



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 373342

Procurement Type: Central Master Agreement

Vendor ID: 000000102744

Legal Name: 1ST RUN COMPUTER SERVICES INC

Alias/DBA:

Total Bid: \$154,050.00

Response Date: 10/04/2017

Response Time: 11:31

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000028

Published Date: 10/2/17

Close Date: 10/6/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM_1: Kodak i2420
Scanners or Equal

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 373342

Solicitation Description : ADDENDUM_1: Kodak i2420 Scanners or Equal (DOT6318C0026)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-10-06 13:30:00	SR 0803 ESR10041700000001421	1

VENDOR
000000102744 1ST RUN COMPUTER SERVICES INC

Solicitation Number: CRFQ 0803 DOT1800000028

Total Bid : \$154,050.00 **Response Date:** 2017-10-04 **Response Time:** 11:31:38

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	KODAK i2420 SCANNERS OR EQUAL	300.00000	EA	\$513.500000	\$154,050.00

Comm Code	Manufacturer	Specification	Model #
43211711			

Extended Description :	KODAK i2420 SCANNERS OR EQUAL
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EXHIBIT A - PRICING PAGE**DELIVERY LOCATION - BUILDING 5, ROOM 920 CHARLESTON, WV 25305**

Item Number	Estimated Quantity*	Description	Unit Price	TOTAL
1	300	Kodak i2420 or EQUAL scanners as described in 3.1 including 3 Year exchange warranty as described in 3.1.2.1	\$ 513.50	\$ 154,050.00
Grand Total Cost				\$ 154,050.00

*An estimated quantity of 300 units will be used for evaluation purposes. This quantity is not guaranteed.

Vendor Name: 1st Run Computer Services Inc.

Authorized Representative: Rhea Schultzberg

Phone: 212-779-0800

Email: rneas@1strun.com



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

State of West Virginia
 Request for Quotation
 28 – Office Equip.

Proc Folder: 373342

Doc Description: ADDENDUM_1: Kodak i2420 Scanners or Equal (DOT6318C0026)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-10-02	2017-10-06 13:30:00	CRFQ 0803 DOT1800000028	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US


VENDOR

Vendor Name, Address and Telephone Number:

1st Run Computer Services Inc.
 500 Old Country Road
 Suite 105
 Garden City, NY 11530
 212-779-0800

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X  FEIN # 11-2877788 DATE 10/4/17

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM_1 : Is published for the following:

- 1. To move the bid opening date from 10/04/2017 to 10/06/2017 at 1:30pm EST.
- 2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), Information Services, to establish an open-end contract for the purchase of Kodak i2420 or Equal scanners, per attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	KODAK i2420 SCANNERS OR EQUAL	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211711			

Extended Description :
KODAK i2420 SCANNERS OR EQUAL

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 2:00pm EST:	2017-09-27

SOLICITATION NUMBER: CRFQ 0803 DOT1800000028

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000028 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To move the bid opening date from 10/04/2017 to 10/06/2017 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

VENDOR QUESTIONS

CRFQ 0803 DOT1800000028

1. Will all the scanners be shipped at one time to one location.

Answer: This is a solicitation for an open-end contract, which means there is not set quantity being ordered. Separate delivery orders will be issued during the life of the contract for various quantities. All equipment will be delivered to the 1900 Kanawha Blvd. East, Building 5, Room 920, Charleston WV 25305. This address is for the headquarters location for the Department of Transportation.

2. If not shipped to one location are they going to be shipped on different dates?

Answer: Yes, delivery orders can be issued at various times during the life of the contract.

3. In the specifications section 6.5, the return due to agency error, would you please elaborate on what you mean by "for items not in a resalable condition?" For example, an agency could use the scanner, then return it with the feed tray missing. This would make the scanner not in a resalable condition, yet the agency is only responsible for up to 5% restocking fee.

Answer: Any item that does not have all the manufacturer's original components would not qualify for a return.

Secondly, for out of state business, is it necessary for us to register with the State of WV even though no tax is to be collected.

Answer: Business registration is not something handled by this agency. The vendor should review WV Tax Department and Secretary of State rules and regulations. Registration requirements must be completed prior to an award.

4. 3.1.1.8, regarding barcode "reading" do you mean just the scanner itself or are you looking for software too that reads barcodes.

- a. Would barcode "detection" suffice as long as the proposed OEM scanner works with your capture software?

Answer: The scanner must have the capability of detecting barcodes, third party software will be utilized to consume the data being captured in the bar code.

5. 3.1.1.13, can you clarify what you mean by compatible? Assuming this is EMC is there an approved list of hardware with this company.

Answer: The scanner must utilize an industry standard ISIS driver that can be accessed by the client software, Application Xtender.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT180000028

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/>] Addendum No. 1 | <input type="checkbox"/>] Addendum No. 6 |
| <input type="checkbox"/>] Addendum No. 2 | <input type="checkbox"/>] Addendum No. 7 |
| <input type="checkbox"/>] Addendum No. 3 | <input type="checkbox"/>] Addendum No. 8 |
| <input type="checkbox"/>] Addendum No. 4 | <input type="checkbox"/>] Addendum No. 9 |
| <input type="checkbox"/>] Addendum No. 5 | <input type="checkbox"/>] Addendum No. 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.

1st Run Computer Services Inc.

Company


Authorized Signature
10/3/17

Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: 1st Run Computer Services Inc.

Address: 500 Old Country Road, Suite 105, Garden City, NY 11530

Contracting business entity's authorized agent: Rhea Schultzberg

Address: same as above

Number or title of contract: CRFQ 0803 DOT1800000028

Type or description of contract: Kodak i2420 Scanner or Equal

Governmental agency awarding contract: West VA. DOT

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Signature: [Handwritten Signature] Date Signed: 9/28/17

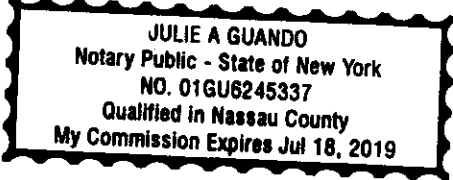
Check here if this is a Supplemental Disclosure.

Verification

State of New York, County of Nassau:

I, Rhea Schultzberg, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28 day of September, 2017



[Handwritten Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: 1st Run Computer Services Inc.

Authorized Signature: _____

Date: 9/28/17

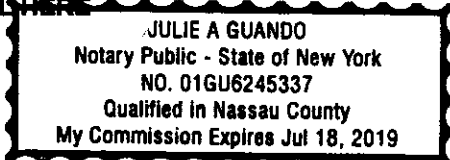
State of New York

County of Nassau, to-wit:

Taken, subscribed, and sworn to before me this 28 day of September, 2017

My Commission expires July 18, 2019

AFFIX SEAL HERE



NOTARY PUBLIC

Julie A. Guando

Purchasing Affidavit (Revised 07/07/2017)

CRFQ 0803 DOT1800000028
REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), Information Services, to establish an open-end contract for the purchase of Kodak i2420 or Equal scanners.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “Simplex”** means single sided document scanning.
 - 2.5 “Duplex”** means double sided document scanning.
 - 2.6 “PDF”** means Portable, Document, Format.
 - 2.7 “JPG”** Joint Photographic Experts Groups standard for lossy compression for digital images.
 - 2.8 “TIFF”** means tagged image file format.
 - 2.9 “BMP”** means a bitmap image.
 - 2.10 “ISIS”** means image and scanner interface specification which is an industry standard interface for image scanning technology.
 - 2.11 “TWAIN”** means an applications programming interface and communications protocol that regulates communication between software and digital imaging devices.
 - 2.12 “USB”** means Universal Serial Bus technology that allows the connection of a electronic device to a personal computer

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

2.13 “DPI” means dots per inch.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Kodak i2420 or Equal document scanners.

- 3.1.1.1** Document scanner must be rated by the manufacturer with a daily duty cycle of a minimum of 5,000 pages per day.
- 3.1.1.2** Document scanner must have a minimum output resolution of 200/ 300/ 400/ 600/ 1200 dpi.
- 3.1.1.3** Document scanner must be capable of scanning pages at a minimum speed of 40 ppm (page per minute) simplex /80 ipm (images per minute) duplex, for letter sized, black and white, grayscale and color documents at 300 dpi.
 - 3.1.1.3.1** Document scanner must have a document feeder that can handle a minimum of 75 sheets of 20lb paper.
- 3.1.1.4** Document scanner must be capable of both simplex and duplex scanning.
- 3.1.1.5** Document scanner must be capable of scanning in color, grayscale and black/white.
- 3.1.1.6** Document scanner must have the ability to drop out color for enhanced image quality.
- 3.1.1.7** Document scanner must be capable of scanning both small (less than 8.5 x 11 inch) documents such as ID cards, small receipts (i.e. gas/credit card) receipts and oversized documents (minimum 8.5 x 14 inches).
- 3.1.1.8** Document scanner must be capable of reading linear bar codes.

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

- 3.1.1.9** Document scanner at a minimum must include image enhancement capability:
- 3.1.1.9.1** Deskew,
 - 3.1.1.9.2** despeckle,
 - 3.1.1.9.3** auto crop,
 - 3.1.1.9.4** fixed cropping,
 - 3.1.1.9.5** auto orientation,
 - 3.1.1.9.6** border removal,
 - 3.1.1.9.7** blank page detection and elimination
 - 3.1.1.9.8** hole filling,
 - 3.1.1.9.9** enhanced color adjustment and color management.
- 3.1.1.10** Document scanner must be capable of saving images in the following formats: JPG, single page and multi-page TIFF, BMP, PDF and searchable PDF.
- 3.1.1.11** Documents scanner must include the following scanner drivers: ISIS and TWAIN.
- 3.1.1.12** Document scanners must be Windows 7 and Windows 10 compliant (32 and 64 bit).
- 3.1.1.13** Document scanners must also be compatible with Application Xtender Document Management Systems.
- 3.1.1.14** Document scanners must also include a user interface that allows for direct scanning to a network share and scan to email in the following formats: color PDF, black/white PDF, color JPG, Black-White single TIFF, Multi-page Black-White TIFF, Email Black-White PDF.
- 3.1.1.15** Document scanner interface must allow for push button scanning in the following formats: color PDF, black/white PDF, color JPG, Black-White single TIFF, Multi-page Black-White TIFF, Email Black-White PDF.
- 3.1.1.16** Document scanner must be USB 2.0 and USB 3.0 compatible

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

- 3.1.1.17 Vendor must include manufacturer's specifications with the vendor's response. Specifications will be utilized to determine if the product is in compliance with the specifications outlined in this RFQ.
- 3.1.1.18 Consumables for the scanners must be available from multiple commercial sources and also installable by DOT technical staff. This should include but not be limited to feed modules; separation module, feed rollers, etc.
- 3.1.1.19 Equipment provided shall not require the use of proprietary parts and or service.

3.1.2 Document Scanner manufacturer's warranty.

- 3.1.2.1** Document scanner must at no charge include a three year, manufacturer's exchange warranty that provides for next business day replacement. When the replacement scanner is received, the defective unit will be boxed and returned to the manufacturer.

3.1.3 Equivalent products.

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Pricing Pages.

CRFQ 0803 DOT1800000028
REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by including a Unit Price per scanner. If submitting online in Oasis, the Extended Cost will automatically calculate when the Unit Price is entered. If submitting on paper, the Extended Cost and the Grant Total Cost will automatically calculate when the Unit Price is entered. However, it is the vendors' responsibility to ensure the calculations for their bid is correct before submitting. Prices must include shipping to WVDOH Information Services Division, 1900 Kanawha Blvd E, Building 5 Room 920, Charleston, WV 25305. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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REQUEST FOR QUOTATION
Kodak i2420 Scanner or Equal

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Rhea Schultzberg
Telephone Number: 212-779-0800
Fax Number: 212-779-0803
Email Address: rheas@1strun.com