



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
 EHS80372

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
 BUREAU FOR PUBLIC HEALTH
 ENVIRONMENTAL HEALTH SERVICES
 VARIOUS LOCATIONS AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: 03/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6	EA		655-78		
IDENTIFICATION CARD SYSTEM WITH PHOTO AND SWIPE SHIP TO : HEALTH AND HUMAN RESOURCES BPH ENVIRO HLTH SERVICES CAPITOL AND WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301-1798 304-558-2981 IDENTIFICATION CARD SYSTEM WITH PHOTO AND SWIPE CAPABILITIES FOR THE OFFICE OF ENVIRONMENTAL HEALTH SERVICES CENTRAL OFFICE (OEHS) AND EACH OF OEHS - ENVIRONMENTAL ENGINEERING DIVISION LOCATED IN FIVE DISTRICT OFFICES LOCATED WITHIN THE STATE OF WEST VIRGINIA - AS PER THE ATTACHED SPECIFICATIONS. VENDOR'S QUOTATION MUST BE INCLUDE A BREAKDOWN OF ITEMS AND PRICING OF EACH. CONTRACT WILL BE AWARDED TO THE SINGLE LOWEST RESPONSIBLE VENDOR MEETING THE BID SPECIFICATIONS. BRAND NAMES ARE USED TO ESTABLISH QUALITY LEVEL ONLY. VENDOR MAY BID ALTERNATE BRANDS THAT ARE EQUAL TO THE QUALITY LEVEL ESTABLISHED IN THE SPECIFICATIONS. FOR ALTERNATE BIDS, THE VENDOR SHOULD PROVIDE DESCRIPTIVE PRODUCT BROCHURES. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

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 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 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>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MARCH 5, 2008. 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: ROBERTA.A.WAGNER@WV.GOV</p> <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</p>						

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<p>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>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 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</p>						

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<p>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 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</p>						

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PRIORITY

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<p>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> <p>TITLE: -----</p> <p>* 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</p>						

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<p>MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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>RFQ. NO.: -----EHS80372-----</p> <p>BID OPENING DATE: -----3/26/2008-----</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> <p style="text-align: center;">-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ EHS80372 ***** TOTAL:						

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SPECIFICATIONS

The State of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health (BPH), Office of Environmental Health Services (OEHS), Environmental Engineering Division (EED) is seeking a vendor to provide an operational Identification Card system to include equipment, supplies, warranty, and training, as specified herein, for the central office located at Capitol and Washington Streets, 1 Davis Square, Suite 200, Charleston, West Virginia and to each of its five (5) district office locations as referenced on the State of West Virginia map on Page 6.

OEHS GENERAL OBJECTIVES

Upon completion of this purchase, EED will be able to:

- Design a more professional ID card for water operators which includes a color photograph on front and encoded magnetic stripe with certification information on back.
- Print and issue new ID cards to all currently certified operators from EED’s central office in Charleston, West Virginia and each of its five (5) district offices across West Virginia (6 separate locations).
- Use the new ID cards to identify and validate certified water operators at all public water systems and exam locations.
- Electronically track operator attendance at larger continuing education hour (CEH) classes, workshops, and conferences.
- Download electronic continuing education hours (CEH’s) information and facilitate data entry into Microsoft (MS) Access databases.

DELIVERABLES TO BE PERFORMED BY VENDOR

Mandatory specifications for each component are listed below. Components must function with all other components. If a specific brand is noted, as specified or equivalent in form and function with all other components is required.

	Unit Price	Qty	Total Price
DELIVERABLE #1: Camera equipment and accessories – Canon PowerShot S3 IS digital camera (or equal) per the following mandatory specifications. Quantity: 6 with 1 for central office and 1 for each of EED’s five district offices.		6	
Specifications: 6.0 megapixel 12x Optical/4x digital zoom Flip and twist LCD screen USB interface Tripod mount Direct printing One (1) year warranty on parts and labor 56 MB Secure Digital (SD) Memory Card Four (4) AA-size Alkaline Batteries IFC-400PCU USB Interface Cable			

STV-250N Mini A/V Angled Male to 3 RCA Male A/V Cable Lens Cap Neck Strap (NS-DC4) TWAIN compliant camera or included TWAIN compliance software such as Digital Camera Solution Software CD-ROM - allows camera to directly connect to the ID software via TWAIN and provides live image on the computer screen. User Guide 58 mm Haze UV-1 Glass Filter to protect camera lens Tripod with universal ball joint head and quick release	
Total for Deliverable #1	\$

	Unit Price	Qty	Total Price
DELIVERABLE #2: Printer equipment and accessories – Fargo DTC550 single-sided printer/encoder with lamination (or equal) per the following mandatory specifications. Quantity: 6 with 1 for central office and 1 for each of EED’s five district offices.		6	
Specifications: A direct to card printer. Color, commercial quality, ID printer . Capable of at least single side color printing on front and magnetic stripe encoding on back. Built-in encoding capabilities with high coercivity: ISO Magnetic stripe encoder. Laminate to add durability. Minimum of 100 input card hopper capacity. One-step ribbon, card, and print head replacement. Auto-feed. For use with ID Card size: CR80 - standard credit card size. For use with ID Card thicknesses: 30 mil Interfaces: Six (6) foot USB 2.0 cable included and Ethernet with internal print server to enable a distributed card issuance system at central and district office locations Intuitive LCD control panel that displays print job status with easy-to-read message prompts and commands Compatible with MS Windows XP Compatible with plug-and-play MS Windows drivers / USB 2.0 Compatible with camera to allow for easy and flexible direct printing options Compatible with laminated high coercivity (HiCo) magnetic stripe encoding composite cards			
Total for Deliverable #2	\$		

	Unit Price	Qty	Total Price
DELIVERABLE #3: Printer Supplies per the following specifications. Printer supplies must be compatible to printer. Quantities as referenced below.			
Printer ribbons capable of a minimum of 500 images each. Quantity: 16 with 6 for central office and 2 for each of EED’s five district offices.		16	
1 mil clear overlamine capable of a minimum of 250 images each.		32	

Quantity: 32 with 12 for central office and 4 for each of EED's five district offices.			
Printer cleaning kit. Quantity: 6 with 1 for central office and 1 for each of EED's five district offices.		6	
Printer Composite Cards – 500 cards per box – 30 Mil – Graphic Quality 60% PVC/40% Polyester cards – high coercivity magnetic stripe encoding – 3.370”L x 2.125”W / 85.6 6mmL x 54mmW. Quantity: 16 with 6 boxes for central office and 2 boxes for each of EED's district offices.		16	
Printer dust cover. Quantity: 6 with 1 for central office and 1 for each of EED's five district offices.		6	
Table-top style adjustable slot punch. Quantity: 6 with 1 for central office and 1 for each of EED's five district offices.		6	
Total for Deliverable #3			\$

	Unit Price	Qty	Total Price
DELIVERABLE #4: Magnetic Stripe Wedge Reader - MSR20012 (or equal) per the following specifications. Quantity: 6 with 1 for central office and 1 for each of EED's five district offices.		6	
Specifications: USB interface Easy to use with the ability to read magnetic information on ID cards produced by the above printers and software Enables encoded ID card information to be electronically accumulated and stored at training events as a comprehensive MS Access or Excel file to later be integrated into existing operator database (ODBC compliant) Individual files can be created and saved for various training events and locations			
Total for Deliverable #4			\$

	Unit Price	Qty	Total Price
DELIVERABLE #5: ID Card Creation Software per the following specifications. Software must be compatible with all other components of ID card system. Quantity: 1 MASTER LICENSE for central office and 1 client/user license for each of EED's five district offices.			
Master License to create ID card templates for central office		1	
Client/User license to utilize the software over a network so that operator ID information can be managed within a single database for each of EED's five district offices		5	

<p>Specifications: Ability for organization to design, print, issue, and manage ID cards and associated information over a network with multiple office locations and users simultaneously Compatible with Microsoft Windows XP Easy to use program for card design, photo importing, information export to ODBC compliant database, integrated photo capture, stores multiple records, supports single printing on single sided cards, encodes magnetic strips, supports network configurations, and appropriate site licensing program for multiple data capture and viewing stations The minimum information the ID card magnetic stripe must hold from the MS Access database includes first name; last name; middle initial; certification level; certification number; certification issue date; ID expiration date; and date of birth.</p>	
<p>Total for Deliverable #5</p>	\$

	Unit Price	Qty	Total Price
<p>DELIVERABLE #6: Shipping; installation/setup/testing; demonstration; and training relating to all components of the ID card system equipment and accessories at central office and each of EED's five district offices per the following specifications.</p>			
<p>Shipping charge to central office and each of EED's five district offices.</p>		6	
<p>Installation, setup and testing of all components of ID card system in central office and in each of EED's five district offices.</p>		6	
<p>Demonstration of all components at central office and each of EED's five district offices.</p>			
<p>Training of all features/functions of ID card system for a minimum of 3 EED employees at central office and each of EED's five district offices. Training must include features/functions on how to:</p> <ul style="list-style-type: none"> - issue and scan an ID card - electronically track attendance of an individual with an ID card into a MS Access and/or MS Excel file - properly maintain system including replacement of all supplies and troubleshooting 		6	
<p>Total for Deliverable #6</p>	\$		

	Unit Price	Qty	Total Price
<p>DELIVERABLE #7: Four (4) year warranty and service support on all components of ID card system at central office and each of EED's five district offices per the following specifications.</p>		6	
<p>Specifications: Telephone-based technical support available between 7 am and 5 pm eastern standard time. One day repair or loaner equipment available A copy of manufacturer's warranty on all components with delivery.</p>			

Total for Deliverable #7	\$
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	Unit Price	Qty	Total Price
DELIVERABLE #8: Additional components and equipment necessary for ID card system to be installed and functional as a turn-key system for its intended use at central office and each of EED's five district offices.		6	
Total for Deliverable #8	\$		

Total of All Deliverables	Total Price
Deliverable #1	
Deliverable #2	
Deliverable #3	
Deliverable #4	
Deliverable #5	
Deliverable #6	
Deliverable #7	
Deliverable #8	
Total Price of All Deliverables is	

OEHS CONTRIBUTION TO CONTRACT DELIVERABLES

- A. OEHS will provide one person from each location who will be the contact person for the successful vendor to contact with questions and troubleshooting.
- B. OEHS will arrange a meeting with successful vendor for initial setup, testing, and training of each ID Card system at each of the 6 locations.

OTHER VENDOR REQUIREMENTS

Successful vendor must identify and provide contact information of a suitable source for OEHS to purchase replacement supplies (i.e. ribbons and blank identification cards).

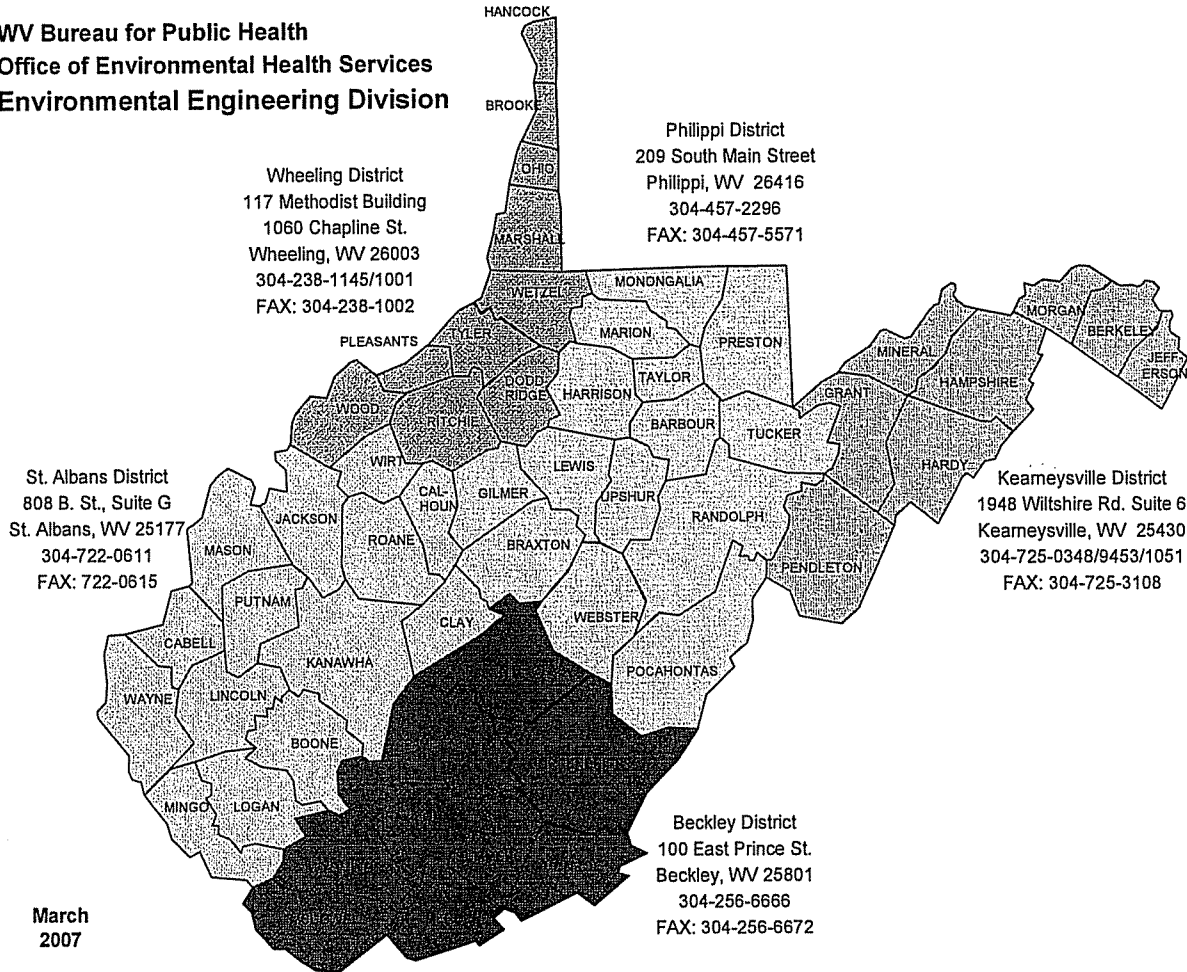
VENDOR QUOTATION REQUIREMENTS

- A. Vendor's quotation must include a breakdown of items and costs.
- B. Vendor quotation must be signed and dated and delivered to the Purchasing Division address on the back of Page 1 of the Request for Quotation.

VENDOR REGISTRATION

Successful vendor must be in good standing with the West Virginia Bureau for Employment Programs and be registered with the State of West Virginia, Division of Purchasing before a purchase order can be issued.

**WV Bureau for Public Health
Office of Environmental Health Services
Environmental Engineering Division**



District Office	Counties Covered			
Beckley District Office 100 East Prince Street Beckley, WV 25801	Fayette	Mercer	Raleigh	Summers
	Greenbrier	Monroe	Wyoming	
	McDowell	Nicholas		
Kearneysville District Office 1948 Wiltshire Road, Suite 6 Kearneysville, WV 25430	Berkeley	Hardy	Morgan	
	Grant	Jefferson	Pendleton	
	Hampshire	Mineral		
Philippi District Office 209 South Main Street Philippi, WV 26414	Barbour	Marion	Taylor	
	Braxton	Monongalia	Tucker	
	Gilmer	Pocahontas	Upshur	
	Harrison	Preston	Webster	
	Lewis	Randolph		
St. Albans District Office 808 "B" Street St. Albans, WV 25177	Boone	Kanawha	Putnam	
	Cabell	Lincoln	Roane	
	Calhoun	Logan	Wayne	
	Clay	Mason	Wirt	
	Jackson	Mingo		
Wheeling District Office 117 Methodist Building 1060 Chapline Street Wheeling, WV 26003	Brooke	Ohio	Wetzel	
	Doddridge	Pleasants	Wood	
	Hancock	Ritchie		
	Marshall	Tyler		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

ATTACHMENT
P.O.# _____

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

Agreed

Signature Date

Title

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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____