



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
HHR70039

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER
 (SEE SPECIFICATIONS)

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/23/2007				

BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2,964,000	EA		395-30		
<p>LASERMATE MEDICAL ID DOCUMENTS PER SPECIFICATIONS</p> <p>LASERMATE MEDICAL ID DOCUMENTS PER THE ATTACHED SPECIFICATIONS. SAMPLE IS ATTACHED.</p> <p>SHIP TO ATTN: WVDHHR - RAPIDS PROJECT BETTY PAINTER AT: 304-348-0854 BLDG. 6, STATE CAPITOL COMPLEX CHARLESTON, WV 25305</p> <p>FIRST DELIVERY DATE WILL BE: JUNE 11, 2007.</p> <p>AGENCY CONTACTS: TAMMY VICKERS 304-558-3417 BETTY PAINTER 304-348-0854</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JUNE 11, 2007, 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) 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>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 8, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p>						

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<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</p>						

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<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>						

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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----HHR70039----- BID OPENING DATE:-----MAY 24, 2007----- BID OPENING TIME:-----1:30 PM-----						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ HHR70039 ***** TOTAL: _____						

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LASERMATE MEDICAL ID DOCUMENTS**SPECIFICATIONS:**

PAPER: 24# white OCR Pressure Seal

PERFORATIONS: Standard marginal and cross perforations as required on the particular construction.

INK: 287 blue (face and back). Face of document must have a SecureScan "void" pantograph feature for fraud deterrent.

SIZE: 9 1/2" x 11" on continuous 50" rolls

FORMAT: Roll-feed format which adheres to IS&C's specifications for continuous forms. Please see attached.

CONSTRUCTION: Z-fold Lasermate® Pressure Seal or equal. The cohesive patterns must conform to the current design and the cohesive must have a shelf life of 12 months or longer. Must be manufactured on presses with web sweeps and use heat resistant inks that will withstand the high heat of a laser printer and will only stick to itself for folding, sealing, and mailing of the cards. Forms for final processing must be 100% compatible with Moore Wallace PS/2 & PS/3 Lasermate® Pressure Seal Systems, causing no jams, or damage to forms or equipment.

The rolls must be 50" rolls on 6" ID cores. Rolls must be fully enhanced for maximum form quantity per roll with 100% fully processible splices, and between form perforation is required. Roll unwind direction is to be labeled on each roll. Rolls must process effortlessly and smoothly through the RSI Roll feed equipment at speed required, and withstand the high heat environment in the IBM Laser Printers

QUANTITY: 2,964,000 forms

SHIPPING:

SHIPPING: One-fourth of the order will be shipped from the vendor to the agency's facility every three months. The first delivery must be on or before June 11, 2007. All pre-scheduled deliveries are to be made Monday thru Friday between 8:00 a.m. and 2:00 p.m.

SHIPPED TO: WV DHHR – RAPIDS Project
Attn.: Betty Painter
State Capitol Complex – Building 6
Charleston, WV 25305

INSTRUCTIONS: Vendor or Shipper must call at least 24 hours prior to delivery: Tammy Vickers at (304) 558-3417 or Betty Painter at (304) 348-0854.

The successful vendor will be responsible for providing all forms, printing, storage and anything incidental, as specified. No subcontractors will be authorized.

RENEWAL:

Upon mutual consent, this purchase order can be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals.

PAYMENT:

The price bid must include printing, proofing, and delivery.

Vendor may invoice after each quarterly shipment. Payment will not be made in advance for forms not yet received.

If any roll or any portion of a roll is not usable due to manufacturer defect or failure to adhere to the specifications set forth, the cost of replacing the entire roll (or rolls) will be borne by the vendor.

EQUIPMENT:

These forms must be 100% compatible with the IBM InfoPrint Model 4000 continuous laser printers that are used to process these forms on the 50" rolls. In addition, these forms must be 100% compatible with the RSI Roll-feed systems that are used for processing these rolls for input into the IBM Model 4000 printers. The following equipment is utilized by IS&C.

Roll Systems Unwinder, model 800152
IBM Printers, model: IP4000 ID1/ID2
Roll Systems Cutter/Trimmer/Stacker, model: 503176/503410/500777
Peak Technologies Folder/Sealer, model: 8152/4400
Peak Technologies Folder/Sealer, model: 8158/4420

TEST RUN:

Approximately 2,000 samples must be submitted with the bid. These samples can be in the boxed format. Prior to award, the forms must be tested to verify that the forms meet specifications and perform properly. The test will be completed at a time specified by the agency. The vendor must be present at this test run, along with representatives from the agency and from the Department of Administration.

The form must be an exact duplicate of the current card. There is no tolerance for any variation.

LIQUIDATED DAMAGES:

Requirement: DHHR is responsible for providing all Medicaid eligible customers with verification of their medical assistance coverage on a monthly basis. This verification, which is in the form of a medical card, must be available to the customer the first calendar day of each benefit month. In order to meet this deadline, the medical cards must be processed and in the hands of the United States Postal Service no later than the last working day of each month.

Liquidated Damages: The vendor shall pay \$16,000 per work day (or any part thereof) beginning with the first working day of each benefit month until the day following the delivery of the medical cards to the United States Post Office.

Specifications for Continuous Forms

A. Paper Specifications

1. Form Sizes:
9.5" x 11 (WxL), includes 0.5" on each side for pin feed holes. Horizontal smooth edge perforation should occur every 11".
2. No vertical perforations between the form and the tractor-feed.
3. No mill or roll splices.
4. 1-ply roll paper, with 80% minimum chemical wood pulp, and with no ground wood.
5. Basis weight: 24-pound paper
6. Horizontal perforations:
8-10 tie perfs between pages with tensile strength of 4-14 pounds per linear inch.
7. Moisture content: 3.7 - 5.3%
8. Must perform trouble free on the following equipment:
 - Roll Systems Inc. Unwinder Model 800152
 - Roll Systems Inc. Folder/Job Separator Model 80037
 - Roll Systems Inc. Cutter/Trimmer/Stacker Models 503176, 503410, 500777
 - IBM InfoPrint4000 Printers Model ID1/ID2
 - Peak Technologies Folder/Sealer, model: 8152/4400
 - Peak Technologies Folder/Sealer, model: 8158/4420
9. Must meet standards listed for the Infoprint4000 in *IBM Forms Design Reference Manual* Publication G544-3921-12. This publication can be found online:
<http://www-1.ibm.com/support/docview.wss?uid=pub1g544392112>.

Note: This publication contains minimum specifications for the printer only. Some specifications in this document were further tightened to meet the minimum specifications of the other equipment listed and to be compatible with our specific environment.

B. Roll Specifications

1. Each roll to be smoothly spooled on a 6" core.
2. Roll diameter must be 47-50".
3. Each roll must be thoroughly vacuumed to remove paper dust and chads.
4. Each 6" core must be flush with the sides of the paper roll.
5. The direction of the unwind must be clearly stamped on the top and sides of each roll.

C. Packaging/Palletizing Specifications

1. Three (3) or four (4) rolls must be packaged upright on a single pallet, all in the same unwind direction.
2. Each pallet must be no larger than 40" x 51".
3. Each pallet of 3 or 4 rolls must be double strapped through the roll cores and singled strapped through the roll cores and looped across the top of the rolls.
4. Metal strapping material is prohibited
5. A moisture barrier must be present between the pallet and the bottom of the rolls, preferably a flat sheet of poly-wrap.
6. The rolls must be poly-wrapped together as a unit. The poly-wrap must encompass the sides, top and bottom to form a complete moisture barrier.
7. The rolls must not be openly exposed once they have been wrapped on the pallet.

D. Delivery Requirements

1. All pre-scheduled deliveries are to be made Monday thru Friday between 8:00 a.m. and 2:00 p.m.
2. Failure to deliver in a timely manner could result in the cancellation of the contract.

A F F I D A V I T

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West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____