



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:
BHS80092

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUGGEST

BAR CODE EQUIPMENT SERVICE
315 3RD AVENUE NORTH
JACKSONVILLE BEACH, FL 32250
(904) 249-3862

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007	11/06/2007			
BID OPENING DATE:		BID OPENING TIME		
		01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				OPEN-END BLANKET CONTRACT		
0001	1	EA		475-47	\$514.80	
				CORDED SCANNER, SYMBOL DS3407 RUGGED DIGITAL SCANNER		
				OR EQUIVALENT; INCLUDING 3-YR. MANUFACTURER WARRANTY, 10-DAY-IN-HOUSE TURN AROUND SERVICE PLAN.		
0002	1	EA		475-47	\$ 47.30	
				BRONZE 'FROM THE START' 3-YEAR ADVANCED SERVICE		
				WARRANTY (OVERNIGHT REPLACEMENT) - ADDITIONAL COST.		
0003	1	EA		475-47	\$ 50.00	
				SYMBOL INTELLISTAND, OR EQUAL, FOR DS3407 SCANNER.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert Wagner* TELEPHONE: **9042493802** DATE: **10-11-07**
 TITLE: **CEO** FBIN: **86 1120013** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

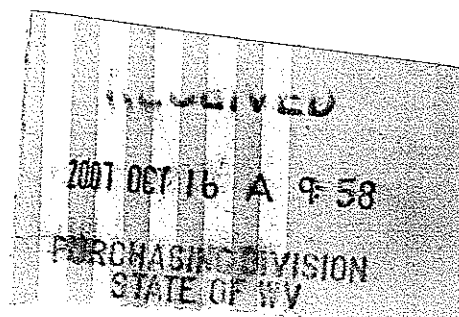
1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO

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





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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	EA		475-47		
				USB CABLE - 7' STRAIGHT	\$ 22.20	
0005	1	EA		475-47		
				CORDLESS SCANNER, SYMBOL D3478 RUGGED DIGITAL SCAN- NER OR EQUIVALENT; INCLUDING 3-YR. MANUFACTURER WARRANTY, 10-DAY IN-HOUSE TURN AROUND SERVICE PLAN - ADDITIONAL COST.	\$ 102.50	
0006	1	EA		475-47		
				ADVANCED BRONZE 'FROM THE START' 3-YEAR SERVICE WARRANTY; 3-DAY IN-HOUSE TURN AROUND SERVICE PLAN - ADDITIONAL COST.	\$ 102.30	
0007	1	EA		475-47		
				US LINE CORD	\$ 5.50	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Bobby B. Rose* TELEPHONE 9042493862 DATE 10-11-07
 TITLE CED FEIN 86-1120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
BHS80092

PAGE
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BAR CODE EQUIPMENT SERVICE
315 3RD AVENUE NORTH
JACKSONVILLE BEACH, FL 32250
(904) 249-3862

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	1	EA		475-47	\$ 30.80	
	CORDLESS UNIVERSAL POWER SUPPLY					
0009	1	EA		475-47	\$ 22.20	
	USB CABLE - 7' STRAIGHT					
SEE ATTACHED DETAILED SPECIFICATIONS, PRIOR TO BIDDING.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 90 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Bob B. Kere* TELEPHONE: **9042493862** DATE: **10-11-07**
 TITLE: **CEO** FEIN: **201120013** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Bobby B. Rose* TELEPHONE 9042493802 DATE 10-11-07
 TITLE CEO FEIN 801120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

(904) 249-3862

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 10/17/2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Bob R. ...* TELEPHONE: 904 249 3862 DATE: 10-11-07
 TITLE: CEO FEIN: 801120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Bobby Spence* TELEPHONE: 904/249-3862 DATE: 10-11-07
 TITLE: CEO FIRM: RW 1120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

POSTING

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32257
 (904) 249-3862

S H O P P I N G

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED 10/03/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/06/2007	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input checked="" type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 904 249 3862 DATE: 10-11-07
 TITLE: CEO FEIN: 201120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 8

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED 10/03/2007	TERMS OF SALE 11/06/2007	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE:		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Boyd Moore* TELEPHONE: 904 249 3862 DATE: 10-11-07
 TITLE: CEO FEIN: 861120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 9

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

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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: <u>Bar Code Equipment Service, LLC</u>						
DATE: <u>10-11-07</u>						
SIGNED: <u>Bob Mc</u>						
TITLE: <u>CEO/President</u>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Bob Mc TELEPHONE: 9042493862 DATE: 10/11/07
 TITLE: CEO FEIN: 801120013 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER: BHS80092

PAGE: 10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

(904) 249-3862

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007				

BID OPENING DATE: 11/06/2007 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ----- RW/FILE 22 ----- RFQ. NO. : ----- BHS80092 ----- BID OPENING DATE: ----- 11/6/2007 ----- BID OPENING TIME: ----- 1:30 PM ----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 904-247-3862 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Bobby Rose -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bobby Rose</i>	TELEPHONE 9042493862	DATE 11-07
TITLE CEO	FEIN 801120013	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 BHS80092

PAGE
 11

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BAR CODE EQUIPMENT SERVICE
 315 3RD AVENUE NORTH
 JACKSONVILLE BEACH, FL 32250
 (904) 249-3862

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/03/2007				
BID OPENING DATE: 11/06/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BHS80092 ***** TOTAL:						\$122,127.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 9042493802 DATE: 10-11-07
 TITLE: CEO FEIN: 801120013 ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION
Open End/Blanket Contract for Barcode Scanners
RFQ# BHS80092

Purpose:

The purpose or intent of this Request for Quotation is to establish an open-end/blanket quantity contract for barcode scanners (cordless and corded models) for the WV DHHR/Bureau for Behavioral Health and Health Facilities (BHBF). There are seven facilities that are within the BHBF who may purchase the barcode scanners during the term of the contract.

Quantities listed herein are estimates only and are not binding. The successful vendor must provide the actual number of units ordered. Each facility is responsible for ordering its own equipment after an initial order is placed to meet the immediate need identified on Attachment 1. Facilities may have a need to order more or less and replace units as needed.

Delivery shall be made within thirty (30) days after receipt of order; FOB Destination, freight prepaid. All equipment and accessories shall be new. Accessories (cradle, stand, etc.) may be purchased separately as needed without the need to purchase an entire new scanner unit.

Attachment 1 contains the ordering/delivery location/quantity information. Attachment 2 is the Bid Schedule/Cost Sheet to be used in responding to this solicitation. Attachment 3 is the General Terms and Conditions of the contract.

Must meet the following Minimum Equipment Specifications:

Cordless Scanner: Symbol Smart Focus DS3478-SF: DS3478-SF20006WW, or equivalent

- 2-position Smart Focus technology (unique to Symbol), provides a choice of two focal positions
- Omni Directional Scanner, ability to read a bar code no matter how the scanner is positioned
- CCD Imager
- Read **1D** (**1D Codes**: UPC.EAN, UPC EAN with Supplementals, UCC EAN 128, JAN 8 & 13, Code 39, Code 39 Full ASCII, Code 39 Trioptic, Code 128, Code 128 Full ASCII, Codabar (NW7), Interleaved 2 of 5, Discrete 2 of 5, Code 93, MSI, Code 11, Code 32, Bookland EAN, IATA, UCC/EAN RSS and RSS variants)
- Read **2D** (**2D Codes**: PDF417, microPDF417, MaxiCode, Data Matrix (ECC 2000), Composite Codes, QR Code)
- Read Postal Codes (minimum): US Postnet, US Planet bar codes
- Rugged style scanner; ability to withstand multiple drops to all types of surfaces including concrete floors
- IP65 Rated seal to protect against water and dust
- Exit window (scan window) shall be scratch resistant and recessed
- Adjustable volume beep – user feedback to indicate a ‘good’ scan
- Bright LED – user feedback to indicate a ‘good’ or accepted scan
- Light immunity to direct exposure of normal office, factory lighting conditions and sunlight
- Battery 2200 mAh Lithium Ion Battery; full battery (100%) charge time 3 hours or less
- Minimum element width: 5 mil
- Interfaces supported: RS232, keyboard wedge, wand emulation, scanner emulation, IBM 468X/469X, USB and Synapse

- Operating temperature: 32 degrees to 122 degrees F
- Storage temperature: -40 degrees to 140 degrees F
- Radio range: minimum of 100 meters direct line of sight
- 3-year manufacturer warranty with a 10-day in-house turn around service
Symbol service – ‘from the start – Bronze 3-year service warranty’, 3-day in-house turn
- Symbol DS3478, or **equivalent**, Cordless Radio/Charging Cradle w/charge rate indicator
- Symbol, or equivalent, US line cord
- Symbol, or equivalent, Cordless Univ, Power Supply 85-265 VAC, 5.2 VDC, 5.2 VDC no line
- Symbol, or equivalent, LS9208/LS3408/DS3478 USB Cable Series A 7’ straight

Corded Scanner: Symbol Smart Focus DS3407-SF: DS3407-SF20005WW, or equivalent

- 2-position Smart Focus technology (unique to Symbol), provides a choice of two focal positions
- Omni Directional Scanner, ability to read a bar code no matter how the scanner is positioned
- CCD Imager
- Image capture and transfer (for digital document storage & processing as well as image capture)
- Read 1D (**1D Codes:** UPC EAN, UPC EAN with Supplementals, UCC EAN 128, JAN 8 & 13, Code 39, Code 39 Full ASCII, Code 39 Trioptic, Code 128, Code 128 Full ASCII, Codabar (NW7), Interleaved 2 of 5, Discrete 2 of 5, Code 93, MSI, Code 11, Code 32, Bookland EAN, IATA, UCC/EAN RSS and RSS variants)
- Read 2D (**2D Codes:** PDF417, microPDF417, MaxiCode, Data Matrix (ECC 2000), Composite Codes, QR Code)
- Postal Codes (minimum): US Postnet, US Planet bar codes
- Rugged style scanner; ability to withstand multiple drops to all types of surfaces including concrete floors.
- IP65 Rated seal to protect against water and dust
- Exit window (scan window) shall be scratch resistant and recessed
- Adjustable volume beep – user feedback to indicate a ‘good’ scan
- Bright LED -- user feedback to indicate a ‘good’ or accepted scan
- Light immunity to direct exposure of normal office, factory lighting conditions and sunlight
- Battery 2200 mAh Lithium Ion Battery; full battery (100%) charge time 3 hours or less
- Minimum element width: 5 mil
- Interfaces supported: RS232, keyboard wedge, wand emulation, scanner emulation, IBM 468X/469X, USB and Synapse
- Operating temperature: 32 degrees to 122 degrees F
- Storage temperature: -40 degrees to 140 degrees F
- Radio range: minimum 100 meters direct line of sight
- 3-year manufacturer warranty with a 10-day in-house turn around service
Symbol service – ‘from the start – Bronze 3-year service warranty’, 3-day in-house turn around
- Symbol Intellistand for DS3407 20-54090-07R, or **equivalent**, stand
- Symbol, or equivalent, Cordless Univ, Power Supply 85-265 VAC, 5.2 VDC, 5.2 VDC no line
- Symbol, or equivalent, LS9208/LS3408/DS3478 USB Cable Series A 7’ straight

Ordering/Delivery/Quantity Information
RFQ# BHS80092

<u>Ordering/Delivery Locations:</u>	<u>Quantity (immediate need)</u>	
	<u>Corded</u>	<u>Cordless</u>
Facility Name Hopemont Hospital Rt. 3, Box 330 Terra Alta, WV 26764	15	3
Lakin Hospital #1 Bateman Circle Lakin, WV 25250	19	0
John Manchin Sr Health Care Center 401 Guffey Street Fairmont, WV 26554	5	2
Mildred Mitchell Bateman Hospital 1530 Norway Avenue Huntington, WV 25709	0	10
Pinecrest Hospital 105 South Eisenhower Drive Beckley, WV 25801	14	7
William R Sharpe Hospital 936 Sharpe Hospital Rd. Weston, WV 26452	0	0
Welch Community Hospital 454 McDowell Street Welch, WV 24801	10	30

Note: THE QUANTITIES LISTED ABOVE ARE TO BE ORDERED AT THE TIME OF AWARD AND SHIPPED TO THE APPROPRIATE FACILITY.

More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders.

Bid Schedule/Cost Sheet
RFQ# BHS80092

All equipment/accessories shall be new. Unit Price bid shall be for the entire term of the contract unless otherwise provided for in this contract. Bid price shall include delivery charges to each ordering location and all warranty/extended warranty provisions as requested below. Accessory items may be purchased separately without need of purchasing an entire scanner unit.

Item #	Estimated Annual Quantity	Item Description	Unit Price	TOTAL PRICE
1.	100 ea.	CORDED Scanner, Symbol DS3407 Rugged Digital Scanner (or equivalent); Including 3-yr manufacturer warranty, 10-day in-house turn around service plan, "or equal". <i>D3407-SF20005R</i>	<u>\$514.80</u>	<u>\$51,480.00</u>
2.	100 ea.	Bronze 'from-the-start' 3-year advanced service warranty (overnight replacement) -- additional cost, "or equal". <i>SXB - DS3407-30</i>	<u>\$47.30</u>	<u>\$4,730.00</u>
3.	100 ea.	Symbol Intellistand, or equal, for DS3407 scanner <i>20-54090-07R</i>	<u>\$50.00</u>	<u>\$5,000.00</u>
4.	100 ea.	USB Cable - 7' straight <i>CBA - U01 - S072AR</i>	<u>\$22.00</u>	<u>\$2,200.00</u>
<hr/>				
5.	75 ea.	CORDLESS Scanner, Symbol D3478 Rugged Digital Scanner (or equivalent); Including 3-yr manufacturer warranty, 10-day in-house turn around service plan, "or equal". <i>DS3478-SF20005WR</i>	<u>\$521.50</u>	<u>\$40,112.50</u>
6.	75 ea.	Advanced Bronze 'from-the-start' 3-year service warranty; 3-day in-house turn around service plan - additional cost "or equal". <i>SSB - DS3478-30</i>	<u>\$102.30</u>	<u>\$7,672.50</u>
7.	75 ea.	US Line Cord <i>50-11000-182R</i>	<u>\$5.50</u>	<u>\$412.50</u>
8.	75 ea.	Cordless Univ, Power Supply <i>50-14000-239R</i>	<u>\$30.80</u>	<u>\$2,310.00</u>
9.	75 ea.	USB Cable - 7' Straight <i>CBA - U01 - S072AR</i>	<u>\$22.00</u>	<u>\$1,650.00</u>
			TOTAL COST:	<u>\$122,127.50</u>

The lowest total cost of the all estimated annual quantities, meeting specifications, will receive the award.

GENERAL TERMS AND CONDITIONS

RFQ# BHS80092

General Terms and Conditions:

By signing and submitting their bid quotation, the successful Vendor agrees to be bound by all the terms contained herein:

Conflict of Interest:

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

Prohibition Against Gratuities:

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

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

Certifications Related to Lobbying:

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

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

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

Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this Request for Quotation and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

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

Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Contract Provisions:

After the successful Vendor is selected, the Request for Quotation and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the Request for Quotation and the Vendor's proposal in response to the Request for Quotation.

Governing Law:

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

Compliance with Laws and Regulations:

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

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

Subcontracts/Joint Ventures:

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

Term of Contract & Renewals:

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

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

Non-Appropriation of Funds:

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

Contract Termination:

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

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

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney

General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

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

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

Invoices

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The Vendor will be responsible for payment of all of their suppliers. State law forbids payment of invoices prior to receipt of commodities or services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. The Vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

Record Retention (Access & Confidentiality):

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

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

Supplying Other Governmental Entities:

Unless expressly stated in the Vendor's proposal, this contract may be extended to other State of West Virginia government agencies and political sub-divisions. Should a vendor choose not to extend the contract to other entities, it will not prejudice the award of this contract. Each agency will be responsible for making its own purchase arrangements with the vendor as well as payment arrangements.

Purchasing Affidavit:

Vendor must sign the WV Purchasing Affidavit form upon notice of intent of award per WV State Code 5A-3-1-a-(3)(d). If bidding a joint venture proposal, each party must complete this form.

DS3478-SF Scanner

Rugged cordless digital scanner

OL Equinox

20

DATA SHEET

Capture bar codes with laser-like precision

Symbol's rugged DS3478-SF cordless digital scanner uses digital imaging technology to accurately capture all types of one-dimensional (1D) and two-dimensional (2D) bar codes while offering the high performance typically found only in laser scanners. With the DS3478-SF, you benefit from a scanning solution designed specifically for fast-paced production environments. The DS3478-SF comes equipped with charge-coupled device (CCD) image sensors, which allow them to more accurately capture and process bar codes at a faster pace than other digital scanners. In addition, the scanner's omni-directional scanning functionality lets operators quickly capture bar codes from any angle, eliminating the need to line up bar codes with laser lines. The DS3478-SF has the widest working range of any scanner in its class. Its two-position smart focus technology, unique to Symbol, allows you to read bar codes regardless of the size or density of the code. This means this single device works well for all your scanning needs.

Eliminate the cord, not performance

Your warehouse, manufacturing and even retail employees operate more efficiently when you eliminate the cable between the device and the host. And, you've probably noticed the cable is a common point of failure in handheld devices operating in industrial facilities. Having no cord translates into fewer repairs and less downtime from cable breakdowns.

Minimize equipment downtime

As innovative as it is rugged, the DS3478-SF delivers the ergonomic and operational features for scan-intensive industrial applications under the harshest operating conditions. During industry tumble tests, it continued to provide reliable performance even when subjected to multiple drops of 6.5 feet (2 meters) to concrete. An IP65-rated seal makes it impervious to dust and water, and its exit window is scratch-resistant and recessed for the highest level of durability. As a result, you avoid unnecessary equipment downtime or expensive equipment replacement costs.

An investment for now and the future

The DS3478-SF doesn't just provide you with a scanning solution that meets current and future needs—it'll help protect your past investments as well. The DS3478-SF offers the technology you need to scan newer bar code symbologies such as 2D bar codes as well as 1D bar codes. In addition, the DS3478-SF includes a multi-interface allowing it to work with a variety of hosts. With the DS3478, you'll choose the scanner that is right for you—without having to worry about making a large investment in your overall architecture.



FEATURES

BENEFITS

Multi-orientation scanning	Accurately captures all types of 1D and 2D bar codes from any angle.
Smart focus technology	Accurately captures bar codes of varying sizes and densities.
Omni-directional scanning	Accurately captures bar codes from any angle.
Wide working range	Accurately captures bar codes from a wide range of distances.
IP65-rated seal	Impervious to dust and water.
Scratch-resistant exit window	Protects the scanner's exit window from damage.
Recessed exit window	Protects the scanner's exit window from damage.
High level of durability	Resists damage from drops and impacts.
Multi-interface	Works with a variety of hosts.
Universal cable set	Allows for easy equipment and upgrade.
Multiple on-board interfaces	Ensures flexible connectivity with a variety of hosts, enabling you to maximize use of your existing technology.

Provides versatility for your industrial applications

Working around noisy machinery and in poorly lit areas, your operators aren't always able to see or hear scanner feedback to quickly determine if scans have completed. Bright LEDs and an adjustable-volume beeper on the DS3478-SF ensure that decode feedback is clearly visible and audible to users, saving valuable worker time.

End maintenance worries with a full suite of services and support

Even the most rugged scanners need a support plan to cover maintenance. That's why Symbol covers every aspect of your mobility solution — from network design to ongoing operations — providing unsurpassed breadth and depth of coverage to ensure all of your services and support needs are met.

Symbol Services offer:

- Professional planning, assessment and implementation services, forming the foundation of a successful solution
- A global team with unrivaled industry and product expertise, focused on Symbol product support
- Responsive customer services, ensuring your solution operates seamlessly and efficiently

For more information on the cordless rugged DS3478-SF handheld scanner and the full line of accessories, contact us at +1 800.722.6234 or +1 631.738.2400, or visit us at www.symbol.com/ds3478sf

* Roll (Roll): Controlled by rotating the wrist clockwise or counterclockwise
 † Pitch: Controlled by dropping or raising the wrist
 ‡ Skew (Yaw): Controlled by rotating the wrist from left to right or vice versa

DS3478-SF specification highlights

Physical characteristics	
Dimensions	7.34 in. L x 4.33 in. W x 2.51 in. D (18.66 cm H x 12.25 cm W x 7.43 cm D)
Weight (without cable)	14.5 oz. (414 gm)
Battery	2200 mAh Lithium Ion Battery
Battery charge time	Fully charged (100%) in 3 hours
Color	Twilight Black and Yellow
Performance characteristics	
Light source	450 nm visible laser diode
Resolution	640 x 480
Minimum element width	5 mil (0.127 mm)
Normal working distance	See decode zone
Print contrast	25% minimum reflective difference
Roll (Roll)	+/- 50 degrees from normal
Pitch†	+/- 60 degrees from normal
Skew (Yaw)‡	+/- 180 degrees from normal
ID Codes	UPC/EAN, UPC/EAN with Supplementals, UCC/EAN 128, JAN 8 & 13, Code 39, Code 39 Full ASCII, Code 39 Trioptic, Code 128, Code 128 Full ASCII, Codabar (NW7), Interleaved 2 of 5, Discrete 2 of 5, Code 93, MSI, Code 11, Code 32, Boucland EAN, IATA, UCC/EAN RSS and RSS variants
2D codes	PDF417, microPDF417, Maxicode, Data Matrix (ECC 2000), Composite Codes, QR Code
Postal codes	U.S. Postnet, U.S. Planet, U.K. Postal, Japan Postal, Australian Postal, Dutch Postal
Interfaces supported	RS232, Keyboard Wedge, Wand Emulation, Scanner Emulation, IBM 4680/4602, USB and Synapse
User environment	
Operating temperature	32° to 122°F (0° to 50°C)
Storage temperature	-40° to 140°F (-40° to 60°C)
Humidity	5% to 85% relative humidity, noncondensing
Sealing	Sealed to IP65 specifications
Drop specifications	Unit functions normally after repeated 6.5-ft. (2-m) drops to concrete
Ambient light immunity	Immune to direct exposure of normal office and factory lighting conditions, as well as direct exposure to sunlight. Outdoor: 10,000 foot-candles/10,760 Lux
Electrostatic discharge	Conforms to 15 kV air discharge and 8 kV of contact discharge
Grades	
	STB 3408 and FLB 3408 STB 3478 and FLB 3478
Power requirements	4.75 – 14 VDC
Typical current draw	
Not charging	
	10 mA
	105 mA @5V
	45 mA @6V
Fast rate charge	
	915 mA @5V
	860 mA @6V
Slow rate charge	
	480 mA @5V
	345 mA @6V
Radio link	N/A
	Bluetooth class 1 (2.4 GHz), Class 2
Radio specification	
Radio range	100 meters direct line of sight
Frequency	2.4 GHz
Regulatory	
Input transient protection	IEC 1000-4 (2,3,4,5,6,11)
EM/RFI	FCC Part 15 Class B, ICES 003 Class B, European Union EN61010, Japan VCCI Part IV (Dense)
Laser safety	CDRH Class II, IEC Class 2
Warranty	
The DS3478-SF is warranted against defects in workmanship and materials for a period of 3 years (36 months) from date of shipment, provided that the product remains unmodified and is operated under normal and proper conditions. See full warranty for details.	

About Symbol Technologies

Symbol Technologies Inc., "The Enterprise Mobility Company", is a recognized worldwide leader in enterprise mobility, delivering products and solutions that capture, move and manage information in real time to and from the point of business activity. Symbol enterprise mobility solutions integrate advanced data capture products, radio frequency identification technology, mobile computing platforms, wireless infrastructure, mobility software and world-class services programs under the Symbol Enterprise Mobility Services brand. Symbol enterprise mobility products and solutions are proven to increase workforce productivity, reduce operating costs, drive operational efficiencies and realize competitive advantages for the world's leading companies. More information is available at www.symbol.com

symbol[®]
The Enterprise Mobility Company™

Corporate Headquarters
 Symbol Technologies, Inc.
 One Symbol Plaza
 Holtsville, NY 11742-1300
 TEL: +1.800.722.6234/+1.631.738.2400
 FAX: +1.631.738.5990

For Asia Pacific Area
 Symbol Technologies Asia, Inc.
 (Singapore Branch)
 Asia Pacific Division
 230 Victoria Street #12-08/10
 Bugis Junction Office Tower
 Singapore 188024
 TEL: +65.6796.9600
 FAX: +65.6796.7199

For Europe, Middle East and Africa
 Symbol Technologies
 EMEA Division
 Symbol Place, Winners Triangle
 Berkshire, England RG41 5TP
 TEL: +44.118.9457000
 FAX: +44.118.9457500

For North America, Latin America and Canada
 Symbol Technologies
 The Americas
 One Symbol Plaza
 Holtsville, NY 11742-1300
 TEL: +1.800.722.6234/+1.631.738.2400
 FAX: +1.631.738.5990

Symbol Web site

For a complete list of Symbol subsidiaries and business partners worldwide contact us at:
www.symbol.com
 Or contact our pre-sales team at:
www.symbol.com/sales



Specifications are subject to change without notice. Symbol® is a registered trademark and The Enterprise Mobility Company is a trademark of Symbol Technologies, Inc. All other trademarks and service marks are proprietary to their respective owners.

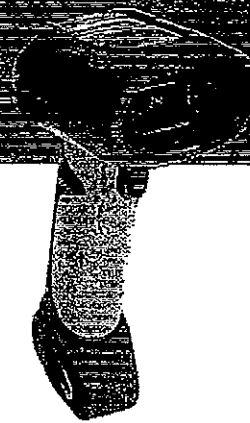
For system product or services availability and specific information within your country, please contact your local Symbol Technologies office or Business Partner.

Part No. DS3478SF Printed in USA 5/05 © 2005 Symbol Technologies, Inc. Symbol is an ISO 9001 and ISO 9002 UKAS, RVC and RAS Registered company, as scope definitions apply.

DS3400 Series

symbol

DIGITAL SCANNERS



Capture Bar Codes with Laser-Like Precision

The DS3400 Series industrial bar-code scanners from Symbol Technologies use digital imaging technology to accurately capture all types of two-dimensional (2D) and one-dimensional (1D) bar codes while offering the high performance typically found only in laser scanners. For capturing images and bar codes, the DS3408 is ideal. But if image capture and transfer capability is what you need, the DS3407 is perfect for today's applications, such as digital document storage and processing, as well as for image capture applications of the future.

High Performance That Speeds Productivity

With the DS3400 Series, you benefit from a scanning solution designed specifically for fast-paced production environments. The DS3407 and DS3408 come equipped with charge-coupled device (CCD) image sensors, which allow them to more accurately capture and process bar codes at a faster pace than other digital scanners. In addition, the scanners' omni-directional scanning functionality lets operators quickly capture bar codes from any angle, eliminating the need to line up bar codes with laser lines. The DS3400 Series has the widest working range of any scanner in its class. Its two-position smart focus technology, unique to Symbol, allows you to read bar codes regardless of the size or density of the code. This means that this single device can work well for all your scanning needs.

Ruggedized for Industrial-Grade Applications

The DS3400 Series provides resilience and performance in a ruggedized package. The scanners' exit windows are scratch-resistant and recessed for a high level of durability, while their rugged housing, sealed to industry-leading IP65 standards against rain and dust, is designed to withstand repeated drops of up to six-and-a-half feet (two meters) onto concrete. In fact, the DS3407 and DS3408 maintained their reliability when subjected to drops in a specialized tumble test conducted in the widely recognized Symbol Industrial Design Labs. Their design virtually eliminates the chances of downtime occurring as a result of damage from being dropped.

An Investment for Now and the Future

The DS3400 Series doesn't just provide you with a scanning solution that meets current and future needs—it can also help

Feature	Benefit
Ability to read both 1D and 2D bar codes	Increases productivity and lowers costs by providing one device that can be used to read all industry-standard bar codes
Omni-directional scanning	Speeds reading time by eliminating the need to line up the bar code with the scan line
Rugged and reliable design that includes a 6.5 foot drop-to-concrete specification and IP65 seal rating	Ensures reliability and performance in rough environments by protecting against damage
Integrated image capture and transfer capabilities (DS3407 only)	Reduces the costs associated with operating and maintaining multiple devices by integrating the technology needed for image capture and transfer
Multiple interfaces (DS3408 only)	Protects your investment by allowing migration to future hosts with only a cable change
Two-position smart focus	Unique to the DS3400 Series, this feature allows users to optimize the scanner for their application by providing them with a choice of two focus positions

protect your past investments as well. Both scanners offer the technology you need to scan newer bar-code symbologies such as 2D bar codes as well as 1D bar codes. The DS3407 offers the USB functionality and faster transfer rates that make it ideal for newer production environments, as well as the ability to capture and transfer images. In addition, the DS3408 includes a multi-interface that allows it to work with a variety of hosts. With the DS3400 Series, you can choose the scanner that is right for you without having to worry about making a large investment in your overall architecture.

Reduce the Chances of Downtime

Symbol Enterprise Mobility Services are designed to ensure that every aspect of your mobility solution—from network design to ongoing service and support—works seamlessly and at maximum efficiency.

The DS3407 and DS3408 are backed by world-class service and support designed to reduce downtime by ensuring that any problems that may occur with the scanner are quickly resolved. It's this reliability, combined with their ruggedized features, that makes the Symbol DS3400 Series of scanners ideal for the manufacturing environment.

While the DS3407 and DS3408 come with standard three-year warranties, Symbol offers a range of service programs, including the Service-from-the-Start Bronze Service Contract, a prepaid five-year Service Center program. By purchasing the service when you buy the scanners, you receive a higher value at a lower price than if you purchased the same service later.

No matter what level of service you choose, you can rest assured knowing that all Symbol services offer:

- A team with industry experience suited to your business needs
- Symbol-certified and approved parts
- Support services aimed at providing you with maximum uptime

For more information about the DS3400 Series, please contact us at +1 800 722.6234 or +1.631.738.2400 or visit us on the Web at www.symbol.com/ds3400.

About Symbol Technologies

Symbol Technologies, Inc., The Enterprise Mobility Company™, manufactures and services enterprise mobility systems, delivering products and solutions that capture, move and manage information in real time to and from the point of business activity. Symbol enterprise mobility solutions integrate advanced data capture products, radio frequency identification technology, mobile computing platforms, wireless infrastructure, mobility software and services programs under the Symbol Enterprise Mobility Services brand. Symbol enterprise mobility products and solutions are designed to increase workforce productivity, reduce operating costs, drive operational efficiencies and realize competitive advantages for the world's leading companies.

DS3400 Specification Highlights

Physical Characteristics	
Dimensions	7.34 in. H x 4.82 in. W x 2.93 in. D 18.65 cm H x 12.25 cm W x 7.43 cm D
Weight (without cable)	12.56 oz./356 gm
Input Voltage	5 volts +/- 10%
Operating Current	250mA (average)
Power Sources	Depending on host: • Host power • External power supply
Color	Twilight Black/Yellow
Performance Characteristics	
Light Source	650 nm visible laser diode
Resolution	640 x 480
Minimum Element Width	5 mil/0.127 mm
Nominal Working Distance	From 1 in./2.5 cm to 14 in./35 cm on 100% UPC/EAN symbols
Print Contrast	25% minimum reflective difference
Roll (Tilt)	+/- 180 degrees from normal
Pitch	+/- 60 degrees from normal
Skew (Yaw)	+/- 50 degrees from normal
Decoding Capability	
1D Codes	UPC/EAN, UPC/EAN with Supplementals, UCC/EAN 128, JAN 8 & 13, Code 39, Code 39 Full ASCII, Code 39 Trioptic, Code 128, Code 128 Full ASCII, Codabar (NW7), Interleaved 2 of 5, Discrete 2 of 5, Code 93, MSI, Code 11, Code 32, Bookland EAN, IATA, UCC/EAN RSS and RSS variants
2D Codes	PDF417, microPDF417, MaxiCode, Data Matrix (ECC 2000), Composite Codes, QR Code
Postal Codes	U.S. Postnet, U.S. Planet U.K. Postal, Japan Postal, Australian Postal, Dutch Postal
Interfaces Supported	RS232, Keyboard Wedge, Wand Emulation, Scanner Emulation, IBM 468X/469X, USB and Synapse
User Environment	
Operating Temperature	32° to 122°F/0° to 50°C
Storage Temperature	-40° to 158°F/-40° to 70°C
Humidity	5% to 95% relative humidity, noncondensing
Drop Specifications	Unit functions normally after repeated 6.5 ft./2 m drops to concrete
Ambient Light Immunity	Immune to direct exposure to normal office and factory lighting conditions, as well as direct exposure to sunlight
Sunlight	10,000 ft. candles/107,644 LUX
Electrostatic Discharge	Conforms to 15 kV air discharge and 8 kV of contact discharge
Regulatory Information	
Electrical Safety	Certified to UL1950, CSA C22.2 No. 950, EN60950/IEC950
Laser Safety	CDRH Class II, IEC Class 2
EMV/RFI	FCC Part 15 Class B, ICES-003 Class B, European Union EMC Directive, Australian SMA

1 Roll (Tilt): Controlled by rotating the wrist clockwise or counterclockwise
 2 Pitch: Controlled by dropping or raising the wrist
 3 Skew (Yaw): Controlled by rotating the wrist from left to right or vice versa

EN410 CE



Specifications are subject to change without notice. Symbol® is a registered trademark, and The Enterprise Mobility Company is a trademark of Symbol Technologies, Inc. All other trademarks and service marks are proprietary to their respective owners.

For system, product or services availability and specific information within your country, please contact your local Symbol Technologies office or Business Partner.



D S 3 4 0 0 1 1 / 0 4

Part No. DS3400 Printed in USA 11/04 © 2004 Symbol Technologies, Inc. All rights reserved. Symbol is an ISO 9001 and ISO 9002 UKAS, RVC and

Corporate Headquarters
 Symbol Technologies, Inc.
 One Symbol Plaza
 Holtsville, NY 11742-1300
 TEL: +1.800.722.6234/+1.631.738.2400
 FAX: +1.631.738.5390

For Asia Pacific Area
 Symbol Technologies Asia, Inc.
 (Singapore Branch)
 Asia Pacific Division
 230 Victoria Street #05-07/09
 Bugis Junction Office Tower
 Singapore 188024
 TEL: +65.6796.9600
 FAX: +65.6337.6488

For Europe, Middle East and Africa
 Symbol Technologies
 EMEA Division
 Symbol Place, Wimshurst Triangle
 Berkshire, England RG41 5TP

For North America, Latin America and Canada
 Symbol Technologies
 The Americas
 One Symbol Plaza
 Holtsville, NY 11742-1300
 TEL: +1.800.722.6234/+1.631.738.2400
 FAX: +1.631.738.5390

Symbol Website
 For a complete list of Symbol subsidiaries and business partners worldwide contact us at www.symbol.com
 Or contact our pre-sales team at www.symbol.com/sales

symbol

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: Bar Code Equipment Service, LLC

Authorized Signature: Bobby B. Rose Date: 10-11-07