTAT L CHK	Cheek (face), left
RTAT R CHK	Cheek (face), right
RTAT CHEST	Chest
RTAT CHIN	Chin
RTAT EAR	Ear, nonspecific
RTAT L EAR	Ear, left
RTAT R EAR	Ear, right
RTAT ELBOW	Elbow, nonspecific
RTAT L ELB	Elbow, left
RTAT R ELB	Elbow, right
RTAT FACE	Face, nonspecific
RTAT FNGR	Finger, nonspecific
RTAT L FGR	Finger(s), left hand
RTAT R FGR	Finger(s), right hand
RTAT FOOT	Foot, nonspecific
RTAT LFOOT	Foot, left
RTAT RFOOT	Foot, right
RTAT FARM	Forearm, nonspecific
RTAT LFARM	Forearm, left
RTAT RFARM	Forearm, right
RTAT FHD	Forehead
RTAT FLBOD	Full body
RTAT GROIN	Groin area
RTAT HAND	Hand, nonspecific
RTAT L HND	Hand, left
RTAT R HND	Hand, right
RTAT HEAD	Head, nonspecific
RTAT HIP	Hip, nonspecific
RTAT L HIP	Hip, left
RTAT R HIP	Hip, right
RTAT KNEE	Knee, nonspecific
RTAT LKNEE	Knee, left
RTAT RKNEE	Knee, right
RTAT LEG	Leg, nonspecific
RTAT L LEG	Leg, left
RTAT R LEG	Leg, right
RTAT LIP	Lip, nonspecific
RTAT LWLIP	Lip, lower
RTAT UPLIP	Lip, upper
RTAT NECK	Neck
RTAT NOSE	Nose

RTAT PENIS	Penis
RTAT SHLD	Shoulder, nonspecific
RTAT LSHLD	Shoulder, left
RTAT RSHLD	Shoulder, right
RTAT THGH	Thigh, nonspecific
RTAT LTHGH	Thigh, left
RTAT RTHGH	Thigh, right
RTAT WRS	Wrist, nonspecific
RTAT LWRS	Wrist, left
RTAT RWRS	Wrist, right
TD ANALGES	Analgesics (pain relievers)
TD ANTBTCs	Antibiotics
TD ACONVUL	Anticonvulsants (seizure medicines)
TD ADEPRES	Antidepressants (mood-lifters)
TD ANTINFL	Anti-inflammatory medication
TDBRNCHDL	Bronchial dilators
TD CARDIAC	Cardiac (heart medications)
TD HYPNOTI	Hypnotics (sleeping aids)
TD INSULIN	Insulin
TD RITALIN	Ritalin
TD TRANQUI	Tranquilizers
TD OTHER	Other therapeutic medications not listed above

4.6 State and Country

<u>Code</u>	<u>Description</u>
WV	West Virginia
AL	Alabama
AK	Alaska
AZ	Arizona
AR	Arkansas
CA	California
CO	Colorado
CT	Connecticut
DE	Delaware
DC	District of Columbia
FL	Florida
GA	Georgia
HI	Hawaii
ID	Idaho
IL	Illinois
IN	Indiana
IA	Iowa
KS	Kansas
KY	Kentucky
LA	Louisiana
ME	Maine
MD	Maryland
MA	Massachusetts

MI	Michigan
MN	Minnesota
MS	Mississippi
MO	Missouri
MT	Montana
NB	Nebraska
NV	Nevada
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NY	New York
NC	North Carolina
ND	North Dakota
OH	Ohio
OK	Oklahoma
OR	Oregon
PA	Pennsylvania
RJ	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VT	Vermont
VA	Virginia
WA	Washington
WI	Wisconsin
WY	Wyoming
AM	American Samoa (Islands)
BK	Baker Island
CZ	Canal Zone
CG	Carolina Islands
GM	Guam
HO	Howland Island
JR	Jarvis Island
JI	Johnston Island
KI	Kingman Reef
MK	Mariana Islands
MH	Marshall Islands
MW	Midway Islands
VL	Navassa Island
PL	Palmyra Atoll
PR	Puerto Rico
VI	U.S. Virgin Islands
WK	Wake Island
EE	Absentee Shawnee
AX	Apache Tribe
CK	Caddo Tribe
DA	Cheyenne & Arapaho Tribes
DW	Citizen Band Pottawatomie Tribe

DP	Comanche Nation
DL	Devil's Lake Sioux Tribe
FC	Fond du Lac
IW	Iowa Tribe
KK	Kickapoo Tribe
KW	Kiowa
LP	Lac du Flambeau - Band of Lake Superior Chippewa
LL	Leech Lake Band of Chippewa
IX	Menominee
DS	Miami Tribe
LC	Mille Lacs
DT	Muscogee (Creek) Tribe
OS	Oglala Sioux
OT	Oneida Tribe of Indians of Wisconsin
OG	Osage Nation
OO	Otoe-Missouria Tribe
PW	Pawnee Tribe
PN	Ponca Tribe
RL	Red Lake
FX	Sac & Fox
SK	Seminole Nation
DV	Seneca-Cayuga Tribes
KP	Shakopee
UC	Turtle Mountain Band of Chippewa
WE	White Earth
WT	Wichita Tribe
WD	Wyandotte Tribe
AT	Alberta
BC	British Columbia
MB	Manitoba
NK	New Brunswick
NF	Newfoundland (includes Labrador)
NT	Northwest Territories
NS	Nova Scotia
ON	Ontario
PE	Prince Edward Island
PQ	Quebec
SN	Saskatchewan
YT	Yukon (Territory)
AG	Aguascalientes
BA	Baja California (Northern Section)
BJ	Baja California Sur (Southern Section)
CE	Campeche
CI	Chiapas
CH	Chihuahua
CU	Coahuila
CL	Colima
DF	Distrito Federal (Mexico, D. F.)
DO	Durango
GU	Guanajuato

GR	Guerrero
HL	Hidalgo
JL	Jalisco
MX	Mexico (state)
MC	Michoacan
MR	Morelos
NA	Nayarit
NL	Nuevo Leon
OA	Oaxaca
PB	Puebla
QU	Queretaro
QR	Quintana Roo
SL	San Luis Potosi
SI	Sinaloa
SO	Sonora
TB	Tabasco
TA	Tamaulipas
TL	Tlaxcala
VC	Veracruz
YU	Yacatan
ZA	Zacatecas
AF	Afghanistan
AA	Albania
AN	Algeria
AD	Andorra
AO	Angola
AE	Anguilla
AI	Antigua and Barbuda
AT	Argentina
AP	Armenia
AJ	Aruba (now independent)
AH	Ashmore and Cartier Islands
AS	Australia
AU	Austria
AV	Azerbaijan
AQ	Azores (Islands)
BD	Bahamas, The
BE	Bahrain/Bahrein
BW	Balearic Islands
BL	Bangladesh
BB	Barbados
BF	Bassas Da India
BG	Belgium
BH	Belize (formerly British Honduras)
DH	Benin (formerly Dahomey)
BM	Bermuda
BN	Bhutan
BV	Bolivia
BP	Bosnia and Herzegovina
BT	Botswana

BQ	Bouvet Island
BZ	Brazil
BO	British Indian Ocean Territory
VB	British Virgin Islands
BX	Brunei
BU	Bulgaria
UV	Burkina Faso (known as Burkina, formerly Upper Volta)
BR	Burma
BI	Burundi
BY	Byelarus
CJ	Cambodia (formerly Khmer Republic and Kampuchea)
CM	Cameroon
CD	Canada (Province unknown)
ZI	Canary Islands
CV	Cape Verde Islands
CP	Cayman Islands
CW	Central African Republic
CF	Chad
CQ	Chile
RC	China, People's Republic of
HR	Christmas Island, Territory of
DB	Clipperton Island
DD	Cocos (Keeling) Islands
CB	Colombia
DG	Comoros (or Comoros Islands)
RB	Congo, Republic of
DI	Cook Islands
DJ	Coral Sea Islands
CR	Costa Rica
KC	Croatia
CC	Cuba
CS	Cyprus
EZ	Czech Republic
DK	Denmark
DN	Djibouti
DM	Dominica
DR	Dominican Republic
EU	Ecuador
EY	Egypt (United Arab Republic)
EL	El Salvador
EN	England
EK	Equatorial Guinea
ET	Eritrea
ES	Estonia
EO	Ethiopia
ER	Europa Island
FA	Falkland Islands
FO	Faroe Islands
FJ	Fiji
FD	Finland

FN	France
FG	French Guiana
FP	French Polynesia
FR	French Southern and Antarctic Lands, Territory of the(French overseas territory)
GB	Gabon
GK	Gambia, The
GZ	Gaza
GD	Georgia
GE	Germany
GG	Ghana
RG	Gibraltar
GO	Glorioso Islands
GC	Greece
GN	Greenland
GJ	Grenada
GP	Guadeloupe
GT	Guatemala
GF	Guernsey
GI	Guinea
PG	Guinea Bissau (formerly Portuguese Guinea)
GY	Guyana
HT	Haiti
HE	Heard Island and McDonald Islands, Territory of
HD	Honduras
HK	Hong Kong
HU	Hungary
IC	Iceland
IB	Isle of Man
II	India
IO	Indonesia
IR	Iran
IQ	Iraq
IE	Ireland (does not include Northern Ireland)
IS	Israel
IT	Italy (includes Sicily and Sardinia)
IY	Ivory Coast (Cote d'Ivoire, Republic of)
JM	Jamaica
JN	Jan Mayen
JA	Japan
JE	Jersey
JO	Jordan
JU	Juan de Nova Island
KT	Kazakhstan
KE	Kenya
KB	Kiribati (formerly Gilbert Islands)
KN	Korea, North
KO	Korea, South
KU	Kuwait
KY	Kyrgyzstan
LS	Laos

LN	Lebanon
LE	Lesotho
LB	Liberia
LY	Libya
LI	Liechtenstein
LH	Lithuania
LX	Luxembourg
ZD	Macedonia
IM	Madeira Islands
OC	Macau (formerly spelled Macao)
MP	Malagasy Republic (includes Madagascar)
MF	Malawi
MZ	Malaysia
MV	Maldives
ML	Mali
MY	Malta
KH	Manahiki Island
ZB	Martinique
MU	Mauritania
UM	Mauritius
YO	Mayotte, Territorial Collectivity of
MM	Mexico (state unknown)
FS	Micronesia, Federated States of
LD	Moldova
MJ	Monaco
MG	Mongolia
RR	Montserrat
MQ	Morocco
ZO	Mozambique
SJ	Namibia (South West Africa)
NR	Nauru
NP	Nepal
NE	Netherlands (Holland)
NX	Netherlands Antilles
NQ	New Caledonia
NZ	New Zealand
NU	Nicaragua
NN	Niger
NG	Nigeria
IU	Niue
OF	Norfolk Island
NI	Northern Ireland
NW	Norway
OI	Okinawa
OM	Oman
PK	Pakistan
PD	Palau, Republic of
PM	Panama
NO	Papua New Guinea (formerly New Guinea)
PF	Paracel Islands

PV	Paraguay
PU	Peru
PI	Philippines
PC	Pitcairn, Henderson, Ducie, and Oeno Islands (Dependent territory of United Kingdom)
PO	Poland
PT	Portugal
QA	Qatar
RE	Reunion
RU	Romania/Rumania
RA	Russia
SX	Russia (USSR)
RF	Russia Federation
RW	Rwanda
TS	Saint Christopher (or St. Kitts) and Nevis
HS	Saint Helena
LU	Saint Lucia
PS	Saint Pierre and Miquelon
VV	Saint Vincent and the Grenadines
SH	San Marino
TP	Sao Tome and Principe
SB	Saudi Arabia
SS	Scotland
SG	Senegal
SE	Seychelles
SA	Sierra Leone
SR	Singapore
LF	Slovakia
LO	Slovenia
BS	Solomon Islands (formerly British Solomon Islands)
SM	Somalia
SF	South Africa
GS	South Georgia and the South Sandwich Islands
SP	Spain
TE	Spratly Islands
CY	Sri Lanka (formerly Ceylon)
SU	Sudan
ZC	Surinam
SV	Svalbard
SW	Swaziland
SQ	Sweden
SZ	Switzerland
SY	Syria
TW	Taiwan (Republic of China)
TJ	Tajikistan
TZ	Tanzania, United Republic of
TH	Thailand
TO	Togo
TK	Tokelau
TG	Tonga
TQ	Tongareva Island

TT	Trinidad and Tabago
TM	Tromelin Island
TD	Trust Territory of the Pacific Islands
TF	Tuamotu Archipelago
TU	Tunisia
TY	Turkey
UR	Turkmenistan
TR	Turks and Caicos Islands
TV	Tuvalu (formerly Ellice Islands)
UG	Uganda
UK	Ukraine
TC	United Arab Emirates (formerly Trucial States)
US	United States of America (USA)
UY	Uruguay
UZ	Uzberistan
HN	Vanuatu (formerly New Hebrides)
VY	Vatican City
VZ	Venezuela
RV	Vietnam, Socialist Republic of
WL	Wales
WF	Wallis and Futuna
WB	West Bank
WN	West Indies (for West Indies Islands not separately listed)
RS	Western Sahara (formerly Spanish Sahara)
WS	Western Samoa
RY	Yemen, Republic of
YG	Yugoslavia
ZR	Zaire (formerly Congo Kinshasa)
ZM	Zambia
RH	Zimbabwe (formerly Rhodesia)
XX	Unknown
YY	All Others (use when code is not included in any other category)

5. Card Formats

5.1 FBI Applicant Card

APPLICANT	LEAVE BLANK	TYPE OR PRINT ALL INFORMATION IN BLACK						FBI	LEAVE BLANK		
		LAST NAME <u>NAM</u>	FIRST NAME	MIDDLE NAME							
SIGNATURE OF PERSON FINGERPRINTED		ALIASES <u>AKA</u>	O R I								
RESIDENCE OF PERSON FINGERPRINTED							DATE OF BIRTH <u>DOB</u> Month Day Year				
DATE		SIGNATURE OF OFFICIAL TAKING FINGERPRINTS		CITIZENSHIP <u>CTZ</u>	SEX	HAIR	HGT	WGT	EYES	HAIR	PLACE OF BIRTH <u>POB</u>
EMPLOYEE AND ADDRESS		YOUR NO <u>OCA</u>		LEAVE BLANK							
REASON FINGERPRINTED		FBI NO. <u>FBI</u>		CLASS _____ REF. _____							
		ARMED FORCES NO. <u>MNU</u>									
		SOCIAL SECURITY NO. <u>SOC</u>									
		MISCELLANEOUS NO. <u>MNU</u>									

1. C. THUMB	2. R. INDEX	3. R. MIDDLE	4. R. RING	5. R. LITTLE
6. L. THUMB	7. L. INDEX	8. L. MIDDLE	9. L. RING	10. L. LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY	L THUMB	R THUMB	RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY
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5.2 WVSP 39 Fingerprint Authorization Card

WVSP 39
1/01

FINGERPRINT AUTHORIZATION
Type or Print ALL Information

(Facility Number)

Address of Applicant _____

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 _____
to obtain any record found.

(Signature)

(Address)

5.3 WVSP 39C Fingerprint Authorization Card

WVSP 39C
01/06

NCPA/VCA FINGERPRINT AUTHORIZATION
TYPE OR PRINT ALL INFORMATION

Entity Number

Address of Applicant _____

Certification: I hereby request a fingerprint based criminal history record check be made to find any West Virginia or federally maintained arrest 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 and/or the FBI in the Automated Fingerprint Identification System.

I certify that this is requested for official business and am authorizing only the listed qualified entity or any qualified entity to obtain a copy of any record found.

(Signature)

(Qualified Entity and Address)

5.4 WVSP FBI Rap Sheet Response

From: destest001@rfes.com Sent: Mon 8/23/2010 2:01PM
To: Vendor@rfes.com
Cc:
Subject: Case:999123456789|TOT:SRE|SUBJECT:FBI: N – JOHN Q PUBLIC
Attachments: 999123456789.nst

Body of message will have the rapsheet information in it. This information is also included in the NIST file attached to the message.

5.5 WVSP State Rap Sheet Response

From: destest001@rfes.com Sent: Mon 8/23/2010 2:01PM
To: Vendor@rfes.com
Cc:
Subject: Case:999123456789|TOT:SRE|SUBJECT:STATE: N – JOHN Q PUBLIC
Attachments: 999123456789.nst

Body of message will have the rapsheet information in it. This information is also included in the NIST file attached to the message.

6. INTERFACE

The interface to the West Virginia State Police (WVSP) will be thru a encrypted connection to our facility. This connection will be based on the expected through put and file sizes. This connection can be either point-to-point or over the internet. All connections must be encrypted with, at a minimum, 168 bit encryption(3DES).

All communications for this interface will be done via a secure e-mail with the NIST file attached. Each file will be named with the incident ID field and followed with (.nst). All responses from the WVSP will have the subject line formatted as shown.

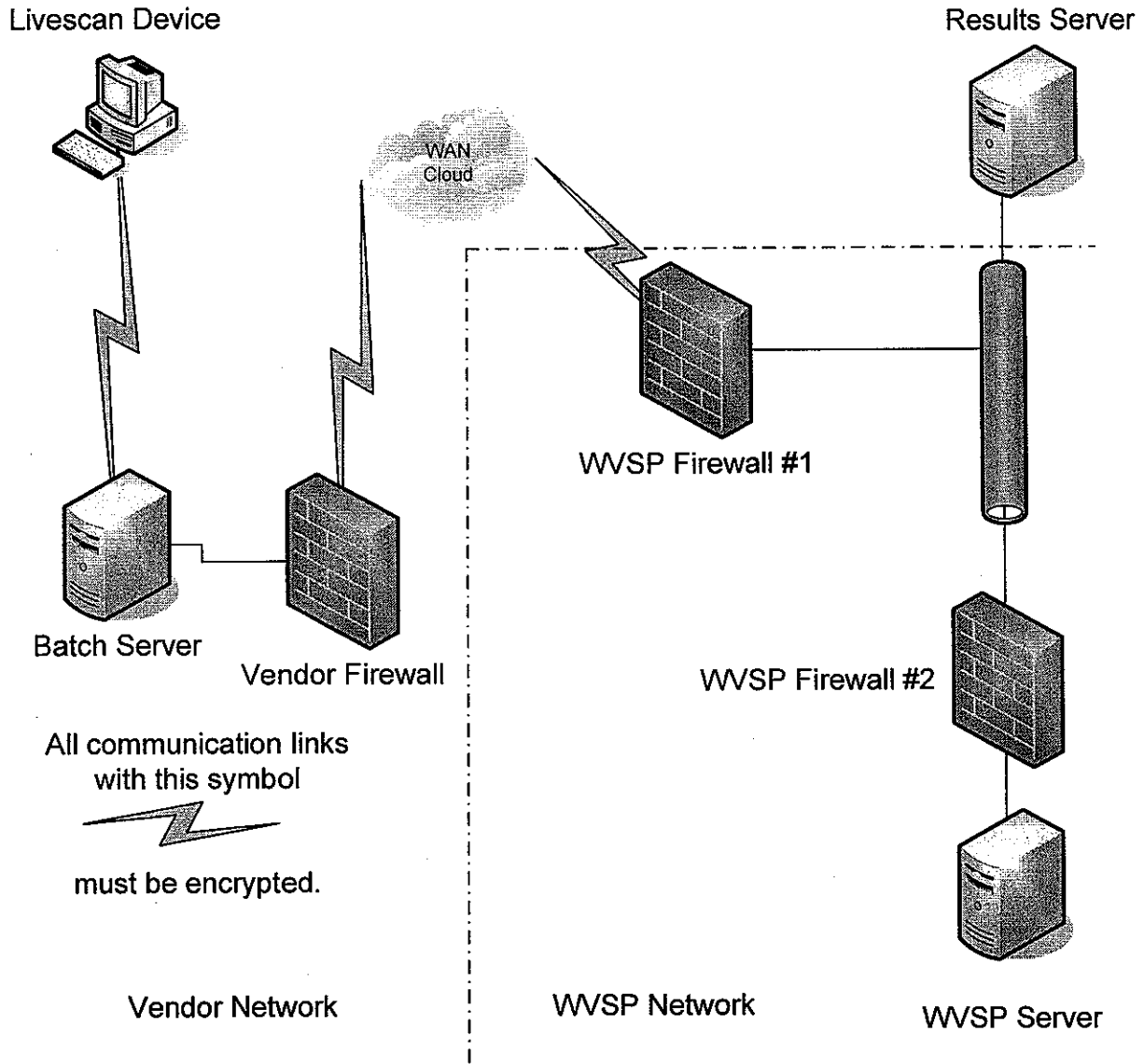
Subject: Case:999123456789 TOT:SRE SUBJECT:FBI: N – JOHN Q PUBLIC

Case – This is the TCN number of the submission.

TOT – This is the Type 1 field 4 data.

Subject – This will identify what type of search was performed (STATE or FBI), whether it was an ident or non-ident (N or I), and the name of the subject.

For the desired layout, see the example below:



APPENDIX B



West Virginia State Police Criminal Records Section

NON-DISCLOSURE AGREEMENT

I. Parties to Agreement

This Agreement, entered by the West Virginia State Police (hereinafter referred to as WVSP), an agency of the State of West Virginia, with headquarters in South Charleston, West Virginia, and _____

(Hereinafter referred to as Vendor), located at _____

_____ is intended to set forth the terms and conditions under which criminal history background checks shall be conducted.

- A. WVSP has established and maintains intrastate systems for the collection, compilation, and dissemination of state criminal history records and information of state criminal history records and information in accordance with West Virginia Code §15-2-24 and additionally, is authorized and does participate in similar multi-state and federal criminal history records system pursuant to §15-2-24a;
- B. WVSP and its vendor are subject to and must comply with pertinent state and federal regulations relating to the receipt, use and dissemination of records and record information derived from the systems of the WVSP and the United States Department of Justice (§15-2-24a);
- C. Vendor is a private entity and is eligible to collect data for submission as part of a criminal history check, and route the resultant criminal history records as part of the screening process for employers, customers, volunteers, contractors, vendors, etc; and

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- D. Vendor is willing to provide such services so long as proper reimbursement is made and applicable federal and state laws, rules and regulations are strictly complied with.

Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by reference and made a part thereof, WVSP and Vendor agree as follows:

II. Service, Compliance, and Processing

A. WVSP agrees to:

1. Assist Vendor concerning the privacy and security requirements imposed by state and federal law, and regulations; provide Vendor with copies of all relevant laws, rules, and or regulations as well as updates as they occur; offer periodic training for Vendor's personnel;
2. Provide Vendor with such state criminal history records and information as reported to, processed, and contained in its' systems and legally available to the end-user through the Vendor; and
3. If applicable, act as an intermediary between Vendor and the United States Department of Justice securing for the use and Benefit of Vendor such federal and multi-state criminal history records of information as may be available to or through Vendor services under federal regulations.

B. Vendor agrees to:

1. Vendor agrees to abide by the laws or regulations of this State and the federal government, any present or future rules, policies, or procedures adopted by the State Central Repository to the extent that they are applicable to the information provided under this agreement;

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2. Obtain a completed and signed WVSP Form 39, Fingerprint Authorization, or the electronic equivalent, (provided by WVSP) from every person, for whom Vendor submits a request for a criminal history background check to WVSP. (The signed Fingerprint Authorization allows the release of state and, if applicable, national criminal history record information to the end-user). Vendor shall attach the original of every Fingerprint Authorization Form to the submitted fingerprint card or electronic equivalent thereof and Vendor may retain a copy thereof;
3. Obtain and verify the identity of the person subject to the record check by confirming the information provided by the subject by comparing the information with a valid, governmentally issued photo identification;
4. Use only fingerprint cards approved by the WVSP or submit to electronic fingerprint transfer devices approved by WVSP which are specifically designed for use for criminal history checks; provide WVSP with a properly completed and executed fingerprint card or electronic fingerprint submission for each current or prospective customer for whom Vendor submits a criminal history record check pursuant to this agreement;
5. Keep all records necessary to facilitate a security audit, (§15-2-24a) by WVSP and to cooperate in such audits as WVSP or other authorities may deem necessary, Examples of records that may be subject to audit are criminal history records; notification that an individual has no criminal history; internal policies and procedures articulating the provisions for physical security; records of all disseminations of criminal history information; and a current, executed Vendor Agreement with WVSP;
6. Vendor shall pay for services provided by the WVSP and, if applicable, the Federal Bureau of Investigation (FBI) with the submission of the fingerprint card or the electronic submission of the fingerprints. Payment is to be by certified check, company check or money order made payable to:

The Superintendent, West Virginia State Police

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7. Maintain adequate records and monitor allocated funds for payment of services under this agreement;
8. Insure that the appropriate personnel know to keep the information obtained under this agreement in a secure place and to use it only for the screening or routing purposes as outlined in this agreement;
9. Promptly advise WVSP of any violations of this agreement; and
10. Notify the person requesting services of his/her right to obtain a copy of the criminal history records, if any contained in the report and of the person's right to challenge the accuracy and completeness of any information contained in such report, and to obtain a determination as to the validity of such challenge before a final determination regarding the person is made by the end-user reviewing the criminal history information. (Information on these rights may be obtained by contacting the WVSP, regarding state criminal history information at West Virginia State Police, Attn: Criminal Records Section, 725 Jefferson Road, South Charleston, West Virginia 25309-2968, (304) 746-2170, or by contacting the FBI, regarding federal/national records at FBI, Criminal Justice Information Services Division, Attn: SCU, MOD D-2, 1000 Custer Hollow Road, Clarksburg, West Virginia, 26306, (304) 625-3878).

III. Privacy, Security and Non-Disclosure.

- A. Vendor shall provide criminal history record information acquired hereunder only to authorized end-users;
- B. Vendor shall not commingle criminal history records with other records, whether such records are public or not;
- C. Vendor shall not duplicate and/or disseminate criminal history records acquired hereunder for use outside of Vendor services except as authorized by state and federal law. Sharing of criminal history records or collected data outside of this Agreement is prohibited;

- D. Vendor has been approved to receive for the purpose of forwarding criminal history information to end-user pursuant to specific authority or authorization and shall not use criminal history record information acquired pursuant to such approval for any other purpose;
- E. Vendor may destroy criminal history records/collected data when they are no longer needed and it is recommended that these records are indeed destroyed. Destruction of these records must approved and be accomplished in a secure and thorough manner so information cannot be retrieved.
- F. Vendor shall maintain criminal history records/data acquired hereunder in a secure file, system, or other security device in an access-controlled area; and
- G. Pursuant to this agreement, WVSP reserves the right to inspect the security measures utilized by Vendor to prevent unnecessary access to the records/data obtained through this agreement and to perform security audits on such records in addition to internal policies and procedures articulating the provisions for physical security; records of all disseminations of criminal history information; and a current, executed Vendor Agreement with WVSP.

IV. Termination

Either WVSP or Vendor may suspend the performance of Services under, or terminate this agreement in writing, or when, in the reasonable estimation of WVSP or Vendor, the other party has breached any material term of the agreement. Furthermore, upon WVSP becoming aware of a violation of this agreement which might jeopardize West Virginia's access to federal criminal history information, WVSP shall have the option of suspending services under this agreement, pending resolution of the problem. The violation of any material term of this agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules referred to in this agreement shall be deemed a breach of a material term of the agreement.

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WVSC §15-2-24 provides that criminal history record information from WVSP is confidential, and may not be disclosed except as specifically in this section. National criminal history information received from the FBI is made confidential by federal law and regulation.

V. Miscellaneous

- A. Vendor agrees that Vendor is currently operating a lawful business and Vendor shall promptly notify WVSP upon any change to the above, included but not limited to name, address, and status as a business or other entity;
- B. This agreement supersedes any previous agreement concerning the use or receipt of criminal history record information;
- C. This agreement may be amended by WVSP as needed, to comply with state or federal laws or regulations, or administrative needs of WVSP;
- D. This agreement is binding upon all Vendor employees, agents, officers, representatives, volunteers, contractors, successors in interest, beneficiaries, subsidiaries, and assigns; and
- E. Vendor agrees to indemnify and save harmless the State of West Virginia, the Department of Military Affairs and Public Safety, the State Police, the State Central Repository, other criminal justice agencies as defined by the Code of Federal Regulations, Title 28, Chapter 1, Part 20, and the employees of any of the above entities (1) from and against any and all causes of action, demands, suits, and other proceedings of whatsoever nature; (2) against all liability to others, including any liabilities or damages by reason of or arising out of any arrest or imprisonment or any cause of action whatsoever, and (3) against any loss, cost, expense, and damage resulting there from, arising out of or involving any negligence on the part of the Vendor in the exercise, use of enjoyment of this agreement.

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IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

NAME OF VENDOR _____

BY _____ TITLE _____

(PLEASE PRINT)

_____ DATE _____

(SIGNATURE)

WITNESS _____ TITLE _____

WEST VIRGINIA STATE POLICE (WVSP)

BY _____ TITLE _____

DATE _____

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.

ATTACHMENT
P.O.# _____

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____