



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
WEH90122

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Mountain State Building Automation, LLC
 6444 Sissonville Dr.
 Sissonville, WV 25320

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/26/2009				

BID OPENING DATE: 07/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		195-68	\$84,990	\$84,990
EMPLOYEE TIME AND ATTENDANCE SYSTEM THE ACQUISITION AND CONTRACT ADMINISTRATION SECTION OF THE PURCHASING DIVISION "STATE" FOR THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORIAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, "AGENCY" IS SOLICITING QUOTATIONS TO PURCHASE AN ELECTRONIC EMPLOYEE TIME SYSTEM FOR WELCH COMMUNITY HOSPITAL. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/14/2009. 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: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig Carter</i>	TELEPHONE (304) 984-0415	DATE 8/12/09
TITLE Vice President	FEIN 26-3312652	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>CONTRACTORS LICENSE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Craig Carter</i>	TELEPHONE	(304) 984-0415	DATE	8/12/09
TITLE	Vice President	FEIN	26-3312652	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: Mountain State Building Automation, LLC CONTRACTORS LICENSE NO.: WV 044802</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Craig Carter* TELEPHONE: (304) 984-0415 DATE: 8/12/09
 TITLE: Vice President FEIN: 26-3312652 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----WEH90122-----</p> <p>BID OPENING DATE:-----7/30/2009-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Cantor</i>	TELEPHONE (304) 984-0415	DATE 8/12/09
TITLE Vice President	FEIN 26-3312652	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Craig Carter						
***** THIS IS THE END OF RFQ WEH90122 ***** TOTAL:						\$84,990

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Craig Carter</i>	TELEPHONE (304) 984-0415	DATE 8/12/09
TITLE Vice President	FEIN 26-3312652	ADDRESS CHANGES TO BE NOTED ABOVE

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Welch Community Hospital
WEH90122 Electronic Employee Time System

GENERAL INFORMATION

Project: To obtain a vendor to provide and install an electronic employee time and attendance system for Welch Community Hospital.

PROCUREMENT SPECIFICATIONS

General Requirements:

Vendor shall provide all labor, material and software/equipment necessary to complete a 100% turn-key electronic employee time system and seven (7) biometric hand reader terminals as per the bid specifications.

Vendor shall provide references of at least three (3) clients for which they have provided these similar products.

OPERATING ENVIRONMENT

Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

SPECIFICATIONS:

Electronic Employee Time and Attendance System

1. System must interface with EPICS systems in WV State Auditor's office to extract information only.
2. System will utilize both employee PIN (Personal Identification Numbers) and biometric hand readers
3. System must be expandable to 500 employees.
4. System must have scheduling capability.
5. System must provide security so that managers may have access to specific employees' time.
6. System must provide the following reports:
 - a. System shall provide accrual Usage Information for each employee's annual leave, sick leave, and holidays.
 - b. System shall track Annual Leave as follows: Full-time, part-time, professional, intermittent, and temporary employees appointed from a register are eligible to

Welch Community Hospital
WEH90122 Electronic Employee Time System

- earn annual leave; part-time employees earn leave on a pro-rata basis. Paid annual leave is earned at a rate based upon an employee's length of service. Full-time employees are eligible to earn a minimum of 15 days per year or hours equal to 1.25 days each month. Annual leave cannot be taken before it is earned. There is also a maximum amount of annual leave that an employee can carry over from one calendar year to the next, depending on the employee's length of service.
- c. System shall track Sick Leave as follows: Full-time, part-time, provisional, intermittent, and temporary employees appointed from a register are eligible to earn sick leave at a rate of 18 days per year or hours equal to 1.50 days each month. Part-time employees earn leave on a pro rata basis. Earned sick leave is credited to employees at the end of each pay period and may be used after it is credited. Sick leave cannot be taken before it is earned. There is no limit to the amount of sick leave you can accumulate and carry forward from year to year.
 - d. System shall track Holidays as follows: All full-time classified employees are eligible for paid time off for holidays. The eligibility of classified-exempt employees is determined by the employing agency. Part-time employees are eligible for paid time off for holidays in proportion to their full-time equivalent.
7. System shall track shift differential.
 8. System shall track overtime.
 9. System shall track call time (call out time).
 10. System shall provide expensing employee cost to several cost centers.
 11. System will allow exception punches.
 12. System shall provide bi-weekly reports for (overtime, shift differential, and call).
 13. System shall track holidays worked, for double or triple pay, etc.
 14. System shall collect data on employees to include: job title, Cobra Insurance, sex, EEO code, hire date, track leaves of absence without pay for tenure purposes; and home department.
 15. System shall track when to pay out holidays when accrued over 24 hours of holiday time on a monthly basis.
 16. System shall track tardiness, absences, and missed punches
 17. System shall track tenure, or length of employment to determine a variety of benefits including: annual leave accrual rate, annual increment, service credit for retirement benefits, and eligibility for longevity increases. The calculation of length of employment is different for the various benefits.

Welch Community Hospital
WEH90122 Electronic Employee Time System

18. System must have the ability to apply complex rules relative to leave accrual, labor cost, track hours and wages by employees, cost center, and department
19. System must easily update pay and work rules with a configurable rules engine.
20. System will minimize administrative processes and subjective interpretations.
21. System will highlight and color code variances such as late or missing punches so that it sends out alerts that notify the appropriate manager/supervisor when variances are approached or exceeded within the system. This will allow the managers/supervisors to define the exceptions that need immediate notification of such as when employees are tardy, absent or approaching overtime
22. System must capture the critical real-time labor information to effectively manage labor costs.
23. System will identify when call back premium needs to be input in to the schedule, so that the appropriate labor premiums are applied when a particular employee is called in to work.
24. System will include seven (7), biometric hand reader terminals to be placed at the following locations:
 - a. One (1) within the OR/OB wing.
 - b. One (1) within the Long Term Care wing.
 - c. One (1) within the M/S-ICU wing.
 - d. One (1) within the Emergency Department and Out-Patient Clinic wing, to include the Laboratory and Radiology departments.
 - e. One (1) within the Administrative wing to include Payroll, Housekeeping, Central Stores, Dietary, Nursing Administration, Administration, Medical Records and Respiratory Therapy.
 - f. One (1) within the Maintenance Department
 - g. One (1) within the Patient Accounts Department, Purchasing/Accounts Payable and McDowell Medication Clinic, location is separate from the main facility located at 830 Virginia Avenue, Welch, WV 24801.
25. System's hand reader terminals must have the ability to function in both online and offline modes in the event that normal real-time communication between the terminal and its host is lost, the terminal will automatically begin accepting transactions in offline mode, and will continue to do so until it recognizes the connection has been re-established and stored information will immediately deliver to the central database.
26. System's hand reader terminals must have the ability to provide each employee viewing of messages that have been sent, via the time system, to the employee by employee's supervisor, Human Resources, and/or administration

Welch Community Hospital
WEH90122 Electronic Employee Time System

27. System must allow employees via the hand reader terminals to:
 - a. Clock in and out of each shift.
 - b. Go on break during a shift.
 - c. Choose/change department during a shift.
 - d. Track multiple shifts each day.
 - e. View hours for any pay period
 - f. View hours this shift.
 - g. View monthly schedule, this month and next.
 - h. Receive employee messaging.

28. Vendor shall bid a one time installation set up fee and training. Vendor shall include as part of their purchase price, for providing, installing, and supporting all software applications for this project for a 100% turnkey installation, to include: installation, training and support that will be provided by technicians certified in the use and installation of the system provided or by software manufacturers' approved service representatives for a minimum of one year and shall also include post software updates and support for a five year life of the system.

29. Vendor shall provide standard technical telephone support to solve operation or technical problems for the 5 year life of the system.

30. Vendor shall provide standard technical support response from support personnel within 2 (two) hours of service requested.

31. Vendor will provide and install server and any additional hardware and/or software required to make the electronic employee time system operational.

32. Vendors shall include a minimum of one year warranty on all parts and labor as part of the purchase price. Vendors shall also include post-warranty maintenance costs for a five year life of the system.

33. The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears. State law forbids payment of invoices prior to receipt of goods or services.

34. Evaluation and award will be made to vendor meeting specifications, based on lowest grand total amount, including support costs.

35. The vendor shall warrant to the facility all materials and equipment will be new and be of the current year production of manufacturer and manufactured for commercial usage, and that all work will be of good quality and free from faults. The vendor will do all wiring that will be necessary to bring the system up and running and support such wiring.

Welch Community Hospital
WEH90122 Electronic Employee Time System

36. The vendor shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for McDowell County pursuant to West Virginia code 21-5-1, et seq West Virginia Department of Labor Wage Rates are available at website:

<http://www.wvsos.com/adlaw/wagerates/building09.htm>

BID SHEET

Description	Price
One (1) complete Time and Attendance System as per the bid specifications.	\$59,990
Technical/Software support for Year 2	\$5,950
Technical/Software support for Year 3	\$6,150
Technical/Software support for Year 4	\$6,350
Technical/Software support for Year 5	\$6,550
Grand Total	\$84,990

Evaluation and award will be made to the responsive and responsible vendor meeting specifications at the lowest grand total amount. Technical/Software support will be included in the cost evaluation.

Vendor will invoice hospital for equipment, delivery, installation, and in-service, payment will be made in arrears.

Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears.

Please attach the following:

- A. Copy of the Manufacturer's Software License/Warranty Agreement.
- B. Three (3) references of other users of this time and attendance system/software.

RFQ No. WEH90122

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: MOUNTAIN STATE BUILDING AUTOMATION, LLC
Authorized Signature: C. Carter Date: 8/12/09

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

ATTACHMENT
PO # WEH90122

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

Agreed
Ci Conti 8/12/09
Signature Date
Vice President
Title
MT STATE Bureau Administration
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: MT. STATE BUILDING ADMINISTRATION

Signed: [Signature]

Title: Vice Pres. MNT

Date: 5/12/09



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:
WEH90122

PAGE:
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**MOUNTAIN STATE BUILDING
 AUTOMATION, LLC**

**6444 SISSONVILLE DRIVE
 SISSONVILLE, WV 25320**

SHIP TO

**HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL**

**454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/24/2009				

BID OPENING DATE: **08/13/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO 1						
1. TO MOVE THE BID OPENING DATE FROM 7/30/2009 TO 8/13/2009 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO : WEH90122						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1				<i>CEC - 8/12/09</i>		
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>A. C. ...</i>	TELEPHONE <i>304 984-0245</i>	DATE <i>8/12/09</i>
TITLE <i>VP</i>	FERN <i>26-3312652</i>	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 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy "

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 case of discrepancy
5. All quotations are considered FOB 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P O 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
WEH90122

PAGE
2

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

VENDOR


RFQ COPY
 TYPE NAME/ADDRESS HERE
**MOUNTAIN STATE BUILDING
 AUTOMATION, LLC**
**6444 SISSONVILLE DRIVE
 SISSONVILLE, WV 25320**

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/24/2009				

BID OPENING DATE: 08/13/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE <i>MT STATE BUILDING AUTOMATION</i> COMPANY <i>8/12/09</i> DATE </p> <p>REV 11/96</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
<i>A. C. Coo</i>	304 904-0415	8/12/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP	26-3312652	

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

Qqest Timeforce References

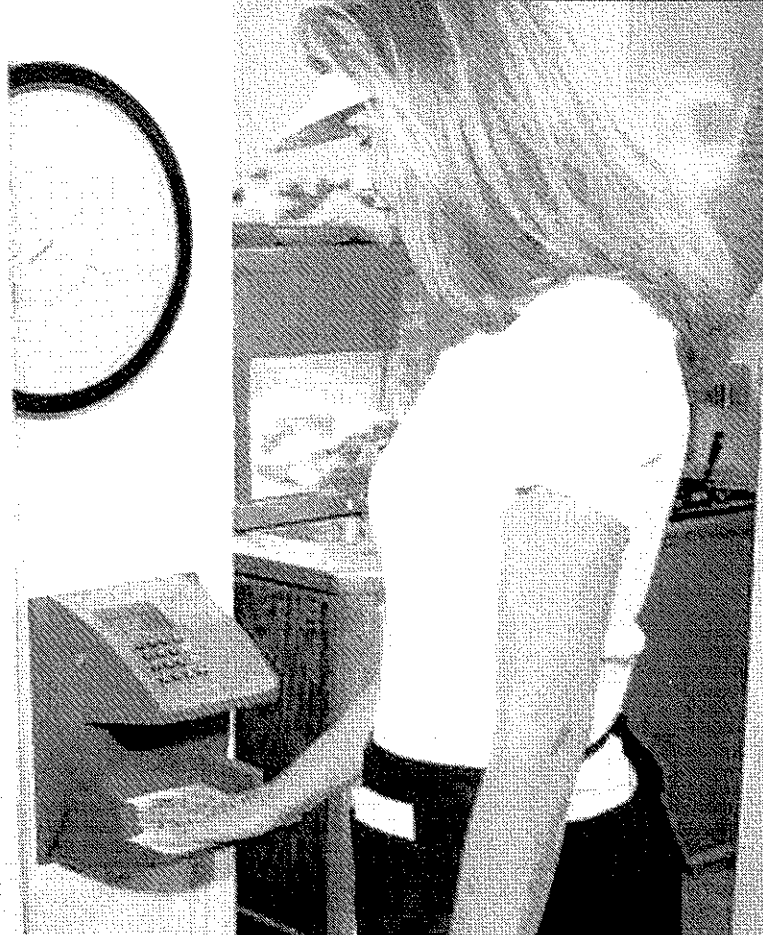
City of Weirton
Gary Dufour
citymanager@cityofweirton.com
304-797-8520
3420 Main St.
Weirton, WV 26062

Northwood Health Systems
Greg Wickenhofer
gw@corp.northwoodhealth.com
304-234-3500x2230
111 19th Street
Wheeling, WV 26003

Centra Bank
Samantha Smeirs
304-319-0924
Morgantown, WV 26550

HandPunch 3000

TIME & ATTENDANCE TERMINAL



Put your hands on the accurate, affordable solution

- ▶ *Saves money over card-based systems*
- ▶ *Provides the most accurate time and attendance solution available*
- ▶ *Fast and easy to use*
- ▶ *Eliminates badges*
- ▶ *Eliminates buddy punching*

Recognition Systems, Inc. now brings the accuracy and convenience of biometric technology easily within reach of most time and attendance applications. In operations that range from coal mines to clean rooms, RSI systems have proven themselves to be a practical and precise solution. Our terminals are so affordable, it doesn't make sense to consider any other technology.

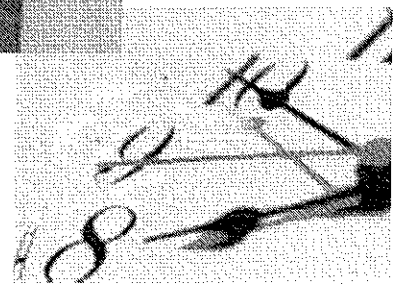
Smarter than card-based terminals
There are no cards to create, administer, carry -- or lose. The HandPunch 3000 verifies employees' identities in less than one second, based on the unique size and shape of their hands. The HandPunch 3000 clearly notifies each user of a match using red and green indicator lights. Because no one

can punch in or out for your employees, the system reduces time theft and improves payroll accuracy.

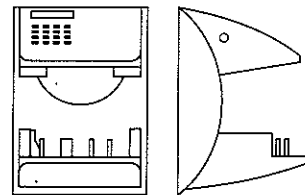
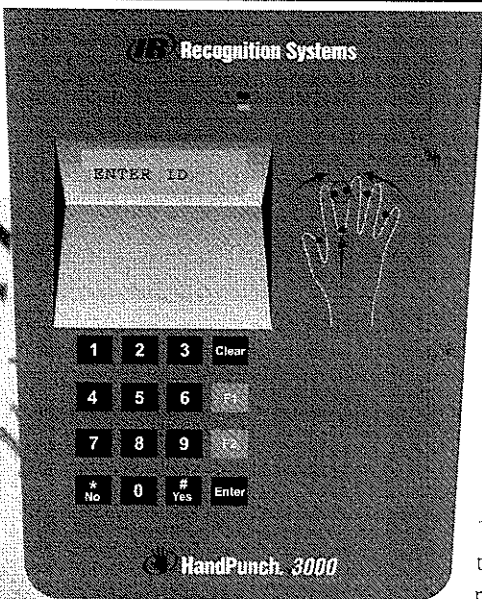
Versatile and programmable

Beyond a simple time clock, the HandPunch 3000 provides definable data management keys that allow data collection when employees punch. The readers transmit data to the time and attendance host PC through a variety of methods including direct wiring, modem, and ethernet. The HandPunch 3000 also has the ability to control a door.

When you want to cut time and attendance costs, do it by hand.



HandPunch. 3000



Hand Geometry Technology

The HandPunch 3000 uses RSI's field-proven hand geometry biometric technology. The terminal captures a three-dimensional image of the hand each time the employee punches. The hand's size and the shape are used to verify their identity with unparalleled accuracy. No fingerprints or palm prints are utilized. Green and red lights notify the employee of the status of each punch. There's no question any more; employees have to be there to punch.

Programmable Data Management Keys

The HandPunch 3000 has two user-definable data management keys that let you collect data as employees punch. Common uses include department transfers, tips collected, job codes, or pay codes. Multi-level data entry sequences may be defined. You can also set the data management keys to allow employees to review their past punches. To reduce keystrokes, the keys can also be set to automatically enter data such as a frequently used department number or in/out status.

Communication Options

Whether your application calls for one terminal or thousands, the HandPunch 3000 can meet the need. Multiple terminals can be networked together at a site via RS-485 wiring. An optional Ethernet communications module or dial up modem are also available. Both options are internal to the terminal making installation fast and simple.

Edit-at-the-Clock Functions

The HandPunch 3000 allows supervisors to override user restrictions and to input such items as missed punches, planned vacations, and sick time at the terminal. The password-protected mode provides greater supervisor flexibility by lessening the need for computer edits. Audit trails documenting the use of these functions are generated to ensure security.

Bell Schedules

The bell schedule lets you program the day, time, and duration of a series of bells. The bells can be programmed to signal the beginning or end of a shift, lunch, or break.

Door Control

The HandPunch 3000 provides the capability to unlock and monitor a door. Global time zones may be used to restrict employee access.

Note: Some time and attendance software packages may not have implemented all of these features in their system software. Please check with your system vendor for details.

Part Number	HP-3000
Size	8.85 in. (22.3 cm.) wide 11.65 in. (29.6 cm.) high 8.55 in. (21.7 cm.) deep
Weight	6 lbs. (2.7 kg)
Power	12-24 VDC or 12-24 VAC 50/60 Hz
Verification time	Less than 1 second
Memory Retention	Up to 5 years via the standard internal lithium battery
Transaction Buffer	5120 transactions
ID Number Length	1 to 10 digits
Baud Rate	1200 - 28.8K bps
Communications	RS-485 (4 wire) multiple terminal networking supported RS-232 Serial Printer Support
User Capacity	512 Users standard Internally expandable to 32,512
Door Controls	Door Lock Output Sinks 0-24VDC, 100mA max Door Switch Monitoring Bell Ring Output Sinks 0-24VDC, 100mA max Timezones 62 user definable
Options	BB-200 Operational Battery Backup MD-500 High Speed Internal Modem EN-200 Ethernet Communications Module BC-100 Bar Code Reader (Wall Mounted) EM-801 Memory Expansion to 9,728 Users EM-803 Memory Expansion to 32,512 Users DC-102 Data Converter (RS232 TO RS485)

Specifications subject to change.
HandPunch is a registered trademark of Recognition Systems, Inc.



1520 Dell Avenue / Campbell, California 95008 USA / Tel: 408 341 4100 / Fax: 408 341 4101 / Email: RSIsales@irco.com / Website: www.handreader.com

Terms and Conditions

QQEST STANDARD SALES AND LICENSE AGREEMENT

THIS SALES AND LICENSE AGREEMENT (the "Agreement"), dated effective as of the date executed by both parties below (the "Effective Date"), is by and between Qquest Software Systems, Inc., a Delaware corporation with its principal place of business at 9350 South 150 East, Suite 300, Sandy, UT 84070, ("Qquest"), and CUSTOMER, an organization with its principal place of business at ADDRESS ("Customer").

1. DELIVERY OF SOFTWARE/HARDWARE

1.1 Delivery. The Qquest hardware equipment ("Equipment") and software ("Software") (collectively, the "Product") to be delivered by Qquest hereunder is listed in the [Work Order/Purchase Order] to which this Agreement is attached. Qquest shall deliver to Customer's premises all Equipment and Software to be provided by Qquest, in accordance with a delivery schedule that is mutually agreed to by Qquest and the Customer.

1.2 Delay. In the event of a delay for any cause beyond the reasonable control of Qquest, the date or dates of performance of this contract by Qquest shall be extended for a period equal to the time lost by reason of the delay. Qquest shall not be liable for any delay in the production, delivery or supervision of installation of any of the Equipment or Software covered hereby if such delay shall be due to any cause whatsoever beyond the reasonable control of Qquest including, without limitation, fire, strike, lockout, dispute with workmen or unions, natural disasters, acts of public enemies, accident, delay in transportation, shortage of fuel, inability to obtain material, embargo, or demand of any governmental or war activity

1.3 Training and Support. Qquest shall make available to Customer training and support services that it has announced or may announce as generally available for the type of Equipment and Software ordered under this Agreement

2. SALE OF EQUIPMENT

2.1 Sale. Qquest hereby sells to Customer, in consideration of the payments set forth in Section 4 below, all of Qquest's right, title and interest in and to the Equipment; provided, however, that any firmware included as part of the Equipment and all intellectual property rights (including any patent rights and trade secrets) shall remain the sole property of Qquest

2.2 Preparation for Installation. Customer shall at its expense prepare its premises for installation of the Equipment and shall provide all necessary space, cable troughs, special cables, conduits, fittings and the like, along with all electrical, mechanical and water services required for installation of the Equipment

2.3 Supplies. All supplies for use with the Equipment are to be provided at Customer's expense and are to meet specifications set forth by Qquest. Qquest agrees to sell to Customer, for use with the Equipment, such supplies and spare parts as it shall have available for sale and which may be suitable for use on or in connection with, the Equipment

3. LICENSE OF SOFTWARE AND DOCUMENTATION

3.1 License. Qquest hereby grants to Customer, for the internal use of the Customer only, a personal, non-transferable and non-exclusive license to use: (i) the Software, solely in executable object code format; and (ii) the documentation provided hereunder.

3.2 Restrictions. Customer shall: (a) not copy the Software except to copy it onto a hard disk attached to one of Customer's workstations at the Authorized Location(s) and to make one copy of the Software solely for backup purposes; (b) not copy any of the Documentation for any purpose; (c) not assign this Agreement or transfer, lease, export or grant a sub-license of the Software or the license contained herein to any Person except as and when authorized to do so by Licensor in writing; (d) not modify, create derivative works of, reverse engineer, decompile or disassemble the Software; (e) take all reasonable precautions to prevent its employees and consultants from using the Software in any way that would constitute a breach of this Agreement as the Customer would otherwise take to protect its own proprietary software or information;

and (f) not modify, localize, translate or create derivative works of any portion of the Software or its documentation. For the purposes of this Agreement, "Person" includes an individual, partnership, corporation, joint venture, trust, unincorporated organization or any other judicial entity recognized by law. Customer may use the services of a facilities management or outsourcing corporation in the normal course of business, provided that such corporation agrees in writing to assume the obligations of this Agreement and to use the Software solely for Customer's benefit.

3.3 Documentation. Qquest shall provide to Customer documentation that it has announced, or may announce, for use with the type of system ordered under this Agreement. The delivery date of such items shall be in accordance with the normal distribution policy then in effect for such items by Qquest.

3.4 Ownership. Qquest shall retain all right, title and interest, including without limitation all patents, copyrights, trade secrets and other intellectual property rights, in and to the Software and all copies thereof, including derivative works, subject to the license set forth in this Agreement. Qquest specifically reserves all rights not expressly granted to Customer in this Agreement.

4. TERMS OF PAYMENT

4.1 Fees. The purchase amount/price and license fees, payable hereunder, shall be due and payable as follows:

100% due upon execution of this agreement.

4.2 Invoices. Qquest shall issue invoices for any additional charges as may be applicable to this sale under Section 4 hereof. Each such invoice shall be due and payable thirty (net 30) from date of receipt of invoice.

4.3 Taxes. Customer shall be responsible for all applicable taxes on the fees paid by Customer to Qquest, including, without limitation, any and all sales, use, value-added and personal property taxes, (excluding taxes on Qquest's net income).

5. CONFIDENTIAL INFORMATION

5.1 Definition. "Confidential Information" means the substantive terms of this Agreement, the Software and its source code, trade secrets, a party's methods of operation, advertising and marketing strategies, information about future product releases and launch dates, customer lists, any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that the party who received such information ("Recipient") from the other party ("Discloser") can prove: (a) is now or later becomes generally available to the public without fault of Recipient; (b) was rightfully in Recipient's possession prior to its disclosure by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser; or (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it; or (e) is required to be disclosed by law or judicial order, provided that prior written notice of such required disclosure is given to Discloser as soon as practicable in order to give Discloser the chance to object to the disclosure or to seek a protective order.

5.2 Use and Disclosure. Recipient shall not disclose to any person or use for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser. Recipient may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Recipient shall give Discloser's Confidential Information at least the same level of protection as it gives its own Confidential Information of similar nature, but not less than a reasonable level of protection. Recipient shall maintain Confidential Information in a safe and secure place and shall not copy Confidential Information except to the extent necessary for the purposes of this Agreement.

5.3 Survival. The confidentiality obligations hereunder shall survive any termination or expiration of this Agreement.

6. WARRANTIES; INDEMNIFICATION; LIMITATIONS

6.1 Qquest warrants that Customer shall acquire good and clear title to the Equipment, free and clear of all liens and encumbrances. Qquest warrants that the Software shall perform in conformance with the specifications attached hereto and contained in the User Guide in all material respects for a period of ninety (90) days from the date of installation; or as agreed or as such date is defined in the [Work Order/Purchase Order]. Qquest offers a maintenance agreement for continued support. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF QQUEST, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS OF THE SOFTWARE OR OTHER MATERIALS FOR ANY PARTICULAR PURPOSE OR INTENDED USE.

6.2 Qquest agrees to defend and hold Customer harmless from and against any and all third party claims or suits (collectively "Claims") that the Equipment and/or the Software infringes any U.S. patent, copyright, trademark or trade secret, and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement; provided that Customer shall give prompt written notice to Qquest of the assertion of any such Claim and provided further that Qquest shall have the right to select counsel and control the defense and settlement thereof, subject to the right of the Customer to participate in such action or to proceed at its own expense with counsel of its own choosing. Qquest shall have no liability if such Claim is based upon the use of the Software: (a) in a modified state not provided by Subcontractor; or (b) in a manner other than for which it was designed, or (c) in a combination with any other software, equipment, product or process not furnished by Qquest. If the Software is finally held or believed by Qquest to infringe, Qquest shall use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is noninfringing or to provide substitute software that is noninfringing; provided that if in Qquest's judgment such options are not commercially reasonable, Qquest may terminate the license for the infringing Software upon written notice. This Section 6.2 states the entire obligation of Qquest with respect to infringement of proprietary or intellectual property rights of third parties.

6.3 IN NO EVENT WILL QQUEST BE LIABLE FOR LOST DATA, LOST PROFITS OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT. Qquest's total liability, if any, including but not limited to liability arising out of contract, tort, breach of warranty or conditions, infringement or otherwise, shall in any event not exceed, in the aggregate, the amounts paid by Customer under this Agreement. This limitation shall apply whether or not the alleged breach by Qquest is a breach of condition or fundamental term, or a fundamental breach. QQUEST SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER IF SUCH FAILURE OR DELAY IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND ITS CONTROL. No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by, Customer.

7. RISK OF LOSS / DAMAGE Should any loss, damage or injury result to the Equipment, from any cause whatsoever, while in possession of Customer or its agents, such loss, damage or injury shall not relieve the Customer from the obligation to pay for the same according to the terms of this Agreement.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement is perpetual, subject to termination as set forth below.

8.2 Termination for Cause. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of written notice specifying such breach (except for breaches by a party of the confidentiality obligations or payment obligations, for which the cure period will be ten (10) days after receipt of written notice of such breach).

8.3 Effect of Termination. In the event of termination for any reason, Customer shall immediately cease using the Software and, within thirty (30) days of the date of termination, shall return to Qquest or destroy all copies of the Software in its possession or control. The Maintenance Agreement shall automatically terminate on the same date as this Agreement is terminated. Each party shall promptly return to the other party or destroy all Confidential Information of the other party. Customer shall pay all accrued charges and fees within thirty (30) days of the date of termination.

8.4 Survival. Sections 1.2, 3.2, 3.4, 4.3, 5.6, 7, 8.3 and 9 shall survive any termination of this Agreement.

9. GENERAL

9.1 This Agreement is not assignable by Customer without the prior written consent of Qquest, which shall not be unreasonably withheld.

9.2 Governing Law. This Agreement shall be governed by the laws of Utah (excluding conflicts of laws provisions). The parties submit to the exclusive jurisdiction and venue of Utah State and federal courts with respect to any action between the parties relating to this Agreement. The prevailing party in any action shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.

9.3 Injunctive Relief. Customer acknowledges that Qquest's Software, trade secrets, and other Confidential Information are highly valuable to it, and that money damages would not be a sufficient remedy for any breach of Customer's obligations herein with respect to confidentiality and use of Qquest's proprietary materials and information. Therefore, in the event of any breach by Customer of its obligations with respect to the scope of its licenses or confidentiality, Qquest shall be entitled to seek specific injunctive relief as a remedy for such breach, in addition to all other available legal or equitable remedies, without the necessity of posting bond or other security.

9.4 Publicity. Neither party shall release any press release or other public statement regarding this Agreement without the prior consent of the other party, which shall not be unreasonably withheld. However, Qquest is permitted to include Customer's name on customer lists that may be provided to potential customers and other third parties.

9.5 Severability. In the event that any of the sentences herein or any portion of any of the sentences contained in this Agreement are unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining sentences or remaining portions of such sentences and such unenforceable or invalid sentence or portion thereof shall be severed from the remainder of this Agreement.

9.6 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and that this Agreement supersedes all proposals, oral or written, all previous negotiations, and all other communications between the parties with respect to the subject matter hereof. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Qquest and shall not apply to this Agreement. This Agreement may be amended only by a written document signed by authorized representatives of both parties. The waiver by either party of any default, breach or obligation hereunder shall be ineffective unless in writing, and shall not constitute a waiver of any subsequent breach or default.

9.7 Notices. All notices or other communications required under to this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail, return receipt requested, or by commercial overnight delivery service with provisions for a receipt, or by confirmed facsimile or e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice.

9.8 Independent Contractors. The parties are independent contractors, and this Agreement shall not be construed to create any agency, franchise, or partnership between them.



CUSTOMER REPRESENTS THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

Qquest Software Systems, Inc.:

(Customer):

By: _____

By: _____

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Maintenance Agreement

THIS MAINTENANCE AGREEMENT (the "Agreement"), dated effective as of the date executed by both parties below (the "Effective Date"), is by and between Qquest Software Systems, Inc., a Delaware corporation with its principal place of business at 9350 South 150 East, Suite 300, Sandy, UT 84070, ("Qquest"), and ("Customer") All capitalized terms used and not otherwise defined in this Agreement shall have the meaning given to such terms in the Sales Agreement described in Section 1 below

1. TERM

The term of this Agreement shall commence at the end of the warranty period, as described in Qquest's Standard Sales and License Agreement with Customer (the "Sales Agreement"), and shall expire twelve (12) months thereafter, subject to termination for default as set forth below. Thereafter, the term of this Agreement shall be automatically renewed for successive twelve (12) month terms ("Renewal Periods"), unless written notice of intention not to renew is provided by either party at least thirty (30) days prior to the expiration date

2. MAINTENANCE SERVICE AVAILABILITY

Qquest agrees to provide maintenance service, as defined below, during Qquest's normal working hours. This maintenance service includes: (a) Software update and repair service; (b) telephone support service; and (c) Equipment repair service

3. SOFTWARE UPDATE AND REPAIR SERVICE

3.1 Updates. As part of the Software update service, Qquest shall provide to Customer: (i) any known problem resolutions relating to Qquest's Software on a periodic basis; (ii) corrections for problems that Qquest diagnoses as defects in a currently supported version of the Software; (iii) all modifications, refinements and enhancements (hereafter "improvements") which Qquest elects to incorporate and make a part of the Software and does not separately price or market; (iv) new releases of the Software which Qquest will make available twice a year to its general client base; and, (v) updated user manuals on an annual basis

3.2 Repair Service. Should the Software not operate in conformance with the specifications in all material respects, Qquest will use commercially reasonable efforts to repair the Software via modem or VPN at no additional charge to Customer, and will provide on-site service if required by nature of the problem. In order to receive the Software repair service, Customer acknowledges that it must have a licensed copy of PC ANYWHERE, or any other communications software program approved in writing in advance by Qquest, as well as, at a minimum, a 28,800-baud modem. Notwithstanding to the foregoing, Qquest may, at its discretion and by providing written notice prior to such service and obtaining Customer's consent prior to the provision of any such services, charge a fee at its then-standard rates to provide Software repair services which are required due to: (i) failure due to operator errors, accident, negligence or the fault of persons other than Qquest and its representatives; (ii) failure to maintain Software at such version or release of the Software provided by Qquest or such updated version or release thereof as is provided by Qquest to Customer, from time to time, at no additional charge as part of the maintenance services or otherwise; (iii) modification of the Software by any person other than Qquest; or, (iv) the Software being transferred to a different networking environment hardware configuration without the prior written consent of Qquest

4. TELEPHONE SUPPORT SERVICE

Telephone support service includes Customer, and those designated by Customer from the government units that enter into agreements with Customer relative to the Shared Services Project and trained in the use of the Software, having direct telephone access to employees of Qquest who have the necessary technical expertise and experience to understand and consider Customer's or the designee's inquiries concerning the failure of Software to work pursuant to Customer's specifications and to clarify documentation that is either insufficient or unclear. Such direct telephone access shall be available Monday through Friday, exclusive of Qquest's recognized holidays, from 7:00 a.m. to 5:00 p.m. (Mountain Time). Qquest shall use reasonable efforts to respond to such inquiry as soon as possible but in no event shall an initial phone back take more than four (4) business hours. Qquest shall use commercially reasonable efforts to resolve the problem within

eight (8) business hours, or propose to Customer a resolution plan if the problem cannot be resolved within such time period

5. EQUIPMENT REPAIR SERVICE

For all Equipment purchased from Qquest, Qquest will provide the necessary repair services and replacement parts to Customer. Qquest will provide on-site repair services if required by the nature of the problem provided that Customer shall pay Qquest's then-current rates for such on-site support if the problem was due to the fault or negligence of Customer. From time to time Software upgrades and updates may result in the requirement or recommendation by Qquest that Customer upgrade the Equipment. Any such necessary Equipment upgrades shall be at the sole responsibility and cost of Customer

6. MAINTENANCE CHARGES

6.1 Payment of the total maintenance charge, as set forth separately in Qquest's cost proposal to Customer, shall be due and payable on or before the expiration date of the warranty period described in the Sales Agreement and each anniversary of such date. All specified charges are those currently in effect and are subject to change upon sixty (60) days prior written notice to Customer by Qquest. For a period of three (3) years from the Effective Date, future specified charges shall not increase more than the prior year's Consumer Price Index (CPI). If charges are changed, Customer may, on the effective date of such change, terminate this Agreement or withdraw from service any item of Equipment affected, by delivering written notice to Qquest prior to the effective date of such change. Otherwise, the change shall become effective upon the date specified in the notice. If Customer requests service outside Qquest's normal business hours, such service, if available, will be furnished with Qquest's per-call hourly rates and terms then in effect.

6.2 For the purposes of this Agreement, any request for unscheduled, on-call remedial maintenance service started during Qquest's normal business hours (7:00 a.m. to 5:00 p.m.) and completed within one (1) hour of normal business hours shall be treated as having been performed within Qquest's normal business hours and no additional charge will be made thereof. Such services will be charged in accordance to the charge schedule in the proposal.

6.3 Qquest reserves the right to reevaluate rates set forth herein in the event an item of Equipment, not authorized by Qquest, is attached to the Equipment being serviced under this Agreement.

7. TAXES

Customer shall be responsible for all applicable taxes on the fees paid by Customer to Qquest, including, without limitation, any and all sales, use, value-added and personal property taxes, (excluding taxes on Qquest's net income).

8. DEFAULT

If Customer does not pay any amounts due hereunder (other than amounts disputed in good faith by Customer), or breaches any terms of the Agreement, Qquest may, in addition to any other legal remedies it may have, either refuse to service the Equipment/Software or furnish service only on a per-call basis. To the extent allowed by law, Customer also agrees to pay Qquest's cost and expenses of collection, including reasonable attorney's fees. Additionally, in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days prior written notice and opportunity to cure the breach.

9. EXCLUSIONS

In addition to the exclusions discussed above, Qquest maintenance service provided hereunder does not include: (a) electrical work external to the Equipment or maintenance of accessories, attachments or other devices not authorized by Qquest; (b) service required due to failure caused by supply items that do not meet Qquest's specifications; (c) repair of damage or increase in service time resulting from accident, transportation, neglect, misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication line failure, or causes other than ordinary use; (d) any service with respect to Customer-altered Software or firmware, or any repair of any damage to Equipment.

caused by software or firmware, including improper programming, unless provided for in this Agreement; (e) programming services unless specifically agreed to in writing; (f) furnishing of disc packs, magnetic tapes or cassette, formal tapes, batteries, drums or cartridges for laser printers, bands for band printers, supplies or accessories, painting or refinishing or furnishing material thereof, making specification changes or performing services connected with relation of Equipment or adding or removing of accessories, attachments or other devices; (g) such service which is impractical for Qquest service personnel to render because of alterations in the Equipment or connection thereof by mechanical or electrical means to another machine or device; (h) Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as reasonably determined by Qquest; (i) Customer requested systems engineering services, programming and operations procedures of any sort not covered by this Agreement; and (j) normal operator functions

10. ACCESS TO EQUIPMENT

Qquest will have access to the Equipment to provide service thereon at a time and manner approved by Customer. If persons other than Qquest representatives shall perform maintenance, or repair a full unit of Equipment, and as a result further repair by Qquest is required, such repairs will be made at Qquest's applicable time and materials rates and terms then in effect.

11. ADDITIONAL EQUIPMENT

Additional items of Equipment shall be made subject to this Agreement upon execution, by a duly authorized representative of Customer and acceptance thereof by a duly authorized representative of Qquest, of a Qquest maintenance addendum form ("Maintenance Addendum") that states the location of the additional items of Equipment, model type, serial number, effective date of the commencement of maintenance service and total charges for such Equipment.

12. RESPONSIBILITY FOR DATA PROTECTION

Customer acknowledges that it is the sole responsibility of Customer, at all times, including specifically during all customer service functions performed by Qquest, to protect the computer system database, files and Software from all possible losses, including, by way of illustration, power failures, hardware failures, software problems, external influences, and inadvertent mistakes such as operator error, or any other cause by maintaining copies, through the use of verified daily file saves, or such other methods of protection as may be available for the computer system database, files and Software.

13. LIMITATION OF LIABILITY

In the event any unit of Equipment or Software is damaged through the fault of Qquest (or its agents), Qquest will, at its option, repair or replace the damaged unit. If property of Customer is damaged, through the fault of Qquest (or its agents), Qquest's liability for such damage will be limited to the actual cost of replacement or repair, at Qquest's option, of the damaged property. Except for damages arising from personal injury, Qquest's entire liability in contract, tort or otherwise, arising out of this Agreement, shall in no case exceed the total amount paid by Customer under this Agreement at the date of the claim. Further, and without in any way limiting the generality of the foregoing, Qquest and its authorized representatives shall not in any case be liable for loss of profits, loss of business, lost savings or other economical loss or damage of any kind or nature whatsoever. Customer agrees that Qquest will not be liable for any lost profits, special, incidental or consequential damages or for any claims or demand against the customer by another party, even if Qquest has been advised of the possibility of such damages. This clause sets out the entire liability of Qquest, irrespective of the nature of cause by action underlying the same, whether under contract law or in tort, and whether arising from a breach of warranty or condition, or a fundamental term of fundamental breach or breaches, or negligence, or otherwise. The provisions hereof shall survive the termination of this Agreement. QQUEST MAKES NO EXPRESS OR IMPLIED WARRANTIES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. GENERAL

14.1 Qquest shall not be responsible for failure to render service due to strikes, floods, fire and other causes beyond its control.

14.2 Customer represents that it is the owner of the Equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into the Agreement

14.3 This Agreement is not assignable by Customer without the prior written consent of Qquest, which shall not be unreasonably withheld. Upon giving prior written notice to the customer, the Agreement shall be assignable by Qquest

14.4 In the event that any of the sentences herein or any portion of any portion of any of the sentences contained in this Agreement are unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not effect the enforceability or validity of the remaining sentences or remaining portions of such sentences and such unenforceable or invalid sentence or portion thereof shall be severed from the remainder of this Agreement

14.5 This Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws provisions. The parties submit to the exclusive jurisdiction and venue of Utah State and federal courts with respect to any action between the parties relating to this Agreement. The prevailing party in any action shall be entitled to an award of its reasonable costs and attorneys' fees from the other party

14.6 This Agreement constitutes the entire agreement between Qquest and Customer with respect to the furnishing of maintenance service, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between the parties with respect to the subject matter hereof. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Qquest and shall not apply to this Agreement. This Agreement may be amended only by a written document signed by authorized representatives of both parties. The waiver by either party of any default, breach or obligation hereunder shall be ineffective unless in writing, and shall not constitute a waiver of any subsequent breach or default. The term "Agreement" as used herein includes all future amendments, modifications or supplements made in accordance herewith

14.7 All notices or other communications required under to this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail, return receipt requested, or by commercial overnight delivery service with provisions for a receipt, or by confirmed facsimile or e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice.

Qquest Software Systems, Inc.:

(Customer):

By: _____

By: _____

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Qquest Software Systems
 9350 South 150 East Suite 300
 Sandy, Utah 84070
 Phone: 800-733-8839 x2308
 Fax: 801-281-9545
 Web: www.qquesttime.com

Price Quote - New

**Welch Community
 Hospital**

Attn: **Craig Carter**

Prices are one-time, 30 day money back (see website).

Date	Sales Rep	Ship Via	Terms	Valid Through
7/14/2009	William Richmond	Fed X Saver	COD	7/31/2009

Quantity	Item	Description	List Price	Total
7	HP3000	HandPunch 3000 Ethernet		
7	Handlink	Handlink Software for HP 3000		
1	TF500	Timeforce Software for up to 500 Employees		
1	TFHRM	Timeforce Human Resource Module		
				Total

Total \$

Extended Service Agreement renewed annually at your discretion.

Additional Options , Trainings & Implementations

1	1 Year Extended Service Agreement (and each additional year)			
1	Full Professional Implementation Services- On Site			
				Total

Total \$

Qquest purchases are always backed by a 90-day full product warranty including free technical phone & e-mail support. Additional support and options can be requested (see Additional Options)

Subtotal	\$
Shipping	\$
Tax	\$
Grand Total	\$

Additional Comments

We appreciate your business!

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountain State Building Automation, LLC
of Sissonville, WV, as Principal, and The Cincinnati Insurance Company
of Fairfield, OH, a corporation organized and existing under the laws of the State of OH
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
RFQ #WEH90122 - Employee Time and Attendance System - According to Plans & Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers. this

13th day of August, 2009

Principal Corporate Seal

Mountain State Building Automation, LLC

(Name of Principal)

By: 

(Must be President or Vice President)

Paul R. Burdette Managing Member

(Title)

Surety Corporate Seal

The Cincinnati Insurance Company

(Name of Surety)

By: 

Patricia A. Moye, WV Resident Agent Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Allan L. McVey; Larry D. Kerr; Gregory T. Gordon; Patricia A. Moye and/or Kimberly J. Wilkinson

of Charleston, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company"

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008

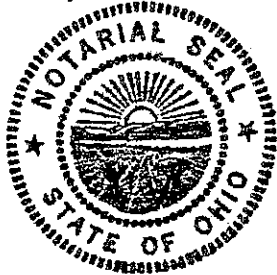


THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 13th day of August 2009



Gregory J. Schlemmer
Secretary