



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

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000219290

SO Doc ID: DOT18000000028

Legal Name: Y & S TECHNOLOGIES INC

Published Date: 10/2/17

Alias/DBA:

Close Date: 10/6/17

Total Bid: \$127,200.00

Close Time: 13:30

Response Date: 10/04/2017

Status: Closed

Response Time: 15:12

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 ESR10041700000001425	1

VENDOR

000000219290

Y & S TECHNOLOGIES INC

Solicitation Number: CRFQ 0803 DOT1800000028

Total Bid : \$127,200.00

Response Date: 2017-10-04

Response Time: 15:12:22

Comments: Y&S Offered an equivalent product that exceeds specifications with 3 Exchange warranty as requested.

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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	\$424.000000	\$127,200.00

Comm Code	Manufacturer	Specification	Model #
43211711			

Extended Description :	KODAK i2420 SCANNERS OR EQUAL
------------------------	-------------------------------

Comments: Meets or exceeds specifications requested

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:

Address:

Contracting business entity's authorized agent:

Address:

Number or title of contract:

Type or description of contract:

Governmental agency awarding contract:

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

Signature:

Date Signed:

☐ Check here if this is a Supplemental Disclosure.

Verification

State of WV, County of Kings:

I, Saul Finck, 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 4 day of Oct 2017.

Notary Public's Signature

Joseph Katzoff

Notary Public State of New York

Qualified in Kings County No. 24-6013359

Commission Expires September 14, 2018

Joseph Katzoff

Notary Public State of New York

Qualified in Kings County No. 24-6013359

Commission Expires September 14, 2018

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 27, 2017 due by 2:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Scanners
BUYER: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1800000028
BID OPENING DATE: 10/04/2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 04, 2017 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Saul Finck Midwest Sales Rep
(Name, Title)
Saul Finck Mid West Sales Rep
(Printed Name and Title)
383 Kingston Ave # 357 Brooklyn NY
(Address)
718-473-0284 EXT 203 718-360-9627 11213
(Phone Number) / (Fax Number)
SauleyandS Tech. com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Yand S Technologies
(Company)

[Signature]
(Authorized Signature) (Representative Name, Title)

Saul Finck Midwest Sales Rep
(Printed Name and Title of Authorized Representative)

10/4/17
(Date)

718-473-0284 EXT 203 718-360-9627
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT1800000028

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.

Y and S Technology
Company

[Signature]
Authorized Signature

10/04/17
Date

NOTE: This addendum acknowledgment 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.

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.



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:

Yand S technologies
383 Kingston Ave #357
Brooklyn, NY 11213

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN #

61-1569225

DATE

10/04/17

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	\$424.00	\$127,200.00

Comm Code	Manufacturer	Specification	Model #
43211711	XEROX	EXCEEDS SPECIFICATIONS	6440 DOCUMENT

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

CRFQ 0803 DOT1800000028
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.

CRFQ 0803 DOT1800000028
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: Sgt/ Finck

Telephone Number: 718-413-0284

Fax Number: 718-310-9627

Email Address: Sgt/eyant@red.ion

CRFQ 0803 DOT18000000028
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.

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.

CRFQ 0803 DOT18000000028
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

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

CRFQ 0803 DOT1800000028
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.

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



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	3

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:

Yant S Technologies
383 Kingston Ave # 357
Brooklyn NY 11213

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN #

61-1569225

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	\$424.00	127,200.00

Comm Code	Manufacturer	Specification	Model #
43211711	XEROX	EXCEEDS	DOCUMENT 6440

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

DOT1800000028	Document Phase Final	Document Description ADDENDUM_1: Kodak i2420 Scanners or Equal (DOT6318C0026)	Page 3 of 3
---------------	--------------------------------	--	------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: TE 5 Technologies

Authorized Signature: [Signature] Date: 10/02/2017

State of New York

County of Kings, to-wit:

Taken, subscribed, and sworn to before me this 2 day of October, 2017.

My Commission expires 06/05/21, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

ELIAS KAPELUSCHNIK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6359720
Qualified In Kings County
My Commission Expires 06-05-2021

Purchasing Affidavit (Revised 07/07/2017)

Y&S technologies

Solutions that drive results

Solicitation DOT1800000028
KODAK i2420 or Equal
Mark Atkins D
Division Highways

Proposal

Dear Mark,

After extensive research, we are proposing a solution from **Xerox**. Xerox Corporation known as Xerox, stylized as xerox since 2008, and previously as XEROX from 1960 to 2008) is an American global corporation that sells document solutions [clarification needed] and services, and document technology products in more than 160 countries.[3] Xerox is headquartered in Norwalk, Connecticut (moved from Stamford, Connecticut in October 2007),[4] though its largest population of employees is based around Rochester, New York, the area in which the company was founded. The company purchased Affiliated Computer Services for \$6.4 billion in early 2010.[5] As a large developed company, it is consistently placed in the list of Fortune 500 companies.

Scanners

For the 300 Scanners we are offering the **Xerox MFR# XDM6440-U** that exceeds the specifications requested. **Xerox DocuMate 6440 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - 60 ppm (Mono) - 60 ppm (Color) - Duplex Scanning - USB DUPLEX COLOR ADF SCANNER 3 Year exchange warranty. I have attached Datasheets and specification breakdowns showing our proposed unit meets or exceeds the specifications of the Kodak.**

Duty Cycle: 6000 pages/day
ADF Minimum Paper Size: 2" x 2" in
Image Enhancement Technology: Visioneer Acuity
Drivers: TWAIN, EMC Captiva, ISIS, and WIA Driver
Imaging sensor: Charge Coupled Device (CCD)
Dimensions: 12.5 x 9.4 x 26.8 (WxDxH)
Light Source: LED (light emitting diode) instant on
Weight: 9.2 lbs.
Speed @ 200 dpi, b&w, duplex: 120 ipm
ADF Maximum Paper Size: 9.5" x 118" in
Kofax Certified: n/a
Output Bit Depth: 24 bit color, 8-bit grayscale, 1-bit black and white
Background Color: Black
Interface: Hi-speed USB 2.0 (3.0 compatible)
Optical Resolution: 600 dpi
ADF Capacity: 80 sheets (20 lb. paper)
Supported Operating Systems (OneTouch 4): Windows 10, 8, 7, Vista, XP
Speed @ 200 dpi, b&w, simplex: 60 ppm
Paper Thickness/Weight: 7 - 110 lbs.
Visioneer OneTouch Technology (PC): Yes

Y&S technologies

Solutions that drive results

Pricing Breakdown

Part #	Product	Qty.	Quoted Price	Ext. Price
XDM6440-U	Xerox DocuMate 6440 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - 60 ppm (Mono) - 60 ppm (Color) - Duplex Scanning - USB DUPLEX COLOR ADF SCANNER 3 Year exchange warranty.	300	\$ 424.00	\$ 127,200.00
Total Price: \$ 127,200.00				

Insurance

Y&S technologies holds all required commercial, Automotive and liability insurance and can provide a **certificate of insurance** if requested.

Datasheets and Full specifications

I have attached documents showing that our scanner exceeds the specifications requested and datasheets

Y&S References

- 1) **Hamilton County, Chattanooga TN. We sold over \$70, 000 worth of Scanners (Fujitsu and Canon). Point of contact is Finely Knowles, Ph #423-595-7124, E-mail Finley.k@hamiltontn.gov.**
- 2) **Trinidad State Junior College, Trinidad CO. We sold over \$70,000 of Canon scanners. The point of contact is Doug Bak who is the Director of IT. Doug can be reached at #719-846-5513, E-mail doug.bak@trinidadstate.edu.**
- 3) **Co Community College System We sold Over \$300,000 worth of Scanner equipment to the college system. The point of Contact is Ken Campion who is the Director of Information Technology, Ph 720 858-2829 , E-mail Ken.Campion@cccs.edu**
- 4) **Kern County Courts, Bakersfield CA. We sold over \$75,000 of Canon scanners and warranties Point of contact David MacDonald Ph# 661-868-2118, email. David.macdonald@kern.courts.ca.gov.**
- 5) **Department of Hawaiian Home Lands, Kapolei, HI. We sold over \$20,00 of Canon scanners in April 2017 Point of Contact Kamana'o Mills Ph# 808) 620-9508 email. kamanao.mills@hawaii.govPoint of Contact**

Y&S Technologies

Solutions that drive results

- 6) **Spokane Public schools. Spoken WA. We are in the middle of a contract worth over \$200,000 selling Lexmark Scanners. Point Of Contact Lisa Thompson PH# 509-354-7188 Email LisaTh@spokaneschools.org**

Point of Contact

Saul Finck (Sales Manager) will be your point of contact for this contract and will assist the State and its personnel in any matters related to this contract. Saul's Contact Information is as follows PH #718-473-0284, Ext 203. E-mail Saul@yandstech.com

Lead Time

We can provide delivery as requested.

Brief History of our Company

Y&S Technologies have been in business for over Ten years with our primary focus on the education and government sector. Our senior staffs have over 30 years of combined experience, selling and servicing the academic and government market. Y & S Technologies was established in the midst of the worst recession since the Great Depression. We have not only survived but we have grown our business every year by a minimum of 20%. We offer our customers highly competitive solutions, the best products at the best prices, and a high level of service and support. These directly contribute to our successful and expanding business.

If you should need any further information please feel free to contact me at your earliest convenience. Thanking for the opportunity to do business with your prestigious county.

Saul Finck



Sales Manager
Y&S Technologies

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	\$ 424.00	\$ 127,200.00
Grand Total Cost				\$ 127,200.00

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

Vendor Name: _____ Y&S Technologies _____

Authorized Representative: _____ Saul Finck _____

Phone: _____ 718-473-0284x203 _____

Email: _____ saul@yandstech.com _____

Xerox® DocuMate® 6440 Scanner

Fast, well-rounded scanner for businesses of any size, in any industry, including yours.

Features:

- Scans Plastic ID cards through automatic document feeder
- Max document size 241 x 2997 mm
- Scan speeds up to 40 ppm / 80 ipm*
- 6,000 page daily duty cycle
- Visioneer® OneTouch® scanning to multiple applications
- Visioneer Acuity image enhancement software and Nuance Software bundle
- Create searchable PDF files to make it easy to find scanned documents

*300 dpi, b&w, greyscale, or colour, on A4 size paper

**20 lb., 75-90 g/m² paper



EFFECTIVE PAPER MANAGEMENT

Information is the lifeblood of every business. In today's digital world, it's important to be able to manage paper documents and unlock business-critical data stored in documents. The Xerox® DocuMate® 6440 is one of the fastest and most user-friendly scanners in its class. With its advanced paper handling technology, integrated image enhancing software and a small footprint, the DocuMate 6440 is packed with features that will change how you look at and manage paper documents and information.

NO INDUSTRY LEFT BEHIND

Its versatility, combined with advanced features makes the DocuMate 6440 an attractive solution for banking, education,

energy, financial, government, healthcare and manufacturing industries. Plastic ID cards, as well as paper documents, can be scanned through the automatic document feeder (ADF) which holds up to 80 pages**. Fast scanning speeds of 60 ppm and 120 ipm in duplex, plus a 6,000 page daily duty cycle ensures the technology is a productive addition to your document capture workflow.

AUTOMATED WORKFLOW WITH ONE EASY TOUCH

The DocuMate 6440 is powered by Visioneer® OneTouch® technology to scan documents instantly to one of nine preset, yet completely configurable destinations. Visioneer OneTouch takes control of your document management workflows and scans in data using the optimal

settings for resolution, colour, duplex, auto-crop, auto-straighten and file format, and then delivers it to virtually any application, folder or device at the touch of a button.

Working together with Acuity image enhancing software, imagine the workflow possibilities of delivering perfect scanned paper documents in a searchable PDF format to email or Microsoft® SharePoint® or a custom web application for your enterprise, all right at your fingertips. Not only is this a productivity gain, but it greatly reduces the training time for scanner users, further helping your return on investment.

Xerox® DocuMate® 6440 Scanner Software and Specifications

VISIONEER® ACUITY

Visioneer Acuity with DriverPLUS technology enables your scanner to instantly improve the visual clarity of scans. Using advanced algorithms, Acuity will intelligently correct documents containing imperfections, improve quality of scanned images for archiving, increase OCR accuracy, and save time.

VISIONEER ONETOUCH®

OneTouch connects your scanner with a powerful set of settings so with one touch of a button the scanned document is automatically sent to a preconfigured destination such as email, your printer, a file folder, or one of many cloud destinations.

NUANCE® OMNIPAGE® ULTIMATE

OmniPage Ultimate provides a precise OCR and layout retention solution, quickly turning scanned documents into editable, formatted text. The text can then be used in virtually any word processing, desktop publishing or web publishing program.

NUANCE PAPERPORT®

Nuance PaperPort combines the efficiency of document management, the convenience of superbly scanned documents and the power of creating PDF files, to bring a new level of operational proficiency to your workflow.

NUANCE POWER PDF

Nuance Power PDF is the smarter PDF software choice for small and large businesses. Combining powerful functionality, superior Microsoft® Office® support, built-in intelligence, document management system integration, and intuitive, ease of use, Nuance Power PDF provides everything you need to create, convert, edit, assemble, and securely share PDF files for increased productivity, enhanced collaboration, and improved compliance.

For more information about the Xerox line of scanners, visit www.xeroxscanners.com

Xerox® DocuMate® 6440 Product Specifications	
Model Number	XDM6440-U
Xerox Part Number	100N03218
Scan Speed	40 ppm / 80 ipm: 300 dpi (black & white, grayscale, or color)
	60 ppm / 120 ipm: 200 dpi (black & white, grayscale, or color)
Scan Method	Duplex Automatic Document Feeder
Optical Resolution	200, 300, 600 dpi
Interpolated Resolution with Visioneer Acuity	50, 75, 100, 150, 400, 500, 1200 dpi
Image Sensor	CCD (Charge Coupled Device)
Light Source	LED (light emitting diode) instant on
Background	Black
Output Bit Depth	24-bit colour, 8-bit greyscale, 1-bit black & white
Scanning Media Supported	Paper, plastic ID cards, photos
Interface	Hi-speed USB 2.0 (3.0 compatible)
Maximum Card Thickness	1.25 mm (0.051")
Scanner Dimensions (paper trays extended)	316 x 239 x 680 mm (12.5" x 9.4" x 26.8")
Scanner Dimensions (paper trays collapsed)	316 x 168 x 191 mm (12.5" x 6.6" x 7.5")
ADF Minimum Document Size	51 x 51 mm (2" x 2")
ADF Maximum Document Size	241 x 2997 mm (9.5" x 118") @ 200 dpi
Maximum Scan Area	216 x 2997 mm (8.5" x 118") @ 200 dpi
Document Weight	7-110 lbs. (28 ~ 413 g/m ² paper)
ADF Capacity	80 pages (20 lb., 75 ~ 90 g/m ² paper)
Weight	4.2 kg (9.2 lb.)
Duty Cycle	6,000 pages

BOX CONTENTS

- Xerox® DocuMate® 6440 Scanner
- Power Cable
- USB Cable
- Power Supply
- Quick Installation Guide
- Technical Support Card
- DVD-ROM including:
 - User's Manual
 - Nuance OmniPage Ultimate
 - Nuance PaperPort
 - Nuance Power PDF
 - Visioneer OneTouch
 - Visioneer Acuity
 - Scanner Drivers: TWAIN, EMC® Captiva® ISIS® and Microsoft Windows Image Acquisition (WIA) Driver

PC MINIMUM SYSTEM REQUIREMENTS

- Intel® Pentium® IV or equivalent processor
- Compatible with
 - Windows® 10 Pro, Home, Enterprise and Education
 - Windows 7 Pro, Home, Enterprise and Ultimate
 - Windows 8/8.1 Pro, Core and Enterprise
 - Windows Vista® Home Basic, Home Premium, Business, Enterprise, Ultimate, Starter
 - Windows XP® Home, Professional
- 2GB RAM
- 350 MB available hard disk space
- Dual layer DVD-ROM drive
- USB port



Xerox DocuMate 6440



By William Harrel June 19, 2017 3:58PM EST June 19, 2017

Editors' Rating: ●●●●○ EXCELLENT



PCMag reviews products independently, but we may earn affiliate commissions from buying links on this page. [Terms of use](#).



MSRP

\$495.00

LOWEST PRICE

\$459.00

Amazon

\$459.00
+FREE SHIPPING

PROS

Low price. High daily duty cycle for price. Excellent OCR accuracy. Includes PDF creation and editing and document management software. Large ADF for price.

CONS

Much slower than Xerox's ratings. Lag time between scanning and saving to searchable PDF is significant.

BOTTOM LINE

For well under the cost of several similarly rated document scanners, the Xerox DocuMate 6440 scans more than fast enough for the price and it's highly accurate.



We've reviewed several sheet-feed document scanners with speed ratings above 50 pages per minute (ppm) when scanning in one-sided mode, and over 100 images per minute (ipm) in two-sided mode. But we haven't tested many with ratings in this range that are comparable in price to the Xerox DocuMate 6440 (\$495). In testing, it, like several other similarly rated document scanners, it didn't come close to Xerox's published ratings, especially when scanning to searchable PDF. But it does outpace similarly priced models and it scans quite accurately, making it our latest top pick for moderate-to-high-volume scanning in a small office or workgroup.

//Compare Similar Products

[COMPARE](#)

Canon imageFormula DR- M160II



Best Price

[Amazon](#)

HP ScanJet Pro 3000 s3 Sheet- Feed Scanner



\$398.00

[Amazon](#)

Canon imageFormula DR- C225



\$328.02

[Amazon](#)

HP ScanJet Enterprise Flow 5000 s4 Sheet- Feed Scanner



\$581.06

[Amazon](#)

Affordable but Packed With Features

A two-tone scanner, the 6440 has a dark-blue face and off-white input and output trays and chassis. It comes completely assembled; instead of with the attachable automatic document feeder (ADF) that we see on many models, its trays fold out and extend from its chassis. It measures 7.5 by 12.5 by 6.6 inches (HWD) with its trays closed and weighs 9.2 pounds, which is close in size and a couple of pounds heavier than the higher-priced

Canon imageFormula DR-M160II. The HP ScanJet Pro 3000 s3 Sheet-Feed Scanner and the Canon imageFormula DR-C225, both Editors' Choice models, are close in size and a few pounds lighter.



As is also the case with the the Canon DR-M160II and the HP ScanJet Enterprise Flow 5000 s4 Sheet-Feed Scanner (**\$581.06 at Amazon**), the 6440 comes with an 80-sheet ADF. The ScanJet 3000's ADF holds just 50 sheets, and the Canon DR-M225's ADF is smaller still at 30 sheets. At 6,000 pages, the DocuMate 6440's daily duty cycle falls on the higher end of the scanners mentioned here. While the DocuMate 6440 doesn't cost as much, nor is it as fast, its specs are more in line with its costlier, higher-rated competitors.

Also like the higher-priced ScanJet 5000 and DR-M160II (**Best Price at Amazon**), the 6440 (**\$459.00 at Amazon**) lets you define workflow destinations (profiles containing resolution, destination, file type, and so on) that you can then select from the device's control panel, essentially choosing a profile and initiating a predefined scan with the touch of just two buttons. The DocuMate 6440's control panel consists of a digital readout-like display, Up and Down buttons for scrolling through profiles, and Simplex (one-sided) and Duplex (two-sided) buttons for executing scans.

The 6440 comes with several predefined profiles, such as Scan to Searchable PDF, Scan to Email, and scan to one of several applications, including Acrobat Reader, Nuance PaperPort, and Microsoft Word, Excel, and SharePoint. You can also add your own programs and edit existing or create your own profiles. Supported file formats are image and searchable PDF, BMP, DOC/DOCX, JPEG, PNG, RTF, TIFF, TXT, and XLS/XLSX.

Easy Setup, Robust Software

It's a straightforward process to get the 6440 out of its box and set up. Its only connection option is USB 2.0, but in its marketing material and documentation, Xerox claims that it's "USB 3.0 compatible," but all that really means is that it's backward compatible via a USB 3.0 port, as all USB 2.0 devices are. In other words, you can connect it with a USB 2.0 cable to a USB 3.0 port, but you can't connect it with a USB 3.0 cable, which would in turn allow it to support the faster USB technology.



[View All 5 Photos in Gallery](#)

During our setup, the installation disk found the scanner right away and installed an impressive software bundle, which includes Visioneer Acuity, Visioneer OneTouch, Nuance PaperPort, Nuance OmniPage Ultimate, and Nuance Power PDF. Visioneer Acuity is a program similar to Kofax VRS, in that it analyzes and enhances poor scans to increase image quality, thereby improving optical character recognition (OCR) for converting scanned text to editable text. The DocuMate 6440 is also Kofax VRS compatible (though the Kofax program is not included).

Visioneer OneTouch is a scanning interface. Its user interface consists of several buttons that you click or touch once to initiate a scan based on a specific profile. It also has a backend for creating and editing workflow profiles, and it's the program that the scanner uses to interact with your PC to display profile numbers on the machine's control panel, for, essentially, one-touch scanning from the scanner itself.

Nuance PaperPort is a popular document management program, and Nuance OmniPage Ultimate is an industry-standard OCR program. And, finally, Nuance Power PDF is a PDF creation and editing program along the same lines as Adobe Acrobat Pro DC. The only thing missing is a dedicated business card scanning and archiving program, such as Presto! BizCard or IRIS Cardiris, but then, given the low price of this scanner, paying a little extra for that software doesn't seem unreasonable.

Fast, but Not As Fast As Rated

Xerox rates the 6440 at 60ppm and 120ipm. In not one of our tests, even when just scanning, without the subsequent lag time (the time between the last page hitting the output tray and the scan being saved to a useable file format), did the DocuMate come within striking distance of Xerox's ratings.



It churned through our 12-page Microsoft Word monochrome text document at 50ppm and 85ipm, which, without any additional processing to convert and save a file, is significantly lower than its ratings. (I tested using Visioneer OneTouch at both the default 300dpi and the recommended 200dpi over USB 2.0 from our standard Core i5 testbed PC running Windows Professional 10. Both resolutions delivered nearly identical speeds, but the 200dpi setting wasn't nearly as accurate.)

When scanning and saving the same document to image PDF, the 6440 managed 40ppm and 77.9ipm, which was significantly slower than the Canon DR-M160II, about the same as the costlier ScanJet 5000, and significantly faster than the much lower-rated and similarly priced ScanJet 3000 and Canon DR-C225 **(\$328.02 at Amazon)**.

 **See How We Test Scanners**

The 6440's score of 1 minute, 3 seconds for scanning and saving our two-sided, 25-sheet (50 pages) text document to searchable PDF falls behind all of the scanners discussed here, except the DR-C225, which was just a few seconds behind.

Awesome OCR

When scanning at Visioneer OneTouch's default 300dpi resolution, the DocuMate 6440 managed some of the best results we've seen from a sheet-feed document scanner. It maintained accuracy when scanning our Arial test page without mistakes down to 5 points, and our Times New Roman page down to 6 points. Of the other scanners discussed here, only the Canon DRM160II's 5 points for each font was better, although some of the others, such as the Canon DR-M225 and the HP ScanJet 5000, were only a point higher on either one or both serif and sans-serif test pages, and the ScanJet 3000 managed a respectable 6 points on our Arial test page and 8 points on our Times New Roman page.

The DocuMate 6440 also converted our decorative font and other not-so-common font pages with higher accuracy than many of its competitors. While the DocuMate 6440 may not be a screamer (compared with its ratings), its OCR accuracy is above average.

Speedy for the Price

The 6440 has a significantly larger ADF and much higher daily duty cycle than its similarly priced competitors. It also has much higher rated speeds, though, in our tests it didn't perform nearly as close to its ratings as its similarly rated competitors. Usually, we would find this sufficient for significantly downgrading our quality rating, but, given its low price, we're a little more tolerant.

If you truly need speeds close to 60ppm and 120ipm, you'll have to spend about twice as much for something like Canon's imageFormula DR-M160II, or you can get even higher speeds with HP's ScanJet Enterprise Flow 7000 s3. As for similarly priced document scanners, the Xerox DocuMate 6440 offers higher capacity and outperforms the ones we've tested, making it our new Editors' Choice for moderate-to high-volume scanning in a small office or workgroup.

Xerox DocuMate 6440

●●●●○ EXCELLENT EDITORS' CHOICE



\$459.00

at Amazon



Bottom Line: For well under the cost of several similarly rated document scanners, the Xerox DocuMate 6440 scans more than fast enough for the price and it's highly accurate.