

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

Request for Quotation

BEP07059

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUTCH CHITTUM 304-558-8806

*919142208 304-414-2222
IMAGESERV LLC
1116 SMITH STREET #205
CHARLESTON WV 25301

BUREAU OF EMPLOYMENT PROGRAMS UC CONTRIBUTIONS- 5102 ROOM 507 112 CALIFORNIA AVENUE

ROOM 507
112 CALIFORNIA AVENUE
CHARLESTON, WV
25305-0112 558-2634

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 06/06/2007 BID OPENING DATE: 06/28/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT 0001 EΑ 205-41 20.104 3 OPTICAL CHARACTER READERS AND SCANNERS PROVIDE THREE (3) SCANNERS PER THE ATTACHED SPECIFICATIONS. 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 SPECIFICATION OF THE WEST IN ACCORDANCE WITH SECTION 148-1-4(F) VIRGINIA LEGISLATIVE RULES AND REGULATIONS. 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). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR 287 JW 27 P 3: 48 (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304 2222 06-25-67 FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

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BEP07059 REQUEST FOR QUOTATION STATE OF WEST VIRGINA BUREAU OF EMPLOYMENT PROGRAMS

The Purchasing Division of the WV Department of Administration, on behalf of WORKFORCE West Virginia, Bureau of Employment Programs, is requesting quotations from qualified vendors for the purchase, provision inclusive of travel or any other expense, installation, and the implementation of 3 scanners, equal to or better than a Bowe Bell & Howell Spectrum 8120 DB Scanner. No separate reimbursement will be made to the vendor for travel or any other expense. Quotations shall include ALL costs associated with the installation and implementation of the scanners; this shall include materials, professional services, personnel travel, and any other costs associated with this project.

RESPONSE TO THIS RFQ WILL NOT GUARANTEE AN AWARD.

A Notice to Proceed establishing the date for work to commence will be issued to the successful vendor. Installation shall begin and be completed at the agency's site within 30 days of receipt of Notice to Proceed at the following location:

WORKFORCE West Virginia Bureau of Employment Programs 5th Floor 112 California Avenue Charleston, WV 25305

DESCRIPTION OF SERVICES REQUESTED

I. GENERAL INFORMATION

Overview of Request

The purpose of this Request for Quotation is to acquire three (3) scanners, replacing existing Bell & Howe (2) 8125 & (1) 8000 scanners. More regarding our current networking environment can be found in the following section.

Complete installation and implementation services are included as part of this RFQ.

Only single vendor solutions with software end to end will be considered.

Current Environment

WORKFORCE West Virginia currently maintains a customized OnBase imaging system. Documents are scanned into this system via (2) Bell & Howe 8125 & (1) 8000.

Various paper colors, weights from 16 pound standard paper to 110 pound card stock, and various size documents from 2.6" x 2.6" to 11.7" x 17" may be scanned into the imaging system.

II. TASK REQUIRED

2.0 General Requirement

The purpose of this Request for Quotation is to acquire 3 new scanners that will handle the various paper weights and sizes identified above.

The vendor will be totally responsible for on-site delivery, installation, implementation, and for the transition of the scanners to WORKFORCE West Virginia staff. This will include changing of any standard scanner settings to accept the various paper color, weight, and size being scanned into the system.

All shipping and delivery charges shall be the responsibility of the vendor. Delivery must be inside to the 5th floor of 112 California Ave., Charleston, WV 25305.

2.1 Testing

Vendor will be responsible for testing the installed equipment. All test results will be documented in writing by the vendor and will be verified and accepted by the WORKFORCE West Virginia staff.

Testing will minimally consist of the following:

- 1. 40 continuous hours of the scanners being fully operational and correctly functioning in production environment.
- 2. Scanning various paper color, weight and sizes of documents.

REQUEST FOR QUOTATION

WORKFORCE West Virginia BEP07059

3. Other testing activities performed as deemed appropriate by the WORKFORCE West Virginia staff.

Test results will be documented in writing, presented to the WORKFORCE West Virginia staff for review, and subject to their written approval.

2.2 Documentation and Implementation

Upon completion of installation and vendor testing, the vendor will be required to provide documentation. Before WORKFORCE West Virginia staff will accept the deliverables of this contract and approve invoices for payment, the vendor must present documentation for approval.

Documentation will include the following items:

- 1. Hardware configuration documentation
- 2. Software configuration details.
- 3. Operations and user maintenance documentation.

2.3 Maintenance/Warranty

The successful vendor must provide a three-year maintenance/warranty for any or all licensed software and hardware, regardless of the manufacturer's warranties. While the three-year cost will be used for evaluation purposes, the Agency will add the maintenance/warranty on an annual basis. The first year would be added via change order upon acceptance of the equipment. Additional years will be added upon mutual written agreement of the parties. Cost, if any, associated with maintenance/warranty service must be indicated in the pricing tables and must include all parts, labor, hardware and software upgrades, software Help Desk services, travel or any other expenses. No separate reimbursement will be made the vendor for any expenses.

2.4 Scanner Specifications

- 1. Scanners must be able to scan documents from 2.6" x 2.6" up to 11"x 17" in duplex.
- 2. Must be rated to scan a minimum120 pages per minute; letter size, simplex, in black and white.
- 3. Must be a high volume scanner with a daily duty cycle of a maximum of 60,000 scans.
- 4. Must offer an optical resolution of 600 dpi.
- 5. Must support TWAIN, ISIS, and ImageControls drivers.
- 6. Must include Kofax VRS 4.1 or equal onboard in firmware to digitally compensate for poor quality documents and make damaged or difficult to read documents legible.
- 7. Must include Kofax Adrenaline 650i board and cable or equal.
- 8. Must have a document feeder with a capacity of minimum 500 sheets.
- 9. Must have ultrasonic double-feed detection with ignore by size.
- 10. Must be compliant with Section 508 of the U.S. Rehabilitation Act so users with any form of impairment can operate the scanner.
- 11. Scanner must interface via SCSI 3.
- 12. Multi-feed with auto-resolve for acceptable double feeds, i.e. a post-it note on a scanned document.

REQUEST FOR QUOTATION

WORKFORCE West Virginia BEP07059

2.5 Vendor Requirements

1. Vendor must provide thirty (30) minute call back, and next day on site support. Vendor must provide on-site training.

III. MANDATORY REQUIREMENTS PRIOR TO COST EVALUATIONS

- 1. Vendor must provide documentation, that they are certified by the manufacturer to sell, service and install the products bid.
- 2. Vendor must provide three (3) qualified references, which should be submitted with the bid.
- 3. The State shall have full and free use of all systems, products, and/or deliverables supplied by this contract.

IV. CALENDAR OF EVENTS

Quotation Calendar of Events	
Release of the RFQ	_06/08/2007
Bid Opening Date	06/28/2007

Note: Any vendor bidding an "or equal" item, may, at the request of the spending agency, be required to demonstrate that the item they bid, is equal to or better and performs equal to or better than the brand name item listed in the bid. The time and place of the demonstration will be determined by the spending agency, and the vendor will bear all costs involved with the demonstration.

BEP07059 PRICING SHEET BID OPENING: 06/28/2007 1:30 P.M.

Equipment Cost

Proposed Scanner	Cost Per	Number of	Total Cost
	Scanner	Scanners	
Example:			
a. Acme – Model 1AB2	\$XX,XXX,XX	Х3	\$XX,XX.XX
Bucy Horre 8120 DB 20, 104,	20,104,00	3	×60312.00
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Annual Maintenance Cost (less warranty) - Support, parts and all supplies except paper during business hours

NES HEALTH CARE CRICK RANDY WELLMAN 523-0746 Grand Total 558-3679 REFERENCES: WI HOUSING DEV. FUND SANDY CLAHAM 340-7960 DAN 3617 WORKERING WY

ATTACHMENT P.O.# BEP07059

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

Mauren On Care 4/25/2007		
Signature Date	Signature	Date
MANAGENS PARTNER Title	Title	<u>—</u>
Company Name	Agency-Division	

WV-96 Rev. 5/94

AGREEMENT ADDENDUM

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

- ARBITRATION Any references to arbitration contained in the agreement 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.
- 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.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> 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.
- 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. <u>SIMILAR SERVICES</u> 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.
- 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. <u>ASSIGNMENT</u> 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. <u>LIMITATION OF LIABILITY</u> 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
- 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. <u>RIGHT TO NOTICE</u> 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. <u>AMENDMENTS</u> 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: IMALESERV LLG
Signed:	Signed: Maurica Jr. OME
Title:	Title: MANALING PARTNER
Date:	Date: 06 + 25 / 2007

RFQ No. BEP07059

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:

Purchasing Affidavit (Revised 04/15/07)

"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.

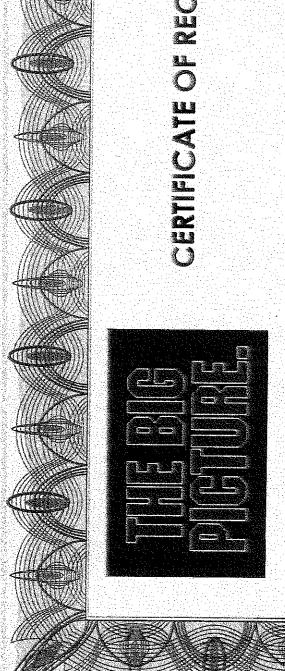
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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:	MALE SERV	LL	CA				
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