



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
 DRS120241

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE
L & M PROPERTY MANAGEMENT
839 McQUEEN BLVD
ST. ALBANS, WV 25177

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

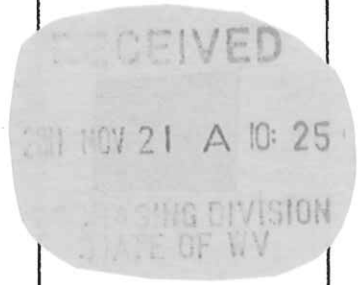
DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				
BID OPENING DATE: 11/22/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	43 MINIMUM 65"	EA		840-60 PLASMA TELEVISION		
0002	4 MINIMUM 55"	EA		840-60 PLASMA TELEVISION		
0003	33	EA		205-43 CONFERENCE STATION		

REQUEST FOR QUOTATION (RFQ)

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH TELEVISIONS AND VIDEO CONFERENCING STATIONS PER THE ATTACHED SPECIFICATIONS.

TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHELLY MURRY AND ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT SHELLY.L.MURRY@WV.GOV AND ALAN.W.CUMMINGS@WV.GOV.



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark Stanley* TELEPHONE: 304-389-7584 DATE: 11-22-11
 TITLE: OWNER FEN: ██████████ 5607 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-8801

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TYPE NAME/ADDRESS HERE

VENDOR
 LQM PROPERTY MANAGEMENT, LLC
 839 McQUEEN BLYD.
 ST. ALBANS, WV 25177

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 8, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED. EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DRS120241</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 10-19-11</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. Murray</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Shelly Murray</i> SIGNATURE L&M PROPERTY MANAGEMENT, LLC COMPANY 11-22-11 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shelly Murray</i>	TELEPHONE	DATE
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	

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*L+M PROPERTY MANAGEMENT, LLC
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 ST. ALBANS, WV 25177*

VENDOR

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
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 304-558-8801

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TYPE NAME/ADDRESS HERE

L&M PROPERTY MANAGEMENT, LLC
839 McQUEEN BLVD.
ST. ALBANS, WV 25177

DIV OF REHABILITATION SERVICES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: **11/22/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: SHELLY MURRAY - FILE 31</p> <p>RFQ. NO.: DRS120241</p> <p>BID OPENING DATE: 11/22/2011</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: 304-727-2030</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): MARK TURLEY</p> <p>***** THIS IS THE END OF RFQ DRS120241 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark Turley</i>	TELEPHONE 304-389-7584	DATE 11-22-11
TITLE OWNER	ADDRESS CHANGES TO BE NOTED ABOVE	

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

Request for Quote

DRS120241

The West Virginia Division of Rehabilitation Services is requesting quotes for the provision of large, flat screen televisions and video conferencing stations for their offices statewide. Equipment shall include inside delivery to a room designated upon delivery, but set-up of the televisions or conferencing stations is not required. Delivery is per the attached list of offices located throughout the State of West Virginia.

Item 1 – Qty 42 - 65" Plasma Television Specifications, Panasonic Viera TC-P65VT30, or equal

Must include the following:

1. Screen Size - minimum 65"
2. Minimum Aspect Ratio of 16:9
3. Native Resolution must be 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better
6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode must be 3D/2D
9. Speakers must be Dual Speakers with separate Woofer
10. Audio Output minimum must be 22W (6+6+10)
11. Must have Surround Sound, or equal
12. Must have Built-in Wi-Fi with all adapters included
13. Image Viewer must include AVCHD/MPEG2/JPEG/MP3 playback
14. Minimum four (4) HDMI Inputs with at least three on side
15. Minimum one (1) Composite Video Input, RCA type, with adapter cable
16. Minimum one (1) PC Input, must be D-sub 15-pin
17. Must have Component Video Inputs (Y,PB,PR, RCA type)
18. Minimum one (1) Audio Input for Component Video (RCA type)
19. Minimum one (1) Digital Audio Output (Optical)
20. Must have Analog Audio Output for HDMI/DVI
21. Minimum three (3) USB 2.0 ports
22. Minimum one (1) LAN (network) Ethernet port
23. Must have a Multi-Lingual Menu
24. Must come with a Wireless LAN Adapter
25. Power Supply shall be AC 120V, 60Hz
26. Must include Swivel Base (Left/Right) with ability for television to pivot on the base for optimal viewing
27. Must have DLNA capability
28. Must have Closed Captioning capability

Item 2 -- Qty 4 - 55" Plasma Television Specifications, Panasonic Viera TC-P55VT30, or equal

Must include the following:

1. Minimum Screen Size of 55"
2. Minimum Aspect Ratio of 16:9
3. Minimum Native Resolution of 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better

6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode shall be 3D/2D
9. Aspect Control shall be 4:3, with Zoom and Full
10. Must include Dual Speakers with separate Woofer
11. Minimum Audio Output of 22W
12. Must include Surround Sound or equal
13. WiFi - Built-in Wi-Fi with all adapters included
14. Image Viewer shall include AVCHD/MPEG2/JPEG/MP3 playback capability
15. Minimum four (4) HDMI Inputs with at least three (3) on Side
16. Minimum one (1) Composite Video Input, RCA type, with adapter cable
17. Minimum one (1) PC Input, must be D-sub 15-pin
18. Minimum one (1) Component Video Inputs (Y,PB,PR)
19. Minimum one (1) Audio Input, RCA type (for Component Video)
20. Minimum one (1) Digital Audio Output Optical
21. Minimum one (1) Analog Audio Output for HDMI/DVI
22. Minimum three (3) USB 2.0 ports
23. Minimum one (1) LAN (network) Ethernet port
24. Multi-Lingual Menu capability
25. Must include Wireless LAN Adapter
26. Must have DLNA capability
27. Must have Closed Captioning capability
28. Power Supply must be AC 120V, 60Hz
29. Must include Swivel Base (Left/Right) with ability for television to pivot on its base for optimal viewing

Item 3 – Qty 33 - PolyCom CX5000, or equal, Conferencing Stations, with Power Data Block

Must include the following:

1. Station must fully integrate with West Virginia Office of Technology and Division of Rehabilitation Services computer systems, including, but not limited to Microsoft Live Meeting (version 8.0.6362.128) and Microsoft Communications Server.
2. Station must provide a 360-degree panoramic view of the entire room, which can be sent to all far-end participants, providing a continuous view of everyone in the meeting room. In addition, a second video view of the active speaker must also be able to be sent.
3. Station must have the capability to automatically focus on the current speaker and track the flow of conversation so that the active speaker can always be identified. Both of these video views plus the content being shared are all shown on the same screen for remote participants who are connected to the same Live Meeting 2007 session. When used with the Office Communicator 2007 client in an Office Communications Server 2007 environment, the active speaker view is sent to all remote participants, bringing video, voice, and instant messaging availability.
4. Station must include a USB connector that can connect to any PC or laptop running the Live Meeting 2007 or Office Communicator 2007 client so the participants need no additional equipment to join the meeting.
5. Station must be compatible with the following minimum specified computer:
 - Microsoft Windows® XP, 32-bit with service pack 2 (SP2) or later, or Windows Vista, 32- or 64-bit
 - 2.0 GHz or faster processor
 - 2 GB of RAM or more
 - 1.5 GB of available hard disk space
 - Video card with 128 MB of RAM or more and support for full hardware acceleration
 - 1024 x 768 or higher resolution video card and monitor

- Wired Ethernet connection
6. Station must provide the following minimum video specifications:
 - Camera resolution: 3700 x 600 pixels
 - Panoramic video resolution: 1056 x 144 pixels
 - Active speaker video resolution
 - CIF: 352 x 288 pixels
 - VGA: 640 x 480 pixels
 - Frame rate for panoramic and active speaker video:
 - 15 frames per second with 60 Hz AC power
 - 12.5 frames per second with 50 Hz AC power
 7. Station must include the following minimum Touch Screen specifications:
 - 12-key telephone keypad
 - Information navigation keys
 - Delete key
 8. Station must include the following minimum Hard Keys specifications:
 - On-hook/off-hook, flash, mute, volume up, • volume down, information keys
 9. Station must include the following minimum Audio Performance specifications:
 - Console Loudspeaker – minimum Frequency response: 300 Hz - 3.4 kHz --in PBX/PSTN mode, 150 Hz - 7.5 kHz when used with Office Communications Server 2007 or Office Live Meeting 2007
 - Volume: Adjustable to 89 dBA SPL (peak) --volume at 0.5 meters
 10. Station must include the following minimum Console Microphone specifications:
 - 6 directional microphones, 150 Hz - 3.4 --kHz
 - Full Duplex - Class 2
 11. Station must include the following minimum Interface specifications:
 - System cable: proprietary interface to Base
 - Telecom interface: RJ-11 POTS connection to PBX or PSTN
 - Data: RJ-45 10/100 Ethernet for system management
 - Software download mode: Download server or command line via USB
 - Network requirements: Compatible with standard PBX and PSTN networks
 12. Must include two (2) directional satellite microphones, 150 Hz - 3.4 kHz
 13. Must include one (1) External Dial Pad with the following minimum specifications:
 - USB Human Interface Device (HID)
 - 12-key keypad
 - On-hook/off-hook, flash, mute, volume up, volume down and delete keys
 - 16-character backlit alphanumeric display

**COST SHEET
DRS120241**

Item	Qty	Description	Unit Price	Extended Cost
1	42	minimum 65" Plasma Television	\$ 3100. ⁰⁰	\$ 130,200. ⁰⁰
2	4	minimum 55" Plasma Television	\$ 1860. ⁰⁰	\$ 7,440. ⁰⁰
3	33	Conference Station	\$ 3660. ⁰⁰	\$ 120,780. ⁰⁰
Total for Evaluation				\$ 258,420. ⁰⁰

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.

PURCHASES TO BE PRE PAID WITH STATE
PURCHASING VISA CARD, PRIOR TO SHIPMENT.

MANUFACTURERS WARRANTIES APPLY

ITEMS BID ARE "AS SPECIFIED"

DELIVERED ONLY, TO LOCATIONS SPECIFIED

55" Panasonic Viera Series	65" Panasonic Viera Series	CX5000 Polycom Station	Ship To Address :
	1	1	WV Div of Rehab Services Putnam County Office 115 Liberty Square Hurricane, WV 25526 ATTN: Patti Shafer
	2	1	WV Div of Rehab Services Charleston District/Branch Office 4701 MacCorkle Avenue, SE Charleston, WV 25304 ATTN: Patti Shafer
	1	1	WV Div of Rehab Services Pt. Pleasant Branch Office 209 5th Street Pt. Pleasant, WV 25661 ATTN: Patti Shafer
	1	1	WV Div of Rehab Services Spencer Branch Office 321 Market Street Spencer, WV 25276 ATTN: Patti Shafer
	2	1	WV Div of Rehab Services Clarksburg District/Branch Office 107 Cambridge Place Bridgeport, WV 26330 ATTN: Patti Shafer
	1	1	WV Div of Rehab Services Fairmont Branch Office 320 Adams Street (Veterans Square) Suite 106 Fairmont, WV 26554 ATTN: Patti Shafer

RFQ No. DRS120241

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 exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: L&M PROPERTY MANAGEMENT, LLC

Authorized Signature: [Signature] Date: 11-18-11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18 day of November, 2011

My Commission expires April 1, 2021

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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 SHELLY MURRAY
 304-558-8801

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L&M PROPERTY MANAGEMENT, LLC
839 McQUEEN BLVD.
ST. ALBANS, WV 25177

DIV OF REHABILITATION SERVICES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2011				

BID OPENING DATE: 11/30/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE 11/08/2011 QUESTION SUBMISSION DEADLINE.						
ATTACHMENT: QUESTIONS AND RESPONSES REVISED COST SHEET						
BID OPENING DATE IS EXTENDED:						
FROM: 11/22/2011						
TO : 11/30/2011						
0001	43	EA		840-60		
	MINIMUM 65"	PLASMA		TELEVISION		
0002	4	EA		840-60		
	MINIMUM 55"	PLASMA		TELEVISION		
0003	33	EA		205-43		
	CONFERENCE STATION					



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Shelly Murray* TELEPHONE 304-389-7584 DATE 11-30-11
 TITLE OWNER 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. 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.html 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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DRS120241

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR


L&M PROPERTY MANAGEMENT, LLC
 839 McQUEEN BLVD.
 ST. ALBANS, WV 25177


SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2011				

BID OPENING DATE: 11/30/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.: DRS120241		
EXHIBIT 10						
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 10-19-11						
NO. 2 11-16-11						
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.						
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.						
 SIGNATURE						

SIGNATURE 		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE 11-30-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFQ NUMBER
DRS120241

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

L&M PROPERTY MANAGEMENT, LLC
839 MCQUEEN BLVD.
ST. ALBANS, WV 25177

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2011				

BID OPENING DATE: 11/30/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				L&M PROPERTY MANAGEMENT, LLC COMPANY 11-30-11 DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>----- END OF ADDENDUM NO. 2 -----</p> <p>***** THIS IS THE END OF RFQ DRS120241 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark Salyer</i>	TELEPHONE	DATE 11-30-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

DRS120241
ADDENDUM # 02

To provide clarifications and Agency response to vendor questions:

1) For DRS120241, are you interested in other TV options? Specifically, can we propose LCD's?

No. The plasma type screen is preferred due to viewing angles and superior back or black lighting. The Agency has many vision impaired clients and employees that will be using the TV's for training classes and video conferencing. The Agency researched the various models and reached a consensus that the plasma screens are the easiest for our employees and clients to view clearly.

2) The RFQ DRS120241 on the first page is asking for the 65 inch plasma TV qty 43. On page 10, is asking for 42 qty.

The correct quantity for the 65" plasma TV is 43. Quantity is corrected to 43 on the Cost Sheet and page 7 of the original RFQ specifications.

3) Exhibit 3 is deleted from the RFQ. This is not an Open-End Contract.

L & M PROPERTY MANAGEMENT, LLC
839 M^C QUEEN BLYD.
ST. ALBANS, WV 25177

000005

COST SHEET
DRS120241

Item	Qty	Description	Unit Price	Extended Cost
1	43	minimum 65" Plasma Television	\$ 3100. ⁰⁰	\$ 133,300. ⁰⁰
2	4	minimum 55" Plasma Television	\$ 1860. ⁰⁰	\$ 7,440. ⁰⁰
3	33	Conference Station	\$ 3660. ⁰⁰	\$ 120,780. ⁰⁰
Total for Evaluation				\$ 261,520. ⁰⁰

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.

* PURCHASES TO BE PRE PAID WITH W.VA. STATE
PURCHASING VISA CARD PRIOR TO SHIPMENT,

* ITEMS BID ARE "AS SPECIFIED"

* MANUFACTURERS WARRANTIES APPLY

* DELIVERY ONLY, TO LOCATIONS SPECIFIED

Rev. 09/08

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: L&M PROPERTY MANAGEMENT LLC

Signed: 

Date: 11-22-11

Title: OWNER

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

RFQ No. IRS120241

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 exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: L&M PROPERTY MANAGEMENT, LLC

Authorized Signature: [Signature] Date: 11-18-11

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18 day of November, 2011

My Commission expires April 1, 2021

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

