

RFO COPY

107 Erskine Lane

Scott Depot, WV 25560

PO Box 149

TYPE NAME/ADDRESS HERE

Advanced Technical Solutions, L.L.C.

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

### Request for REGINDINGER Quotation

BHS80092

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

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 Best Way Net 30 Destination Included-BID OPENING DATE: '<del>2005</del> LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT OPEN END BLANKET CONTRACT 0001 EA 475-47 491.40 491.40 CORDED SCANNER, SYMBOL DS3407 RUGGED DIGITAL SCANNER OR EQUIVALENT: INCLUDING 3-YR. MANUFACTURER WARRANTY, 10-day-in-house turn around service pian 0002 EA 475-47 41.30 41.30 BRONZE 'FROM THE START' 3-YEAR ADVANCED SERVICE WARRANTY (OVERNICHT REPLACEMENT) - ADDITIONAL COST 0003 EΑ 475-47 48.30 48.30 SYMBOL INTELLISTAND, OR EQUAL, FOR DS3407 SCANNER SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-757-6542 11/05/2007 Account Manager Government & Education 55-0772695 ADDRESS CHANGES TO BE NOTED ABOVE

## 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

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- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division
- 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.
- HIPAA Business Associate Addendum The West Viginia 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.
- 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



DATE PRINTED

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

TERMS OF SALE

## Request for REGNUMBER Quotation

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FREIGHT TERMS

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

RFQ COPY TYPE NAME/ADDRESS HERE Advanced Technical Solutions, L.L.C. 107 Erskine Lane PO Box 149 Scott Depot, WV 25560

HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

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DATE PRINTED

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

TERMS OF SALE

### Request for MARGANUMBER Quotation

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HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

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RFO COPY TYPE NAME/ADDRESS HERE Advanced Technical Solutions, L.L.C. 107 Erskine Lane PO Box 149 Scott Depot, WV 25560

FREIGHTTERMS 10/03/2007 Best Way Destination Included BID OPENING DATE: LINE QUANTITY **UOP ITEM NUMBER** UNITPRICE AMOUNE 0008 EA 475-47 28.70 28.70 CORDLESS UNIVERSAL POWER SUPPLY 0009 EA 475-47 1, 18.90 18.90 USB CABLE -7' STRAIGHT 0010 100 EA., DS3478 CONDLESS SCANNER RADIO CHARGING CRADLE 192.50 192.50 SEE ATTACHED DETAILED SPECIFICATIONS, PRIOR TO BIDDING. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECCMES 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 "REASONABL 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 TELEPHONE DATE 304-757-6542 11/05/2007 Account Manager Government & Education 55-0772695 ADDRESS CHANGES TO BE NOTED ABOVE

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



Request for REQNUMBER BHS800

BHS80092

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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.  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON MRITTEN NOTICE TO THE VENDOR IF THE COMMODITES AND/OR SERVICES SUPPLIED ARR OF AN IMPERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN OF WORK.)  QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, HASED ON ESTIMATES SUPPLIED BY THE STATE SERNDING UNIT IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY HURING THE QUANTITIES SHOWN  ORDERED FOR DELIVERY HURING THE QUANTITIES SHOWN  ORDERED FOR DELIVERY HURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN  ORDERING PROCEDURE: SEENDING UNIT (5) SHALL ISSUE A WRITTEN STATE CONTRACT GREE (FORM NUMBER WV-39) TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES  ***WINDER**** ADDRESS CHANGES TO BE NOTED ABOVE  ***WINDER**** ADDRESS CHANGES TO BE NOTED ABOVE  ***WINDER***** ADDRESS CHANGES TO BE NOTED ABOVE  ***WINDER************************************	DATE PRINTED TE	RMS OF SALE	SHIPVIA	FOB	FREIGHTTERMS
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'	Account Manager Government & Education	5		Į	



# Request for

REQ NUMBER BHS80092

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ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE Advanced Technical Solutions, L.L.C. 107 Erskine Lane PO Box 149 Scott Depot, WV 25560

BPH - LABORATORY SERVICES 167-ELEVENTH AVENUE SOUTH CHARLESTON, WV

HEALTH AND HUMAN RESOURCES

25303 304-558-3530

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Request for REGNUMBER BHS80092

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

RFQ COPY TYPE NAME/ADDRESS HERE

Advanced Technical Solutions, L.L.C. 107 Erskine Lane PO Box 149 Scott Depot, WV 25560

HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

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## Request for BEONUMBER Quotation

BHS80092

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

RFQ COPY TYPE NAME/ADDRESS HERE Advanced Technical Solutions, L.L.C. 107 Erskine Lane PO Box 149 Scott Depot, WV 25560

HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

DATEPRINTED TERMS OF SALE SHIPVIA FOB FREIGHT TERMS 10/03/200 Net 30 Best Way Destination Included BID OPENING DATE: <del>11/06/2007</del> OPENING TIME LINE QUANTITY TEM NUMBER UNITPRICE 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 Advanced Technical Solutions, L.L.C. BIDDER: 11/05/2007 DATE SIGNED: Account Manager Government & Education TITLE: \* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION (S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE 304-757-6542 11/05/2007 Account Manager Government & Education 55-0772695 ADDRESS CHANGES TO BE NOTED ABOVE



# Request for BHS80092

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BHS80092

PAGE 10

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

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HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

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## Request for Quotation

BFGNUMBER BHS80092 PAGE 11

ROBERTA WAGNER
304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE
Advanced Technical Solutions, L.L.C.
107 Erskine Lane
PO Box 149
Scott Depot, WV 25560

HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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

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## WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES

12

## REQUEST FOR QUOTATION Open End/Blanket Contract for Barcode Scanners RFO# 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 (BHHF) There are seven facilities that are within the BHHF 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, Codabat (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 (<u>2D Codes</u>: 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

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#### Attachment 1

# Ordering/Delivery/Quantity Information RFQ# BHS80092

Ordering/Delivery Locations:	Quantity (	immediate need)
Facility Name	Corded	Cordless
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.

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#### Attachment 2

## 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.

Iter	Estimated Annual  # Quantity Item Description	Unit	IOIAL
3-42	u # Quantity Item Description	<u>Price</u>	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".	\$ 491.40	\$ 49,140.00
2.	100 ea Bronze 'from-the-start' 3-year advanced service warranty (overnight replacement) - additional cost, "or equal".	<u>\$_41.30</u>	\$_4,130.00
3,	100 ea. Symbol Intellistand, or equal, for DS3407 scanner.	\$_48.30	\$_4,830 00
4,	100 ea. USB Cable - 7' straight	<sub>\$</sub> 18.90	\$ 1,890.00
5.	75 ea. CORDLESS Scanner, Symbol DS3478 Rugged Digital Scanner (or equivalent); Including 3 yr manufacturer warranty, 10-day in-house turn around service plan, "or equal".	\$ 595.00	44,625.00
5.	75 ea. CORDLESS Scanner, Symbol DS3478 Rugged Digital Scanner (or equivalent); Including 3 yr manufacturer warranty, 10-day in-house turn around service plan, "or equal".	\$_595.00	44,625.00
6	75 ea Advanced Bronze 'from-the-start' 3-year service warranty; 3-day in-house turn around service plan – additional cost "or equal".	\$ <u>41.30</u> \$	3,097.50
7.	75 ea US Line Cord	\$_3.50 \$	262.50
8	75 ea Cordless Univ, Power Supply	\$_28.70 <u>\$</u>	2,152.50
9	75 ea. USB Cable - 7' Straight	e 18.90 e	1,417.50
0	100 EA., DS3478 CORDLESS SCANNER RADIO CHARGING CRADLE	192.50	\$19,250.00
	IOTAL COST:	\$	130,795.00

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

#### Attachment 3

## GENERAL TERMS AND CONDITIONS

## 16

## 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 or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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

Ihe 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 to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change

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

#### 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 breech 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 Scammer Rugged sördless digital seanner

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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

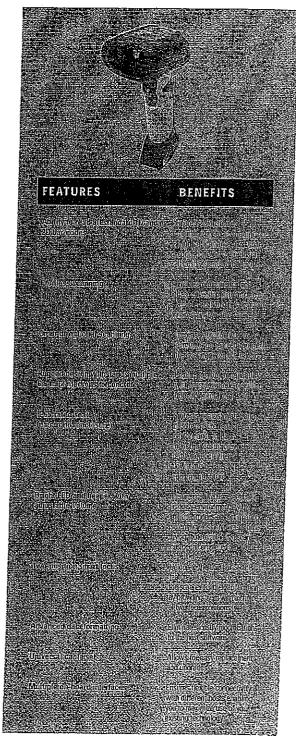
Your warehouse, manufacturing and even retail employees operate more efficiently when you eliminate the cable between the device and the host And, you've probably noticed the cable is a common point of failure in handheld devices operating in industrial facilities. Having no cord translates into fewer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





## 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

## DS3478-SF specification highlights

il characteristics	

Pinnerine	****				
Dimensions		) (IR&Scm H x 12.25 cm W x 7.43 cm D)			
Weight (without cable)	14.5 cz. (414 gm)				
Ballery	200 mAh Uthium Ion Battery				
Battery charge time	Fully charged (100%) in 3 hours				
Color	Twilight Black and Yallow				
Performance charact	eristics				
Light source	850 np visible laser diode				
Resolution	640 x 460				
Minimum element width	5 mil (0.123 mm)				
Nominal working distance	See decode zone				
Print contrast	25% minimum reflective differen	ce			
Rod (fili)	+/- 50 degrees from normal				
Pitch*	+/- 60 dagrees from normal				
Skew (Yan)	•/- 180 degrees from normal				
1D Codes	UPC EAN, UPC EAN with Supples	nomais, UCC.EAN 128, JAN B & 13, Code 39,			
		tic, Code 128, Code 128 Full ASCII, Codobar (NA			
		Code 93, MSI, Code 11 Code 32 Bookland EA			
	IATA, UCC/EAN RSS and RSS ver				
2D codes		Data Marrix (ECC 2000), Composite Codes, Off Co			
Postal codes	U.S. Posinet, U.S. Planet, U.K. Po	stal, Japan Postal, Australian Postal, Dutch Pos			
Interfaces supported		mulation, Scanner Emulation, IBM 468X/469X,			
	USB and Synapse				
User environment					
Operating temperature	32' to 122'F (-6' to 50'C)				
Storage temperaturo	-10" to 140"F (-40" to 50"C)				
Homidity	5% to 95% relative humidity, aancandensing				
Seafing ,	Sealed to IP85 specifications				
Drop specifications		ated 8.5-ft. (2-m) drops to concrete			
Ambient light homunity		nal office and factory lighting conditions, as we			
	as diract exposure to sunlight;				
·	Outdoor: 10,000 foot-candles/107,6	00 lan			
fectrostatic discharge	Conforms to 15 kV air discharge as	nd 8 kV of comtact discharge			
Cradles	STB 3408 and FLB 3408	STB 3478 and FLB 3478			
over requirements	4.75 - 14 VOC	4.75 - 14 VDC			
ypical current draw		1,71 - 11 400			
Not charging	10 mA	105 mA @5V			
- 4		45 mA 99V			
Fast role charge	915 mA #95V	915 mA @5V			
•	680 mA 429V	VCQ Am 036			
Slow,rate charge	480 mA @5V	480 mA @5V			
<del>_</del>	345 mA @9V	3/15 mA @9V			
Radio link	N/A	Bluetooth class 1 (2.4 GHz), Class 2			
adio specification:		~			
idio range	700				
ednestrak .	too moters direct line of sight.				
	2.4 GHz				
egulatory	•				
out translent protection	IEC 1080-4-(2,3,4,5,6,11)				
(L/RF)		opean Union EAVC Directive, Japan VOCGMEN/Dental			
ser safety	CDRH Class II, IEC Class 2				
arranty	<del></del>				

the proximative mains 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

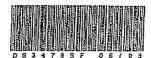
Corporate Headquarters Symbol Technologies, Inc. One Symbol Plaza Holtsville, NY 11742-1300 TEL:+1.890.722.6234/+1.531.738.2400 FAX:+1.631.738.5990

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



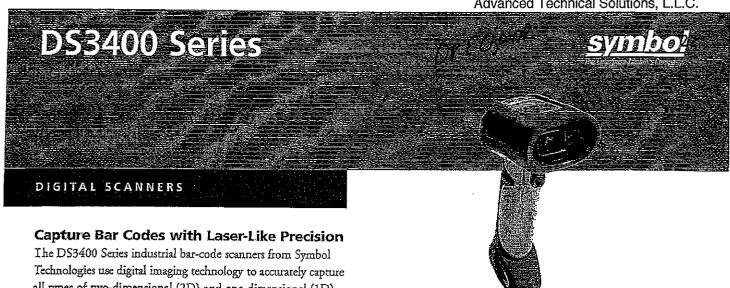
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For system, product or services availability and specific information within your country, please contact your local Symbol Technologies office or Susiness Partner

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<sup>!</sup> Roll (Tilt): Controlled by rotating the wrist clockwise or counterclockwise

<sup>\*</sup> Pitch: Controlled by dropping or raising the wrist \* Skew (Yaw): Controlled by rotating the wrist from left to right or vice versa



all types of two-dimensional (2D) and one-dimensional (1D) bat 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 scratchresistant 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 ream 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 tis 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 Characteristic	
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 voits +/- 10%
Operating Current	250mA (average)
Power Sources	Depending on host:  Host power  External power supply
Color	Twilight Black/Yellow
Performance Character	istics
Light Source	650 nm visible laser diode
Resolution	640 × 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 symbol
Print Contrast	25% minimum reflective difference
Roll (Tilt)'	+/- 180 degrees from normal
Pitch²	+/- 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 8 13, Code 39. Code 39 Full ASCII, Code 39 Trioptic, Code 120 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
nterfaces Supported	RS232, Keyboard Wedge, Wand Emulation, Scanner Emulatio IBM 468X/469X, USB and Synapse
Jser Environment	
perating Temperature	32° to 122°F/0° to 50°C
torage Temperature	-40° to 158°F/-40° to 70°C
umidity	5% to 95% relative humidity, noncondensing
rop Specifications	Unit functions normally after repeated 6.5 ft /2 m drops to concrete
mbient Light Immunity	Immune to direct exposure to normal office and factory Righting conditions, as well as direct exposure to sunlight
ınlight	10,000 ft. candles/107,644 LUX
ectrostatic Discharge	Conforms to 15 kV air discharge and 8 kV of contact discharge
egulatory Information	
ectrical Safety	Certified to UL1950, CSA C22 2 No. 950, EN60950/IEC950
ser Safety	CDRH Class II, IEC Class Z
AI/RFI	FCC Part 15 Class B, ICES-003 Class B, European Union EMC Directive, Australian SMA

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- 2 Nitch: Controlled by dropping or raising the wrist 3 Skew (Yaw): Controlled by rotating the wrist from left to right or vice versa

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### 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: Advanced Technical Solutions, L	.L.C.	
Authorized Signature: Chales W. Hours	_ Date:	11/05/2007

Purchasing Affidavit (Revised 04/15/07)