

Request for Quotation

ISCL0015

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KRISTA FERRELL 304-558-2596

VENCOR

RFQ COPY TYPE NAME/ADDRESS HERE

206142655

304-628-3049

Innovative Business Solutions Rt. 1 Box 73C Cairo, WV 26337

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

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FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

>WZDQ#

DATE PRINTED

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206142655 304-628 20

304-628-3049

Innovative Business Solutions Rt. 1 Box 73C Cairo, WV 26337

TERMS OF SALE

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

FOB.

08/25/2010 BID OPENING DATE: Delivered 09/16/2010 OPENING TIME CAT LINE QUANTITY UOP: ITEM NUMBER UNIT PRICE AMOUNT 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: MO. 1 NO. 2 MO. 3 NO. 4 nO. UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. Vendor must ¢learly understand that any verbal REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY PRAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES ánd any state personnel is not binding. ONLY THE information issued in writing and added to the specifications by an official addendum is binding. SIGNATURE Innovative Business Solution COMPANY 13-2010 DATE SEE REVERSE SIDE FOR TERMS AND CONDITIONS 628-3049 -13-2010 ADDRESS CHANGES TO BE NOTED ABOVE 55-0785002-002



MODARY

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

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SHIP VIA

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 804-558-2596

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206142655 304-628-3049

Innovative Business Solutions Rt. 1 Box 73C Cairo, WV 26337 DEPARTMENT OF ADMINISTRATION

I IS&C - DATA CENTER MANAGER

BUILDING 6, ROOM B110

1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV

25305-0135 304-558-5914

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SISEC - DATA CENTER MANAGER

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1900 KANAWHA BOULEVARD, EAST

CHARLESTON, WV

25305-0135 304-558-5914

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Request for Quotation

ISCL0015

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ADDRESS CORRESPONDENCES OF ARREST ON OF

KRISTA FERRELL 804-558-2596

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RFQ COPY
TYPE NAME/ADDRESS HERE
206142655 304-628

304-628-3049

Innovative Business Solutions Rt. 1 Box 73C Cairo, WV 26337 DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F,O.B.	FREIGHTTERMS
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Request for Quotation

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KRISTA FERRELL B04-558-2596

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RFQ COPY TYPE NAME/ADDRESS HERE 206142655 304-628-3049

Innovative Business Solutions Rt. 1 Box 73C Cairo, WV 26337 DI H II B BI T II

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 08/25/2010 BID OPENING DATE: Ne+30 Delivered OPENING TIME CAT NO UOP LINE QUANTITY ITEM NUMBER UNITPRICE AMOUNT CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 RFO. NO.: ISCL0015 BID OPENING DATE: 09/16/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-628-3051 CONTACT PERSON (PLEASE PRINT CLEARLY): Bartlett Bolian SEE REVERSE SIDE FOR TERMS AND CONDITIONS: 9-13-2010 628-3049 ADDRESS CHANGES TO BE NOTED ABOVE t-0785002-002

Specifications

- Agency requires cases each containing eight (8) bottles of Enhanced Printing toner, IBM part number 1402833.
- ✓ 2. Agency requires cases each containing two (2) bottles of Enhanced Printing Developer, Version 2, IBM part number 69G7379.
- 3. Orders shall be scheduled for automatic monthly shipments on or before the 15th of every month. Failure to deliver by 15th of each month could result in the cancellation of the contract.
- 4. Vendor must be capable of delivering an additional one-half of the monthly shipment via next-business-day shipping in the event of critical shortage.

 Vendor will be notified of critical shortage by 12 p.m.
 - **Maintenance vendor requires genuine IBM parts OR EQUAL

Part number	Description	Expected Volume	Price per Case	Monthly Cost
1402833	1 case of toner	8 Cases/month	\$ 428.40	\$3,427.20
69G 7379	1 case of developer	2 Cases/month	\$ 872.29	41,744,58

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

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

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

INSTRUCTIONS TO BIDDERS

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

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.
requirer against	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and ac	benaity of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in waiting immediately.
_	Forovative Business Solutions signed: Loven L. Bartleft
Date:	9-13-2010 Title: President

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

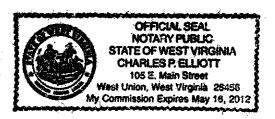
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due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

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

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

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

Vendor's Name: Innovative Business Solutions Authorized Signature: Anam L. Bartlett Date: 9-13-2010 State of West Virgin in County of Ritchit to-wit: Taken, subscribed, and sworn to before me this 13 day of September, 2010 My Commission expires May 16 , 2012 AFFIX SEAL HERE NOTARY PUBLIC Charles P. Chieft



WITNESS THE FOLLOWING SIGNATURE