

Document Management Imaging System For:

The West Virginia State Tax Division

RFQ # TAX12008

Due: June 27, 2012 at 1:30 PM

Submitted by:



Visual Data Software Corporation 1035 N. 3rd St., Suite 102 Lawrence, KS 66044 785-727-1580







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Letter of Introduction



1035 N 3" St., Suite 102

Lawrence, KS 66044

Phone: 785.727.1580

Fax: 800-207-0378

June 27, 2012

Connie Hill
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

RE: Document Management Imaging System

Please find enclosed one signed original of the Visual Data Software Corporation (VDS) proposal in response to the above referenced RFQ.

VDS is pleased to submit this proposal to the West Virginia State Tax Division. Our successful past imaging and document management projects and hosted and on-premise implementations of our Enterprise Document Management System (DocWarehouse®) uniquely positions VDS to succeed in the implementation of our application for the West Virginia State Tax Division. We are able to and willing to meet (or exceed) the requirements as stated in the Request for Proposal and to beat the pricing offered by any of our competitors for the same features and services.

VDS has the ability to adeptly respond to its customers' needs by understanding the customer's requirements and configuring the DocWarehouse® product suite to meet or exceed customer expectations. Our systems will help you support your objectives while satisfying time and budgetary constraints. VDS will leverage technology made available by our EDMS solution and utilize an experienced, world-class management team to design, implement, and oversee delivery of your project by implementing a reliable, scalable, and cost-effective solution.

Based on this request for proposal, I am confident that the State of West Virginia will be pleased to see that our solution not only meets your requirements for today, but that we also meet your expected requirements in the future. VDS has solutions and add-ons that may be of interest like e-commerce enabled DocWarehouse® Kiosks, applications for mobile devices, integrated Automated Voice Response systems for inbound and outbound calling in multiple languages, issue tracking, asset management (digital and physical), and so much more. Furthermore, we will show that we can save the State a significant amount of money in licensing fees and integration costs that the State of West Virginia may be expecting to pay for integrations with forms processing software, fax server software, document management software, issue tracking software, etc. Our solution is, as you will see, a supremely comprehensive solution that does it all,

(**)



eliminating the need for such integrations, but allows the flexibility to do them should you choose to. You won't find any other EDMS that offers the kinds of functionality that DocWarehouse® does.

Visual Data Software Corporation is a United States Veteran owned enterprise (VBE). We are an equal opportunity employer, and as president, I can affirm that I am legally authorized to bind VDS to any contract.

Warm Regards,

Keith Mason, President

1035 N. 3rd St., Suite 102

Lawrence, KS 66044

Phone: (785) 727-1580

E-mail: kmason@visualdatasoft.com



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

Request for
Quotation

TAX12008

TAX12008

CONNIE HILL

ADDRESS CORRESPONDENCE TO ATTENTION OF

304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE Visual Data Software Corporation 1035 N. 3rd St. Suite 102 Lawrence, KS 66044

STATE TAX DIVISION

INFORMATION TECHNOLOGY DIV 1 1206 QUARRIER STREET 9 CHARLESTON, WV CHARLESTON, WV 25301-1725

304-558-8850

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

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304-558-2157 STATE TAX DIVISION

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STATE TAX DIVISION INFORMATION TECHNOLOGY DIV

1206 QUARRIER STREET CHARLESTON, WV

25301-1725 304-558-8850

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ADDRESS CORRESPONDENCE TO ATTENTION OF *CONNIE HILL* 304-558-2157

TYPE NAME/ADDRESS HERE Visual Data Software Corporation 1035 N. 3rd St. Suite 102 awrence, KS 66044

STATE TAX DIVISION INFORMATION TECHNOLOGY DIV

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



Executive Summary

Our software customers rely on our flagship product suite, Visual DocWarehouse® to process millions and millions of documents each year. We are confident that an implementation of DocWarehouse® is the best solution for the West Virginia State Tax Division Document Management Imaging System needs because it not only provides you with all of the desired functionality described in this RFQ, but our product's capabilities are extensive and will help you grow over the years. As a high level overview, this is what it has to offer:

- Public, Customer Configurable Web Portal
- High volume scanning
- Barcode Recognition (1-D and 2-D)
- Dynamic Records Management Capabilities
- Image Despeckle/Deskew, Blank page recognition
- Image rotation, Annotation, redaction
- Robust API for integrating external systems
- Optical Marksense Recognition (OMR)
- Optical Character Recognition (OCR)
- Multi-Organization support
- Batch / Page Integrity Checking to ensure record / page accountability after scanning
- Business Rules Processing
- Robust Workflow Engine
- Manual Data Capture using Key From Image (KFI) / Key From Snippet (KFS)
- Document Printing, Correspondence Letter Printing
- Web Based Call Center Interface
- Web Based Customer Portal
- Interactive Voice Response (IVR) system integration
- Web based reporting
- Email integration for system notifications and reporting
- Multi-Language support
- E-Forms support, Digital Signature support
- Powerful repository searching of over 200 popular document types

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The solution we are proposing uses the DocWarehouse® public and private web portals and web service APIs hosted on the State of West Virginia servers to satisfy the requirements of this RFQ.

Our proposed solution utilizes the Visual DocWarehouse® product suite to facilitate the records and document management features required to successfully allow the West Virginia State Tax Division to manage investigations from cradle to grave with external interfaces to other agency's systems.

Document types and case types (record types) are configured with in the system for each type that may be utilized within the agency. DocWarehouse® allows for unlimited case (record) and document types to be created. Characteristics about each type can be configured as per the requirements indicated in the RFQ and the requirements documented in the Discovery Phase of this project. Each type can have an unlimited number of data fields associated with it.

Visual DocWarehouse® is a primarily web based solution (for user interfaces) that would allow for data capture at any machine that has access to your intranet after a secure login/authentication process. If desired, investigation related records and documents can also be submitted via the public web portal or via fax or email. Visual DocWarehouse® also affords the ability for all documents tagged for private or public viewing.

On the back end, Visual DocWarehouse® utilizes a robust SQL Server 2008 database engine for data storage and encryption, workflow rules, and calculations. SQL Server reporting services are integrated within our product to allow the customer to manipulate report data on an ad-hoc basis. Standard reports are also available and all reporting is available via the web interface as a PDF or via email as an attachment and can be scheduled for periodic execution.

On the application server, Visual DocWarehouse® has a host of over 60 Windows™ services that allow for the configuration of any possible implementation.

The Software is 100% managed code written in C#.Net from the ground up. We have built in "TouchPoints" that we feel are frequently changed pieces to any solution that allow us (or our customers) to modify logic specific to their implementation without the need to change the core product. Based on the requirements for this project, we expect at a minimum the following touchpoints to be modified: Import, Export, Business Rules, SysWatcher. VDS will have the ability to implement any of the touchpoints necessary for the West Virginia State Tax Division once the requirements have been established. All TouchPoint code will be the property of the West Virginia State Tax Division per the RFQ.



Company History

Microsoft
GOLD CERTIFIED

Since its inception in January, 2006, Visual Data Software Corporation has been a provider of World Class Enterprise Content Management (ECM) solutions. We are a Delaware corporation headquartered in Lawrence,

Partner

Kansas. Formerly, we were Visual Data Technologies (since 1999), providing our customers with custom developed website and integrated ECM solutions. We are a Microsoft Gold Certified Partner, and our staff is composed of highly qualified Microsoft Certified developers that have extensive website development and enterprise content management experience.

We have developed solutions for many companies over the years. To name a few:

- NASA
- · Department of Defense
- Department of Labor
- Social Security Administration
- Pension and Welfare Benefits Administration
- Internal Revenue Service
- Veterans Health Administration
- · Her Majesty's Land Registry
- Ford Motor Company
- State of California
- State of Texas
- Johns Hopkins University
- Ciena Corporation
- Intersect Software
- Pearson Government Solutions
- U.S. Senate
- U.S. House of Representatives
- State of Utah
- Church Street Health Management

























INTERSECT





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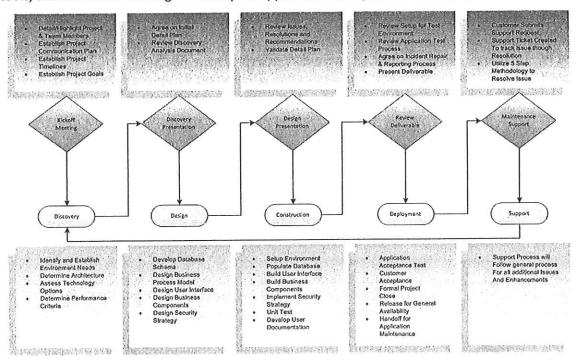






Methodology

The members of our project development team will work hard to assure that *all* stakeholders in the project - including management, users and technical staff -- gain a complete understanding of the technology and its underlying principles. In addition, our application architectures and development environments allow for rapid refinement and upgrade. So VDS delivers the application you need, *and* the power to make it even better -- because we'll make sure you have the skills, the tools, and the understanding to refine your application in response to changing markets and technologies.



Summary of Project Phases

Discovery

VDS begins the process of understanding the client organization, its industry, and its information requirements with an Assessment, which typically consists of a visit to the client site and follow-up report.

During the Assessment, VDS defines the scope of the project by identifying the business and technical requirements. In addition, the business case is outlined, stakeholder groups are identified and the project is planned in terms of tasks, effort and duration.

Design

VDS Design process includes several key tasks:

- Establish Prototype Tools and Guidelines for the user interface and code.
- Assess the current technology infrastructure and develop a plan for revisions based on current status and anticipated needs.
- Develop a complete prototype with a working model.
- Establish the development environment tools and guidelines, and develop a complete, representative slice of the application.

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 Create Test Plans for all software modules, database failure and recovery procedures, and software integration.

Transition from Design to Constructions at the end of Visualization is marked by presentation of the design documents and updated Project Plan, and official acceptance by the stakeholders.

Construction

Several concurrent activities occur during Construction:

- Instantiation is completed, allowing a working model to be built. Breaking the process into Instantiation and Propagation provides the flexibility necessary to deploy incrementally.
- Data Transformation Analysis and Implementation is important for applications that rely on incorporating existing and outside sources of data.
- Transition Planning includes scheduling system rollout, ensuring hardware and software will be in place, and finalizing user and administrator training plans.
- Testing occurs on several levels as the application development progresses. Developers check their
 individual work, the Quality Assurance team develops and executes test suites against integrated modules,
 and stakeholders review the application for completeness, accuracy, and ease of use.
- Writing the User and Administration Documentation begins in this stage.

Acceptance of the Construction deliverables marks the transition to Deployment.

Deployment

The length and structure of Deployment varies significantly from project to project, depending on the application architecture and the landscape of the production environment.

- During Transition, VDS and the Stakeholders perform final integration testing, and VDS provides training for end-users and application administrators.
- For applications with legacy data, Cut-Over begins with the execution of a carefully rehearsed data conversion process. To ensure continuous business operations throughout the data conversion process, contingency plans are created in advance, and ready to deploy if necessary.

Maintenance concludes the Deployment stage, beginning as the tested application is installed in the production environment.

Support

The ongoing maintenance support process follows the following:

- The Customer submits a support request
- A support ticket is created in VDS' support web site's issue tracking system which is used to track an issue through to its resolution.
- In addition to patch releases, VDS updates the DocWarehouse® product suite with quarterly releases that
 are backwards compatible and do NOT effect customer data or dynamic web pages.

The standard process is followed for additional issues and enhancements.



References

While we are providing only four references below, it is important to note that we have provided similar solutions to the one being requested to: Georgia Department of Revenue, Internal Revenue Service, Social Security Administration, Pension and Welfare Benefits Administration, Department of Labor, Veterans Health Administration, NCS/Pearson, Logicon, NASA, and several others. These implementations, however, occurred between 1999 and 2005 and used what was considered the best technologies available at the time. This always included the integration of systems like Captiva's Formware product for data capture with Action Point's Input Accel product for imaging and workflow as well as some type of back end like Vitira or Siebel. It is because those implementations used integrations of systems that were not able to provide an end to end solution all by themselves that we developed the Visual DocWarehouse® product suite and switched to a software vendor from a consulting company in 2005/2006. Now our customers can enjoy the benefits of a lower cost implementation, single point of support, and a truly seamless implementation that just works better.

Below is a list of 4 references that use our new product suite. They have each given us permission to use them as a reference for this proposal and are expecting your calls or emails.

Organization:

Utah Public Service Commission

Address:

160 E. 300 So.

Salt Lake City, UT 84111

Contract Value:

About \$178,500 License and 2 years of support

Contact:

Sheri Bintz

Email Address:

sbintz@Utah.gov

Phone Number:

801-530-6714

Contract Beginning Date: 06/15/2009

Contract #:

096425

Project: The State of Utah's Public Service Commission, Office of Consumer Services and Division of Public Utilities share a single DocWarehouse® license to facilitate the capture of paper and electronic documents and implement associated workflows with various document types that often span all three organizations. Case specific documents can be published for the public to see while other documents remain securely internal. Integration with the Utah Public Service Commission website for case document searching and retrieval as well as public calendar items was required.





Organization:

Solix, Inc for the State of California Public Utilities Commission

Address:

30 Lanidex Plaza West

P.O. Box 685

Parsippany, NJ 07054

Contract Value:

About \$800,000 to date including both unlimited

user licenses purchased by Solix, annual support,

and enhancements.

Contact:

Jack Donovan

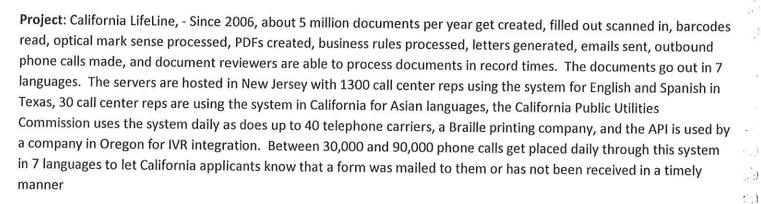
Email Address:

jdonova@solixinc.com

Phone Number:

973-581-5220

Contract Beginning Date: 1/1/2006



Other projects have been implemented for Solix as well: Texas DEAR for organ donor registry document imaging and processing as well as Texas STAP for voucher processing.





TELEPHONE SERVICE



Organization:

HOV Services for the Orange County, CA District Attorney's Office

Contact:

Carlos Briceno

Email Address:

Carlos.Briceno@hovservices.com

Phone Number:

760-956-4979

Contract Amount:

\$84,000 to date (License and 2 years of support)

Project: This implementation for the OCDA uses DocWarehouse® for web based document management integrated with the existing Case management system used by the District Attorney's office through the DocWarehouse® API. This



implementation was awarded to us with our strategic partner (HOV Services) who is doing the scanning of the 15 million historical criminal case files that are to be imported into DocWarehouse®. The OCDA chose our solution over proposed solutions using EMC's Documentum and IBM's FileNet because of the cost, functionality, robust API, ability to scale the solution as they become ready for it, and the technology used to implement the solution. This project is currently installed in a new production environment and scanning production documents has just been approved.

Organization:

Towne, Allpoints Communications

Address:

3441 West MacArthur Blvd.

Santa Ana, CA 92704

Contract Value:

About \$400,000 to date including the

unlimited user licenses, annual support,

and enhancements.

Contact:

Debora Griffith

Email Address:

debora.griffith@towne.com

Phone Number:

714-540-3095

Project: Corporate Document Management and Digital Asset Management – This implementation is a full scale large company implementation of DocWarehouse® for document Imaging and Document management as well as Digital Asset Management. It allows Towne to process (scan, capture data, read barcodes, optical mark sense processing, annotations, redactions, based on security profiles) all of their internal HR documents, Internal and External Accounting documents. It also lets them process external print requests from their customers, send emails, place outbound calls, handle inbound calls, and also handle inbound and outbound IVR tasks.





Mandatory Requirements

#	Requirement	Meet Spec's	Does not meet
	Scanning / Indexing		
A1	Documents must be able to be scanned into the document management system from any standard scanner without specialized hardware	✓	
A2	System must allow for multiple TWAIN scan stations without requiring additional software. Scanning can be performed through a web browser	✓	
A3	System must be able to accommodate high volume scanning and indexing	✓	
A4	Must be able to input (scan) documents directly from a multi function display control panel into the DMIS system	✓	
A5	The DMIS must have the ability to convert existing static forms in to electronic forms that can be filled out locally as well as e-mailed. The completed electronic form must then have the ability to transfer the data automatically into the DMIS	✓	
A6	After locating documents, user may open, save, e-mail, fax, edit, check out, or delete them based on administrator defined privileges, all from a web browser	✓	
A7	The Ability to retrieve data from existing software packages on screen, and incorporate it directly into the DMIS by end users	✓	
A8	Scanning into the Document Management system must be available from multiple physical locations	✓	
A9	System must be able to index on a variety of customizable attributes and search for/retrieve them by these attributes	✓	
A10	System must be able to index and search by custom fields, must be able to perform Full Text Searching, Boolean searching, Proximity Searching, Field-Based/Metadata Searching, Date-Range & Wildcard Searching, Folder-Level Browsing	✓	
A11	System must allow modifications to the document index/metadata	✓	
A12	System must be able to retrieve documents based on partial search criteria	✓	
A13	System must be intuitive and easy to use requiring limited to no special training	✓	
A14	System must not require special indexing or cover sheets for scanning documents	√	



A15	System must allow for two-sided scanning	✓	
A16	System must be able to allow deletion of a document and replacement with another	✓	
A17	System must allow documents to be referenced by a user entered name	✓	
A18	System must provide the capability to annotate and/or add comments to a document	✓	
A19	System must support color scanning	✓	
15:11:2	Workflow		
B1	System must be include an online workflow for document routing, approval and subsequent storage	✓	
B2	System must provide message templates for E-mails	✓	
В3	System must have a report function capable of showing the volume of correspondence received to each user group, time between responses, and correspondence that has not been answered	✓	
	Forms Management Option		
C1	System must have capability to create custom forms	✓	
C2	System must be capable of prefiling online PDF- Forms with relevant data from databases	✓	
C3	System must be capable of taking data from user input into online, PDF forms	✓	
C4	System must be capable of routing completed online, PDF forms through a workflow tool for review and approvals	√	
	Security		
D1	System must be SSL Compatible	√	Production of the state of the
D2	System must have Document Permissions (View, Edit, Add, Delete, etc.)	✓	
D3	System must provide admin rights to set each group's permissions	✓	
D4	System must have ability to configure Session Timeouts	✓	
	Technical		
E1	System must operate in a Windows Server (2003/2008) environment	✓	
E2	System must use MS SQL Server as its database	✓	
E3	Must be able to convert data in a timely manner. This conversion must be a proven ability	✓	
	Support		
F1	Vendor must provide next business day support for troubleshooting and repair		



6-19-12	18		Fax: (800) 207-0378
<i>(</i> 10 10	Keith Mason	kmason@visualdatasoft.com	Phone: (785) 727-1580
Date	Vendor's Name & Signature	Email Address	Phone # & Fax #
		✓	
	Vendor MEETS all Spec's	YES	NO
F6	Vendor must provide training for users	✓	
F5	Vendor must provide Live-Chat Support	✓	
F4	Vendor must provide Contextual Help Documentation	✓	
F3	Vendor must provide 24/7/365 USA support center	✓	
F2	Devices must have the capability to auto-alert vendor with error codes/faults	✓	



Pricing

	Cost Sheet for TAX12008		
Pricing Structu	ur <u>e</u>		
Qty.	Description 1	Unit Cost	Total Cost
50 users (20 concurrent)	Cost of licenses for the document management imaging system	\$995.00 per user	\$49,750.00
Lump sum	Cost of Customization of the document management imaging system	lump sum	\$0.00
10	Cost of installation and training for end users	\$249.00 per user (On-Site Training, 2 days for unlimited users this is a fixed	\$2,490.00
	Grand Total	price)	\$52,240.00

ADDITIONAL OPTIONAL ITEMS - But not counted in bid amount

Qty.	Description	Unit Cost	Total Cost
	Cost of one-year maintenance after the first year expires		
1 year	– optional (not to be included in bidding award)	\$9,950.00	\$9,950.00
	Cost of additional licenses in bundles of five (5) -		
5 each	optional (not to be included in bidding award)	\$895.00	\$4,475

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Product Information

This section shows several screen shots from the DocWarehouse® product suite as configured for various clients. While many of these screens may be used for your implementation, they can all be modified as desired. Most of the case based implementations that we have done are on-site implementations that we are unable to show you in this proposal. We would, however, be able to set up a demonstration system that would be more tailored to your specific needs if requested.

Note: This is an UNLIMITED User License, and includes ALL DocWarehouse® expansion modules at no addition cost:

- DocWarehouse® Web Application and all document management features.
- DocWarehouse® Scan desktop application
- DocWarehouse® Quick Search desktop application
- DocWarehouse® SysTray desktop application
- DocWarehouse® MS Office Add-Ins
- DocWarehouse® Windows Services Suite (Over 70 services available including OCR, Barcode recognition, Business Rules, Workflow, Import, Export, Encryption, FTP, Image Enhancement, PDF Creation, and many more)
- DocWarehouse® Web Services API Extend the features of the product suite as desired over time.
- DocWarehouse® Reporting Module using SQL Server Reporting Services, create and customize your own reports
- DocWarehouse® Alerts and Notifications Module Setup HTML Templates for emailed alerts and notifications, save searches, schedule saved searches for recurring execution and email results.
- DocWarehouse® Calendar module which allows for private calendars, department calendars, organization calendars, and public calendars.
- DocWarehouse® Time and Attendance Module with web and mobile app Time and Attendance tracking and reporting, leave requests and leave calendar.
- DocWarehouse® Annotation module, allows for web based annotations of documents including digital signatures
- DocWarehouse® Travel module, allows for submission of travel requests, travel approval workflows, creation of travel documents, returning trip reporting and multi-traveler trip reporting workflows, and travel calendar.
- DocWarehouse® Issue Tracking module, allows for the cradle to grave management of issues including issue submission, classification, prioritization, tracking, time tracking against issues, file uploads, and reporting.
- DocWarehouse® Contract and License Management module, which tracks your scanned contracts and entered licenses, and provides email alerts when contracts are expiring or licenses are coming up for renewal with date ranged reporting.
- DocWarehouse® Case Management module, allows you to track cases from cradle to grave, including case level index data, multiple hierarchically related documents, schedules calendar

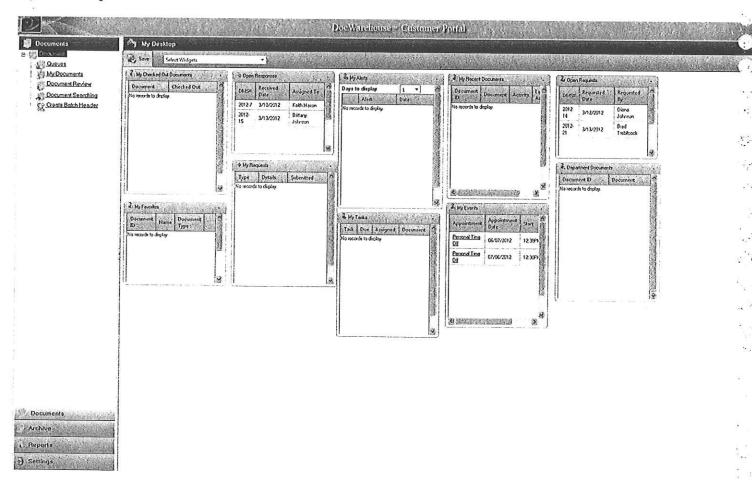


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- events, notification history, and subscription management. Also includes publishing capabilities to allow case documents to be published for external viewing with or without encryption.
- DocWarehouse® Asset Management module, track digital and physical assets with Library like functionality for check out / in of physical assets with condition reporting and asset location tracking.
- DocWarehouse® Mobile Applications, which provides you with the ability to use
 DocWarehouse® on your iPhone, iPad, Android Phone, Android Tablet, and Blackberry Phone.

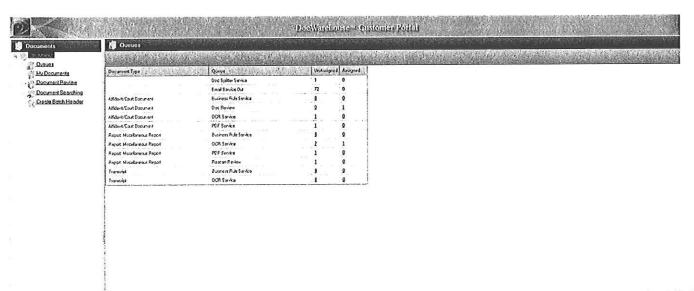


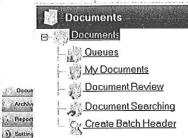
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Queues



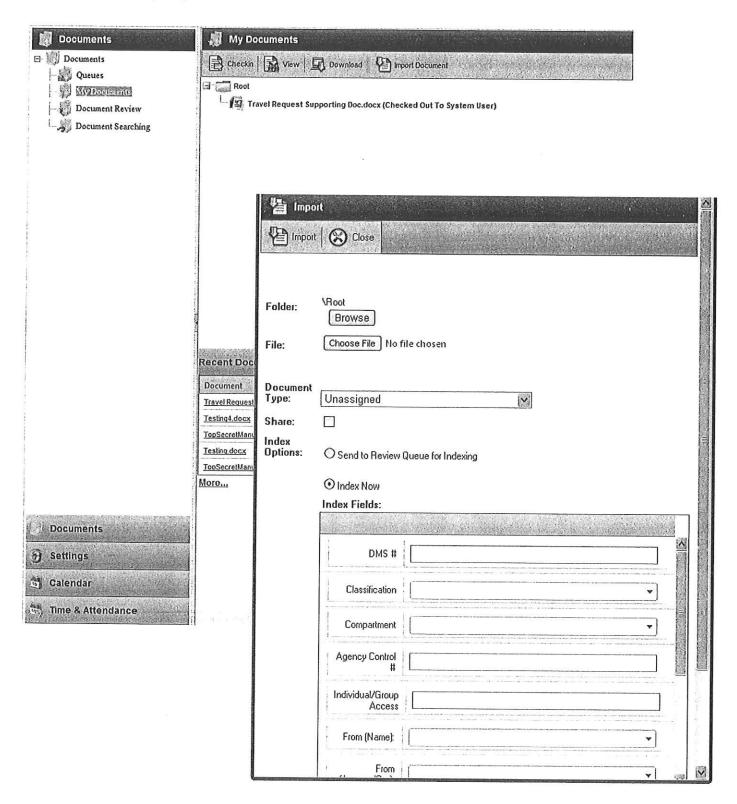


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Alfidavit/Court Document	Doc Review	0	1
Affidavit/Court Document	DCR Service	1	Q
Affidavit/Court Document	PDF Service	1	<u>0</u>
Report: Miscellaneous Report	Business Rule Service	8	<u>0</u>
Report: Miscellaneous Report	OCR Service	Z	1
Report: Miscellaneous Report	PDF Service	1	<u>0</u>
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Transcript	OCR Service	6	0

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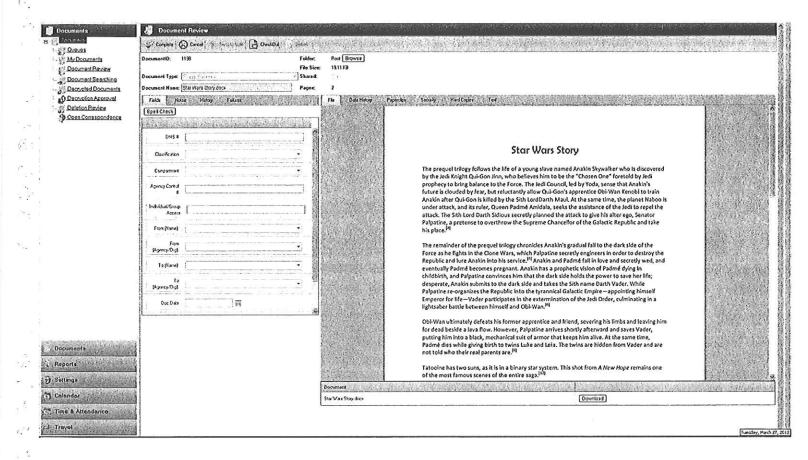


My Documents/Import





Document Review



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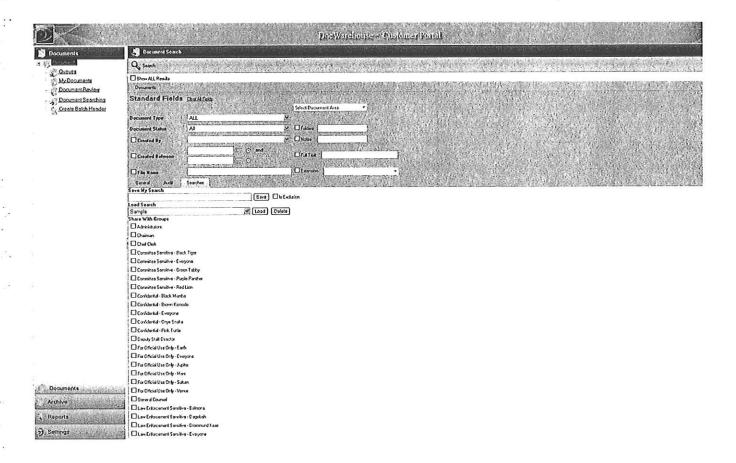


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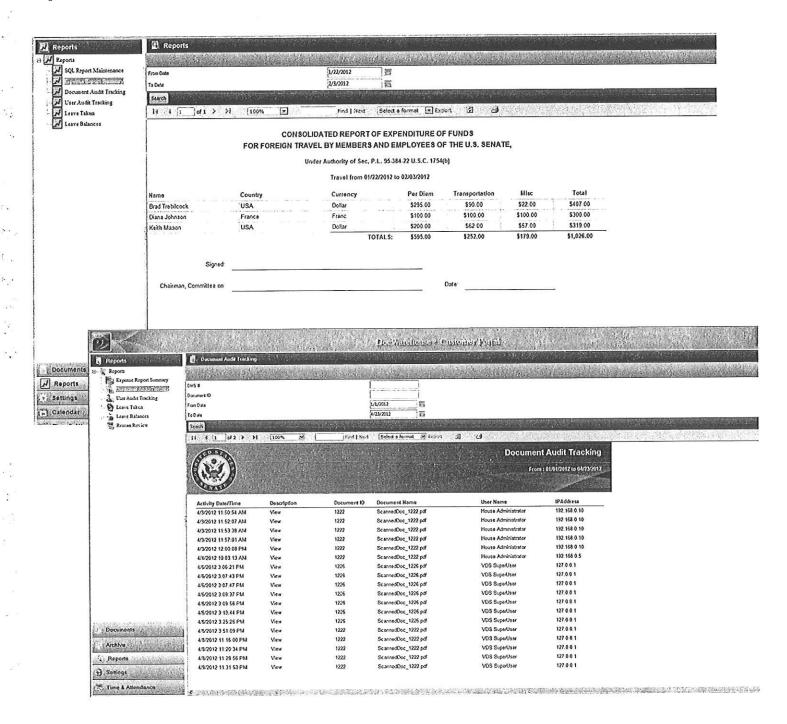
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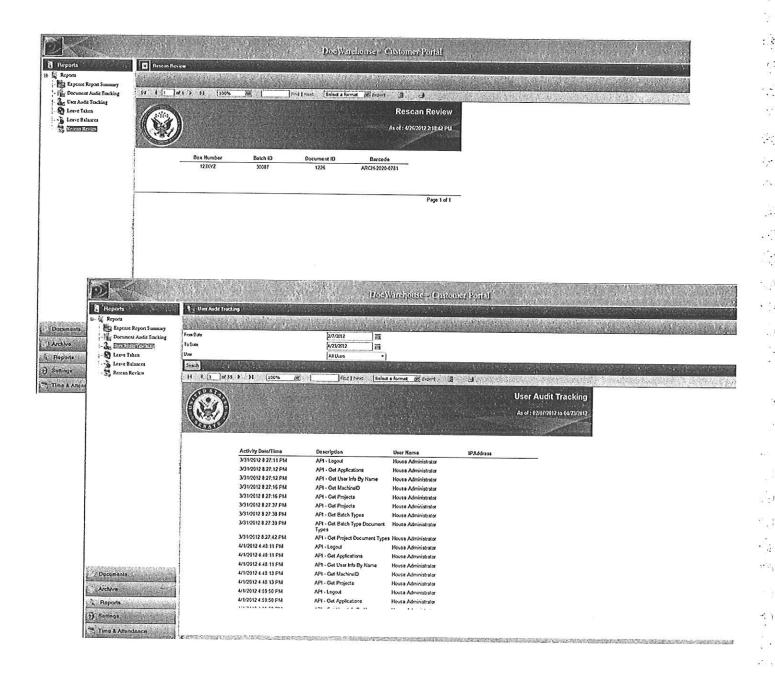
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Reports

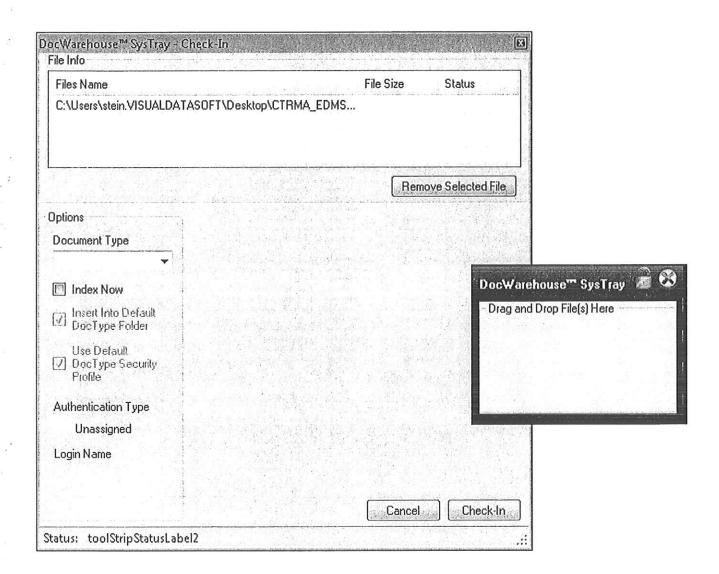








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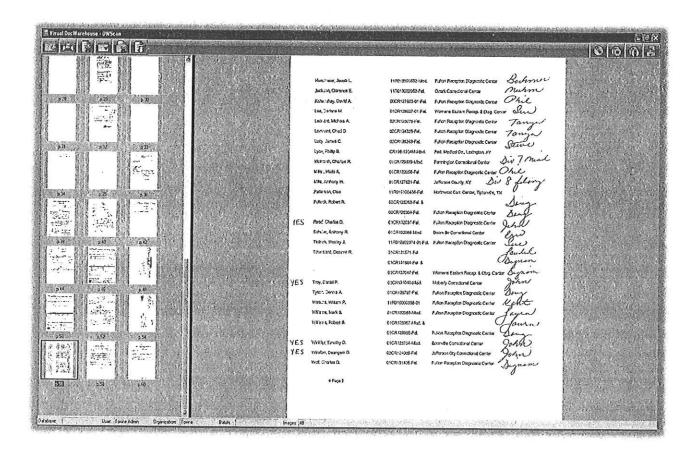
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Scan Client





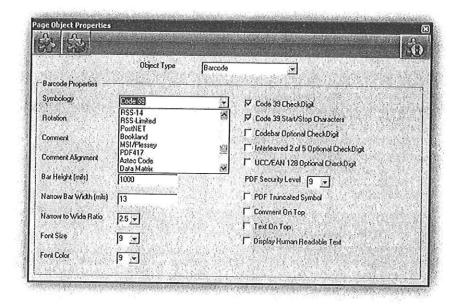
Form Studio

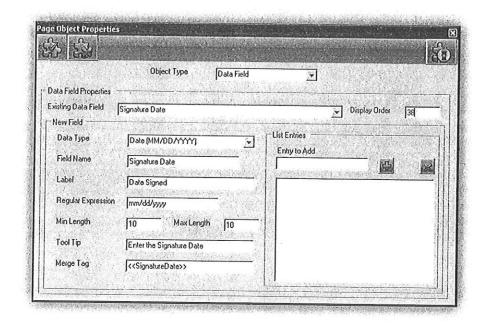
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	MY APPEAL IS IN REGARD TO THE FOLLOWING PROGRAM(S). I TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TAIF) E FOOD STAMPS GENERAL RELIEF AUXILIARY GRANTS ENERGY ASSISTANCE (LIMITED TO ITEMS WITH ** ASTERISK) SERVICES (e.g., ADULT SERVICES, CHILD CARE) REFUGEE CASH ASSISTANCE OTHER						
	ATTENTION: ACCORDING TO THE PROVISIONS OF THE VIRGINIA PUBLIC WELFARE AND ASSISTANCE LAW, AS AMENDED, I DO HEREBY APPEAL FOR A REVIEW OF THE (PROPOSED) ACTION OF THE DEPARTMENT OF SOCIAL SERVICES IN THE COUNTY, CITY OF, FOR THE REASON(S) CHECKED BELOW:						
The state of	AP	APPLICATION FOR MY APP	REFUSAL TO TAKE MY APPLICATION FOR FOOD STAMPS	DECLARING ME INCLIGIBLE FOR ASSISTANCE OR SERVICES'	DECLARING MY HOUSEHOLD INELIGISLE TO PARTICIPATE IN THE FOCO STAMP PROGRAM		
1	D SU	SPENDING MY SISTANCE OR SERVICES		CANCELING MY ASSISTANCE OR SERVICES*	CANCELLING MY FOOD STAMPS		
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# 122 222	TWISH MY FOOD STAMP BENEFITS TO CONTINUE UNITS, A HEARING DECISION IS RENDERED. D YES D NO						
V. A.2018, 11 a.10	TYPISH MY ASSISTANCE OR SERVICES TO CONTINUE UNTIL A HEARING DECISION IS RENDERED. YES NO						
	ON (DATE		CAL SERVICES CEPANTNENT NAVE ACC	BLISSTELESHONE OF CLAMONT SILESAL RESS	ES DATATIVE (AF SELECTEC)		
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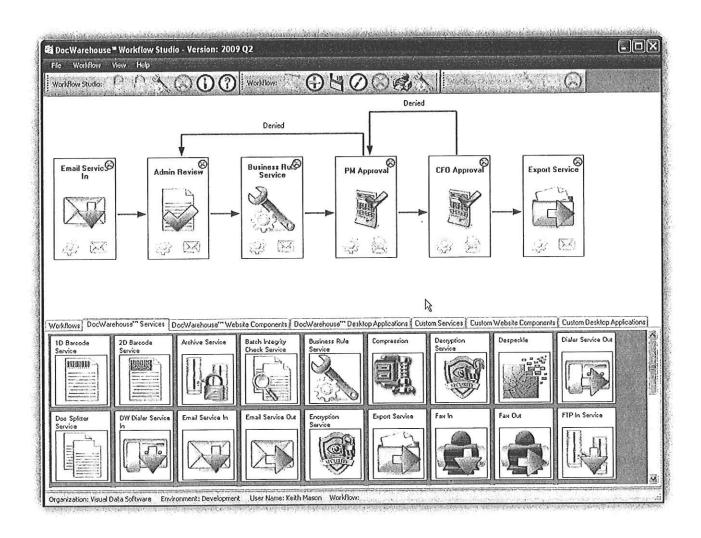








Workflow Studio





Redaction

ce Regiona

March 17, 2010

Troy Dover
Vice President Operations and Marketing
Infrastructure Corporation of America
Brentwood, TN 37027

Re: Highway Emergency Response Operation Patrol Services Procurement

Dear Mr. Dover:

The Central Texas Regional Mobility Authority ("CTRMA") appreciates yeresponse to our Request for Proposals ("RFP") for Highway Emergency Response ("HERO") Patrol Services.

....

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Digital Signature





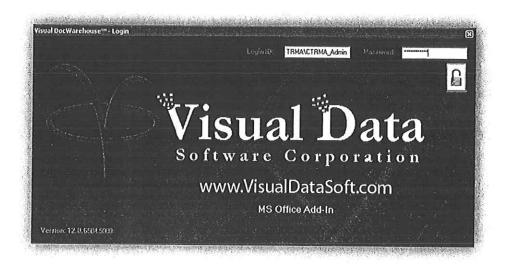
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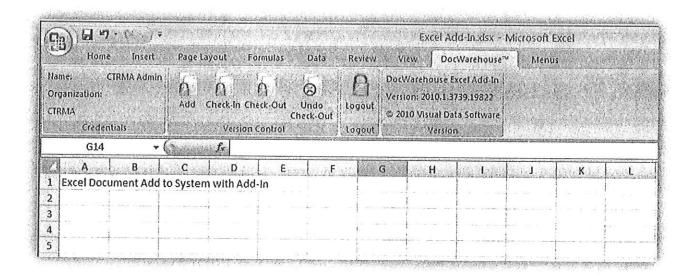
March 17, 2010

Troy Dover Vice President Operations and Marketing Infrastructure Corporation of America 5110 Maryland Way, Suite 280

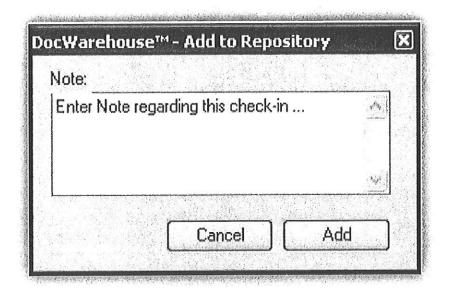


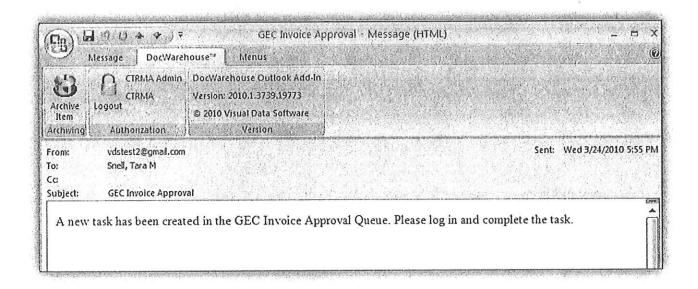
MS Office Add-Ins











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WV-96A Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

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

- 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 provision 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.
- 5. PAYMENT Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. FEES OR COSTS 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
- 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 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.
- 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	<u>YENDOR</u>
Spending Unit:	Company Name: Visual Data Software Corporation
Signed:	Signed:
Title:	Title: President
Date:	Date: 6-19-12

ATTACHMENT P.O.# TAX12008

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

Agreed	ā	•
Signature Date	Signature	Date
<u>President</u> Tille	Title	_
Visual Data Software Corporation		
Сотралу Name	Agency/Division	1

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 affillate 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.				
require agains	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.				
authori the req	emission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid juired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.				
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true courate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.				
Bidde	r: Visual Data Software Corporationsigned:				
Date: 6-19-12 Title: President					
*Check	*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.				

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

WITNESS THE FOLLOWING SIGNATURE

Notary Public - State of Kansas

My Appt. Expires

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

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

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

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

Vendor's Name: Visual Data Software Corporation Authorized Signature: Data Masen Date: 4/8//2 State of Kunsar County of Danglar, to-wit: Taken, subscribed, and sworn to before me this 8 day of June , 2012. My Commission expires 5/24 , 2015. AFFIX SEAL HERE NOTARY PUBLIC Dame A. JAMIE R. DAVISON

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: TAX12008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)							
	Addendum No. 1		Addendum No	. 6			
	Addendum No. 2		Addendum No	. 7			
	Addendum No. 3		Addendum No	. 8			
	Addendum No. 4		Addendum No	. 9			
	Addendum No. 5		Addendum No	o. 10			
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.							
		Vis	nal Data	Software Corporation			
		7	M-	Authorized Signature			
			6-19-1	Z Date			

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012