

RFQ Response

Submitted via Fax – 4/20/2012

Veterans Cemetery Gravesite Locator

To: Tara Lyle

Division of Veterans Affairs

Buyer: TL/32

RFQ #: VET012163

Bid Opening Date: 04/26/2012

Bid Opening Time: 1:30 p.m.

Vendor Fax: 701-222-8071

Vendor Contact: Brad Kramer 701-527-1950

Pages to Follow: 11

Brad Kramer

Vision Technology

2000 Schafer St, Ste F

Bismarck, ND 58501

RECEIVED
2012 APR 23 PM 2:29
WV PURCHASING
DIVISION



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
VBT012163

PAGE
1

ATTENTION
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE
VISION TECHNOLOGY
2000 SCHAPER ST
BISMARCK, ND 58501

DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED 04/16/2012	TERMS OF SALE	SIN/VA	FOB	FREIGHT TERMS
BID OPENING DATE: 04/24/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	JB		920-19		
<p>HARDWARE & SOFTWARE FOR GRAVESITE LOCATOR KIOSK</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF VETERANS AFFAIRS, IS SOLICITING BIDS TO PROVIDE A GRAVESITE LOCATOR KIOSK AT THE DONEL KINNARD MEMORIAL STATE VETERANS CEMETERY IN INSTITUTE, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

Date **4/16/12** # of pages **10**

From **T. Lyle**

To **Co. Dept.**

Phone # **701-222-1015**

Fax # **701-222-8071**

Post-It Fax Note **7671**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Brad Gummy** TELEPHONE **701-222-3009** DATE **4/20/12**

TITLE **Gen. MGR.** FAX **45-0452397**

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELS



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

Request for Quotation

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PAGE
2

CONTACT PERSON/PHONE NUMBER
**TARA LYLE
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

VISION TECHNOLOGY

RFQ COPY

DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	# OF	FREIGHT TERMS
04/16/2012				

BID OPENING DATE: 04/24/2012	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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 ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brad Kimmey</i>	TELEPHONE 207-222-3009	DATE 4/20/12
TITLE GEN MGR	FAX 45-0452397	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDORS



State of West Virginia
 Department of Administration
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 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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PAGE
3

RFQ CONTACT INFORMATION
TARA LYLE
304-558-2544

RFQ COPY

RFQ COPY
 TYPE NAME/ADDRESS HERE
VISION TECHNOLOGY

RFQ COPY

DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
 SUITE 101
 1321 PLAZA EAST
 CHARLESTON, WV
 25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2012				

BID OPENING DATE: **04/24/2012** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: ----- TL/32 ----- RFQ. NO.: ----- VET012163 ----- BID OPENING DATE: ----- 04/24/2012 ----- BID OPENING TIME: ----- 1:30 PM ----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ VET012163 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Brad Kummy* TELEPHONE: **701-222-3009** DATE: **4/20/12**

TITLE: **GEN MGR** FERN: **45-0452397** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELS WHERE APPROPRIATE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25306-0130

Request for Quotation

RFQ NUMBER
VET012163

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION IS
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VISION TECHNOLOGY

DIVISION OF VETERANS AFFAIRS
ATTENTION: C. PRATHER
SUITE 101
1321 PLAZA EAST
CHARLESTON, WV
25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2012				

BID OPENING DATE: 04/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO CHANGE THE SPECIFICATIONS: REMOVE WINDOWS XP AND REPLACE WITH WINDOWS 7.						
2. TO MOVE THE BID OPENING FROM 04/24/2012 TO 04/26/2012.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND DATE MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		920-19		
HARDWARE & SOFTWARE FOR GRAVESITE LOCATOR KIOSK						
***** THIS IS THE END OF RFQ VET012163 ***** TOTAL:						

Post-it® Fax Note 7671

Date 4/20/12 1 of 3 pages 3

From T. Lyle

To Vision Technology Co. Dept.

Phone #

Fax # 701-222-5071

SIGNATURE Brad Krumm TELEPHONE 201-222-3009 DATE 4/20/12

TITLE GEN MGR FIBIN 45-0452397 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED HEADLINE

EXHIBIT 10

REQUISITION NO.: *VETQ12163*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 *Brad Kramm*

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Brad Kramm

SIGNATURE

VISION TECHNOLOGY

COMPANY

4/20/12

DATE

REV. 11/96

WV-36 (Rev. 01/01/07)

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Requisition / P.O. No.: VET012183

Vendor: VISION TECH P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>Hardware specifications:</p> <p>17" LCD touchscreen display & faceplate (2) 4" speakers Surge protector Thermal Printer capable of printing 8.5" x 11" sheets (2) rolls of thermal paper</p> <p>Notebook computer with following minimum specifications: Intel Core2Duo 2 GB Random Access Memory (RAM) 340 GB Hard Disk Drive CD/DVD (ROM) (2) USB ports vga port 10/100/1000 ethernet Miscellaneous cables and supplies as required</p> <p>Kiosk Enclosure: Brushed stainless steel enclosure with cast aluminum signage, mounted within a wall opening measuring 27.5" wide, 45.5" tall and 25" (+/- 1") above ground level. Enclosure shall be a Vision Technology Model ODK-SS-17, or equal.</p> <p>Software: Windows XP Pro software AntiVirus software Software programming for the following screens: Main/welcome page Cemetery history/general information Grave locator with printing capability Burial Arrangements Cemetery map (printable) Eligibility information Application Information with printable application form Floral regulations Slideshow screensaver using photos to be provided by the cemetery Automated weekly download and import of data files from the Veterans Administration Burial Operations Support System Remote support access via internet/LAN connection Screen content is subject to change after the cemetery becomes operational. Vendor shall work with new cemetery staff to determine and update final version of the content.</p> <p>Contractor shall procure and install and configure all of the necessary computer hardware, software, and peripheral devices required to run a gravesite locator touchscreen kiosk. The computer equipment shall be new and unused and shall allow for continuous operation, seven (7) days per week, twenty-four (24) hours per day.</p>		

WV-26 (Rev. 01/01/07)

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Requisition / P.O. No: VET012163

Vendor: VISION TECH P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>Vendor will supply on site training of cemetery staff on Kiosk, hardware operations and maintenance.</p> <p>See attached for Required Software Features.</p> <p>The screen saver will sequentially display all jpg images located in the directory specified in the Control Software. Random graphic transition effects shall be used to sequence images. Screensaver jpg files will be provided by the Cemetery.</p> <p>Software Data Integration Functions: The software will automatically perform a daily download of burial data from the Veterans Administration's BOSS system. No ongoing fees will be charged for the data download process.</p> <p>Kiosk must be installed and ready to use by May 23, 2012.</p> <p>Warranty: First year included in bid price. 24/7 telephone and remote support. Please supply cost per year for 2 additional years. One year hardware on-site replacement (excluding vandalism or accidental damage).</p> <p>The contract will be awarded to the vendor with the lowest grand total meeting all of the specifications with the most complete bid. An authorized signature must be on the bid. See attached bid form.</p> <p>Quote should be provided for a one-time cost inclusive of meeting all of the specifications contained in the RFQ including delivery, installation, on-site training and first year warranty.</p>		

Software Features
Kiosk presentation software source code is provided to the Client. The client has a perpetual nonexclusive license to the software with no recurring charges for its use. The screens within the presentation fit on a full-screen, 1024x768 17" display without requiring the use of scroll-bars. The minimum height of capitalized letters is 5 mm. The software is approved by the National Cemetery Administration for access to the Federal Burial Operations Support System.
The screens included in the presentation are:
Main Screen: Displays a title and buttons linked to screens for "Introduction", "History", "Floral Guidelines", "Interment Information", "Plot Locator" and "Taps".
Introduction Screen: Displays a title, photo, text and "Back to Main Page" button. The text and photo are provided by the Client.
History Screen: Displays a title, photo, text and "Back to Main Page" button. The text and photo are provided by the Client.
Floral Guidelines Screen: Displays a title, photo, text and "Back to Main Page" button. The text and photo are provided by the Client.
Interment Information Screen: Displays a title, text and a "Back to Main Page" button. The text is provided by the Client.
Taps: Displays a title, text regarding the history of Taps and a "Back to Main Page" button. An audio recording of Taps plays simultaneously.
Plot Locator Screen: Displays a title, user instructions, a visual touch-screen based keyboard, a text box displaying letters typed by the user and buttons for "Search" and "Back to Main Page". Users may enter a full or partial last name. Pressing "Search" then displays a "Search Results" screen.
Search Results Screen: Alphabetically displays the first ten burial records and buttons for "Next 10", "Previous 10", "Search Again", "Back to Main Page" and a button by each displayed record to select a specific burial record. The "Search Again" button returns the user to the Plot Locator Screen. "Next 10" and "Previous 10" buttons scroll through the selected record set. Selecting a specific burial record takes the user to the "In Memoriam" screen.
In Memoriam Screen: Displays buttons for "Print", "Show Search Results" and "Back to Main Page". Also displays the following information from the selected burial record: name, grave location, age at death, date of birth, date of death and interment date. The "Print" button prints the same information as displayed on the screen plus a graphic map of the cemetery printed on the same page (graphic to be provided by the Cemetery). The map does not graphically highlight a specific grave location.

Control Software
Control software is included with a perpetual license. Functions include:
- time until the kiosk display reverts to the main page
- time until the screen-saver is initiated
- timing of the screen-saver displays and transitions
- identify the directory path to the screen-saver image files
- identify the scheduled time of the data-import program execution
- initiate the data-import routine at the scheduled time
All timing and directory path parameters specified above are customizable by the Client

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

Brad Kamm 4/20/12
Signature Date

GEN. MGR.
Title

VISION TECHNOLOGY
Company Name

Signature Date

Title

Agency/Division

WV-96A
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. *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.
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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: VISION TECHNOLOGY

Signed: Brad Krum

Title: GENERAL MANAGER

Date: 4/20/12

