



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 @ 4

List View

### General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 357713

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 1600

Vendor ID: VS0000013200

SO Doc ID: SOS1800000003

Legal Name: IMAGENET LLC

Published Date: 8/14/17

Alias/DBA:

Close Date: 8/17/17

Total Bid: \$35,700.00

Close Time: 13:30

Response Date: 08/15/2017

Status: Closed

Response Time: 13:24

Solicitation Description: Addendum No.01; Redaction Services of UCC Documents

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 357713

**Solicitation Description :** Addendum No.01; Redaction Services of UCC Documents

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-08-17 13:30:00	SR      1600 ESR08151700000000586	1

<b>VENDOR</b>
VS0000013200 IMAGENET LLC

**Solicitation Number:** CRFQ 1600      SOS1800000003

**Total Bid :** \$35,700.00      **Response Date:** 2017-08-15      **Response Time:** 13:24:34

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Document redaction of UCC documents	170000.00000	PAGE	\$0.210000	\$35,700.00

Comm Code	Manufacturer	Specification	Model #
81112005			

**Extended Description :** Agency Estimated Quantity is 170,000 actual amount may be more or less.



Response to Solicitation Number SOS1800000002:

## Digital Document Redaction Services - UCC Documents

Presented to:

West Virginia Secretary of State



Prepared by:

Carlos Baltodano, Director of Business Strategy  
Imagenet, LLC  
5401 W. Kennedy Blvd., Suite 150  
Tampa, FL 33609  
Phone 813.999.8397  
cbaltodano@imagenetllc.com

August 15, 2017

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**COVER LETTER**

Tuesday, August 15, 2017

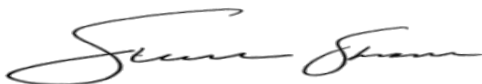
West Virginia Secretary of State  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Secretary of State Representatives,

Our organization appreciates this opportunity to introduce our organization to you and respond to the respective solicitation. Imagenet has been delivering Personal Identifiable Information and Personal Health Information data conversion from our seven (7) U.S. offices for over sixteen years. Currently, 75 public and private sector clients depend on us to manage their data processing needs. Imagenet currently has the equipment, team members, project managers, and subject matter experts in place at our Tampa, FL facility to execute your expectations in meeting all required specifications including accuracy and timeliness in our redaction process.

Our organization is 100% vertically integrated. Meaning, only Imagenet employees, utilizing only Imagenet equipment will ever have access to your data. File processing, transfers and storage is all provided by Imagenet.

Authorized Officer



Steve Strawn  
CEO  
SStrawn@Imagenetllc.com  
206-423-2262

Proposal Contact



Carlos Baltodano  
Director of Business Strategy  
CBaltodano@Imagenetllc.com  
813-999-8397



## COMPANY HISTORY

I. Years in Business: Seventeen (17), since 2000

II. Number of Employees: > 450

III. Office Locations:

**Tampa Office**

5401 W. Kennedy Blvd. Ste. 150  
Tampa, FL 33609

**Alameda Office**

2490 Mariner Square Loop. Ste. 250  
Alameda, CA 94501

**Newport Beach Office**

4910 Birch Street. Ste. 101  
Newport Beach, CA 92660

**Boise Office**

690 S. Industry Way. Ste. 40  
Meridian, ID 83642

**Phoenix Office**

2400 W. Dunlap Ave. Ste. 130  
Phoenix, AZ 85021

**Alaska Office**

2600 Denali Street. Ste. 300  
Anchorage, AK 99503

**Kent Office**

6411 S. 216th Street  
Kent, WA 98032



IV. Additional Vendor Information:

FEID: 47-0885172

DUNS: 126094585

CAGE CODE: 3W6D1



# RESUMES

## Project Manager

### Vidhya S. Bhat - Vice President, Operations

#### Skills:

**Software/Database** Visual Basic, Visual C++, Scripting languages such as JavaScript and  
**Proficiencies** VBScript, Apple -WebObjects, Java, ASP, Perl, MS Office, Crystal Reports, PL/SQL, technologies such as HTTP, XML and SOAP

**Operating System** includes UNIX, Windows Environments.

**Proficiencies** Various versions of Oracle and SQL Server databases.

- Desktop and client/server relational database application development using VB, Access, and SQL Server
- Integrated MS Office workflow application design and development
- Software Development
- Team Management
- Capacity Planning
- Load Balancing
- Project Management
- Distributed Systems
- Monitoring and Metrics
- Relational Databases

#### Experience:

- Enterprise application and web services development using Visual Studio .Net

2004 – Current Imagenet LLC

#### Vice President, Operations

- Started and continue to manage all aspects of United States based full mail room, Paper to EDI, and *Micrographics business*.
- Provide effective and inspiring leadership by being actively involved in all programs and services, developing a broad and deep knowledge of all programs.
- Promote a culture of high performance and continuous improvement that values learning and a commitment to quality
- Identify opportunities for Imagenet to leverage cross-program strengths to take advantage of new opportunities
- Lead, coach, develop and retain Imagenet' technical talent
- Ensure continued financial viability of Imagenet's various operational units through sound fiscal management
- Provide the necessary infrastructure to ensure successful client implementations and continued support.

1996 – 2004 Hexcel Structures Kent, WA

**Programmer/Analyst**

- Conceptualized and developed the first version of the Hexcel Intranet, which has since grown to be a vital part of the company's manufacturing and communication process
- Successfully implemented the vision to replace legacy applications with a combination of wireless technology and web interfaces that communicate with an Oracle database
- Developed a secure web enabled application using SOAP over HTTP that automates the authoring and approval of the Manufacturing Plan Process that has received excellent reviews from Boeing Auditors
- Implemented a Document Imaging System that has made for extremely easy storage and retrieval of critical documents. Part of a team that implemented a Labor Collection Solution that is critical to the business
- Developed solutions to interface HR & Payroll with the Labor Collection System and keep intrinsic connections going during vendor upgrades
- Developed numerous applications to automate simple manual tasks such as Personnel Change Notifications, IT Help Request System etc. using ASP
- Currently working on implementing Microsoft's Content Management Services across the company Intranet

1995-1996 CSC Corporation Hampton, VA

**Systems Analyst**

- Responsibilities included software maintenance of the Distributed Mass Storage System at NASA Langley Research Center that managed terabytes of data
- Implemented a configuration based multi hierarchy scheme to improve performance by redirecting files to appropriate high-speed storage devices
- Provided support for disk arrays, HiPPI switches and AIX, updated several test suites to verify functionality of Unitree software and was on the panel to test Washington University based FTP
- Represented NASA Langley Research Center in the Unitree Users Group

1994-1995 Unisys Corporation Virginia Beach, VA

**Systems Analyst**

- Envisioned, designed, and implemented a POS (Point of Sale) System for quick and efficient processing of Medicaid claims
- Responsibilities included developing and implementing software for communications between various networks using different protocols and providing the desired throughput for information processing
- Developed a Control Information System to provide real time statistical and other useful information about the system as claims are being processed
- Proved to be an indispensable tool for real time system analyses

1992-1995 Hampton University Hampton, VA

**Research Assistant**

- Developed a parallel algorithm in 'C' for data flow analysis on a 64 node nCube Supercomputer
- This is a tool for software testing and finds applications in compiler construction, code debugging, and optimization

**Education**

Hampton University, VA May 1995 MS - Computer Science GPA 3.9

## **Patrick M. Smith - Director, Security and Compliance**

### **Work Experience:**

#### **United States Air Force - 2003 to Present**

##### Team Chief, Web Based Applications

Responsible to the design, development, implementation and administration of critical applications designed to coordinate mission critical information, resources, training and deployment exercises.

Active, Secret Security Clearance Holder

#### **Imagenet, LLC - 2015 to Present**

##### Director, Security and Compliance

Responsible for Imagenet's strategic security planning to achieve its mission objectives in collaboration with Imagenet's client partners. This encompasses developing and providing strategic management of Imagenet's information security program and managing IT security operations, in collaboration with each division specialist and industry third party auditors and partners.

#### **CareSource Management Group – Dayton, Ohio - 2006 to 2015**

##### Director, Operations

Responsible for ensuring compliance with all State and Federal regulations including but, not limited to: claims / benefit administration, claims payment, appeals resolution; oversight of Plan Partners' response to claims / claim appeals; reporting on claims data submission for regulatory audits and filings to the State and Federal Government; claims related reporting for NCQA and HEDIS audits; as well as production of management reports related to claims payment and appeal resolution. Identified and recommend enhancements to the Claims Department and its supporting systems to ensure business processes and systems are aligned to maximize process efficiency within the organization. Provided strategic guidance to the organization on operational functions. Acted as mentor for CareSource's Group Mentoring Program and served as a member of the International Claims Association Health Committee.

##### Manager, Claims

Lead large scale efforts to refine and enhance inbound EDI transactions, pre-& post adjudication logic, 4010-5010 transition. Lead interdepartmental technical teams to develop autonomous system resources to process routine claims transactions. Responsible for the coordination of human and technical resources to ensure compliance with all State and Federal claims payment regulations. Directly responsible for the organization's weekly check write and 835 transaction processes. Served as the organization's provider and member facing resource for tradeshow, State forums and regulatory audits.

##### Manager, Provider Appeals

Lead a campaign of dynamic process improvement strategies that led to a 180% improvement in the workload backlog. Chaired committees and workgroups dedicated to making ethical claims payment decisions while enforcing national coding standards. Developed employee engagement programs to promote integrity, speed and accuracy in the department's day to day operations.

**Education:**

Central Texas College 2010 - Organizational Leadership

US Airforce Non-Commissioned Officer Leadership Academy 2009 – Organizational Leadership

Community College of the Air Force 2005 – General Studies

US Airforce aviation transportation controller Academy 2006

US Army | Airforce Aviation Logistics Academy 2004 - Advanced Helicopter Mechanics; Flight Theory

Auburn Post-Secondary 2003 - Advanced Physics and Calculus; Interactive multi-media technology studies: Audio and video production / marketing strategies, computer generated drawings and organizational leadership.





## Robust Security

We understand that successful execution of the State's project requires more than just document redaction services. Given the type of information contained within the documents it also requires a partner with a robust security regimen and well-developed risk mitigation strategies. Imagenet offers 17 years' experience in providing critical business process programs to hundreds of private and public organizations. The successes of our program solutions demonstrate not only our capabilities in handling high-volume, complex engagements, it also demonstrates our capabilities in processing sensitive data that is subject to strict client regulatory requirements.

By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. Audited and compliant as SOC/AT101 (SSAE 16) and PCI-DSS Level 1, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. The State can be assured that our operations are inherently designed to mitigate project risks. Some highlights of Imagenet's safeguards that will ensure the security of all State documents and data within our possession are presented below.

### *Administrative Safeguards*

- Imagenet has a designated Security Officer who is responsible for developing and implementing all required policies and procedures, as well as manuals, guidance, and employee training.
- Procedures clearly identify employees or classes of employees who will have access to hardcopy and electronic PII. Access to PII is restricted to only those employees who have a need for it to complete their job function.
- Procedures address access authorization, establishment, modification, and termination.
- Imagenet maintains an ongoing training program regarding the handling of PII, as well as security awareness and ethics; employees undergo initial training upon hire, with refresher training provided annually.
- Full background employee screenings that cover criminal/civil background checks, drug screening (as required), past employment verification, education level, technical experience level, reference check, government/military experience, and background diversity of performing numerous jobs and tasks.
- Each Imagenet staff member is required to sign a confidentiality/non-disclosure agreement upon employment, and will sign client-specific confidentiality agreements as required.
- We typically implement contractual clauses stating that Imagenet will meet the same data protection requirements that apply to the covered entity.
- Procedures are in place to address and respond to actual or potential security breaches, to include written client notification of any non-permitted use or disclosure of PII.

## *Physical Safeguards*

- Client work is performed in a secured area that is protected by key access reader technology and security camera monitoring. Imagenet's operational project team is responsible to ensure that all hardcopy documents and project-specific materials are accounted for and maintained within a secured designated storage area.
- Operations (prime and backup) maintain uninterruptible power supply for all equipment and systems supporting the project and its operations, including generators. There are multiple feeds to avoid a single point of failure in the power supply, with ample surge protection devices installed.
- All employees are required to wear Imagenet issued identification badges at all times and carry facility access cards for entrance into Imagenet main operations center and warehouses.
- CCTV is installed on all facility entrances/exits, as well as receiving, production, storage, and computer room areas.
- Imagenet's document reconciliation program provides a full life cycle audit trail, from receipt of delivery through processing and return delivery.
- Incoming visitors are not allowed entrance to the building unattended, and must register at the front desk to obtain a visitor badge and entrance to the lobby. Visitors are allowed into production-related areas only when accompanied by a Imagenet employee with valid access privileges.
- Clean work area policy - employees are required to leave coats, purses, briefcases, and other personal items in lockers outside of production areas.
- Any client information provided for training purposes and quality control examples is kept secured until shredded in accordance with strict destruction protocol.
- Servers and communication lines are located in a separate room within the IT Department. They also require individually assigned swipe card clearance – only IT staff that requires access to the server room is granted access.
- Computer screens automatically lock after 15 minutes of idle time to protect and prevent the display of any confidential information. Employees are also required to lock PCs before leaving their desks for breaks.
- Sites are outfitted with full fire suppression systems, as well as alarm systems, that are integrated with the local fire and police departments.
- No food, drink or any other substance that could potentially spill or otherwise damage client source material is allowed in any area where the source material is being processed or stored.

### *Technical Safeguards*

- All client processing, management and storage occur on an electronically segregated data repository instance.
- All electronic client files are isolated from any other client data.
- Access to client resources is restricted and based on a 'need to know' and segregated duties basis.
- All user access is monitored and reviewed on a regular basis.
- Breach of security systems are immediately reported in accordance with client requirements and a risk management plan installed to access and prevent further breaches.
- Removal of computer equipment, systems, temporary storage devices, flash drives, and storage disks from operations is prohibited.
- All users are required to utilize unique IDs and complex passwords.
- Anti-virus software is deployed, updated, and maintained for all desktops, servers, and firewalls.
- Imagenet regularly conducts vulnerability scans and assessments covering all internal, external, and third-party interconnects.
- All new systems, databases, applications and networks, as well as any changes, are required to be tested and approved prior to a production migration.
- Imagenet maintains firewalls to secure all perimeter entry points over the internet. In addition, networks are monitored 24x7 using intrusion detection systems through a leading managed security services provider.
- All portable computing systems are encrypted using whole disk encryption to ensure the security of sensitive data in the event of loss or theft. Additionally, Imagenet encrypts any sensitive information that is backed up to physical media, such as tape or removable disk. All data in transit is also encrypted
- All activity is logged and monitored for incident response and handling, and all internet-facing firewalls are logged and monitored on a 24x7 basis.



# Project Approach/Methodology

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## Project Implementation

### *Project Phases*

Imagenet's implementation process is a well-defined practice that couples our Business Development and Project Management groups working together before the contract is signed, and all Imagenet key internal organizations after the contract is signed. Our implementation process follows three distinct phases: design, pilot, and ramp-up. In the design phase, Imagenet will request and gather detailed project specifications from the State. From that information, we will build and present a project plan to the State for joint review. Upon State sign off, Imagenet will begin development/configuration of our internal platforms and systems to meet State requirements.

Importantly, our experience with providing Clients similar work eliminates the need for implementation hours, and the tedious learning curves involved with these types of projects. Imagenet does plan to review all State business requirements upon contract award to ensure the application of best practices and optimal operational efficiency.

### *Time of Performance*

Imagenet has the capacity and resources to implement projects very quickly. Based on our experience, the most critical factor in a speedy implementation is receiving rapid communication on questions and data sets returned to our clients. We will ensure that communication channels with the State are open, accurate, and timely.

Our experience with similar scope's of work gives us a distinctive advantage in capacity planning and ensuring we meet or exceed all milestones and turnaround time service level agreements. As per the RFQ, Imagenet will perform and adhere to all service schedules set forth by the agreement.

### *Implementation Management*

The design, implementation, and ramp up of this contract will be handled by the Imagenet Project Manager. The Project Manager will work closely with our Account Manager to ensure a smooth transition from implementation to day to day operations, at which time the Account Manager will assume primary responsibility. Implementation will also require almost daily communications between Imagenet and State project and account management staff. A detailed open items tracking log will be developed and maintained by the Account Manager to monitor all ongoing operational tasks. The log includes start date, description of the item, next steps, owner and targeted completion date.

The chart below includes the Imagenet roles that are typically engaged during client implementations.

Project Role	Project Activities/Responsibilities
Project Sponsor (individual or group)	<ul style="list-style-type: none"><li>▪ Provides resources and support for the project and accountable for enabling success</li><li>▪ Ensure issues escalated from the project are solved effectively at the organizational level</li></ul>

Project Role	Project Activities/Responsibilities
	<ul style="list-style-type: none"> <li>▪ Provide the right environment for project teams to deliver successful projects and programs</li> <li>▪ Main advocate for the client and help to control scope both internally and with the client</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>▪ Accomplish work through the project team and other stakeholders</li> <li>▪ Ensure that the project team completes the project</li> <li>▪ Create and maintain project documentation with the support of the team</li> <li>▪ Schedule, host, facilitate, and track follow up action items for project related meetings (e.g., design meeting)</li> <li>▪ Ensure project issues are escalated to project sponsor for resolution</li> </ul>
Business Analyst	<ul style="list-style-type: none"> <li>▪ Gathers requirements from sponsor, sales, and client</li> <li>▪ Main interface to sales and client to answer questions from the team</li> <li>▪ Create and maintain the Business Requirements Document (BRD)</li> <li>▪ Create and maintain workflow diagram describing overall solution</li> <li>▪ Review and sign off on test scripts and test results</li> </ul>
Systems Analyst	<ul style="list-style-type: none"> <li>▪ Create and maintain internal specification spreadsheet.</li> <li>▪ Help drive system/development issues to resolution with the technical teams</li> <li>▪ Create list of test scripts/scenarios</li> <li>▪ Review and sign off on test scripts and test results</li> </ul>
Development Lead	<ul style="list-style-type: none"> <li>▪ Provide input on design</li> <li>▪ Ensure development work is completed</li> <li>▪ Ensure that development team writes and executes test cases</li> <li>▪ Plan for deployment and provide input to release plan</li> </ul>
Account Manager	<ul style="list-style-type: none"> <li>▪ Acquire knowledge of client during life of project in preparation for assuming support of client once implementation is complete</li> <li>▪ Plan and coordinate any required operations and/or client training</li> <li>▪ Ad-hoc testing during integration testing period of project (focused on how client will use data/system/reports from a client perspective)</li> </ul>
Production Lead	<ul style="list-style-type: none"> <li>▪ Provide input on design and ensure keying standards are enforced</li> <li>▪ Ensure operations creates training materials and that internal training is delivered</li> <li>▪ Ensure operations team writes test cases and executes test cases related to operations including any reports</li> <li>▪ Plan for production ramp up and operations readiness</li> </ul>
Test Lead	<ul style="list-style-type: none"> <li>▪ Report on test results</li> <li>▪ Review test results with Business Analyst and Systems Analyst</li> <li>▪ Coordinate UAT testing</li> <li>▪ Ensure that the integration of the system has been covered through the analysis and review of the team's test scripts</li> </ul>
Tester	<ul style="list-style-type: none"> <li>▪ Create detailed test scripts</li> <li>▪ Perform integration testing</li> </ul>

## Statement of Work and Business Requirements Document Development

Imagenet will update or prepare a Statement of Work (SOW), signed off by the State, which will serve as the foundation of all project requirements. This SOW will reiterate the details of all contracted services to be provided ('what we will do') and include the project's functional and technical specifications. Upon approval, the SOW will be followed by a mutually agreed upon Business Requirements Document (BRD).

The BRD will thoroughly describe how we will deliver the solution and include details related to infrastructure, resources, and operational requirements that must be in place for a successful solution program. The BRD will also serve as a reference for Imagenet production staff when questions or issues arise during daily work activities.

The BRD lists the business rules and associated business and technical requirements that Imagenet must comply with in order to meet our contractual requirements with the State. When a question or issue arises within a standard workday, the BRD would provide appropriate guidance to Imagenet for taking State approved action to reach a resolution. Imagenet staff should be able to refer to the image conversion process step to determine the requirements and proper course of action. Finally, the BRD serves as a common understanding between the State and Imagenet. The State may also use the BRD as a reference to ensure that agreed upon services and requirements are being met.

## Proposed Processing Facility

Imagenet will continue to leverage the capabilities of our established Tampa, FL document conversion and processing facility (5401 W. Kennedy Blvd., Tampa, FL) to process State media. Access to this location is controlled by key card access. Key card access is also required for restricted areas inside the location where State documents are stored and processed. Our operations center is monitored by a 24/7 security system that includes sensors for burglary, smoke, and fire. Video cameras also monitor all interior entry points and the server room. Visitors are not allowed within the facility unless registered at the reception area (where they will be issued a Visitor Identification Badge) and accompanied by an escort while in the building. Our employees are trained to challenge any visitors whose badge is not visible. State documents are, unless securely stored in a locked and CCTV monitored area, under the direct supervision of qualified and trained Imagenet staff. Access to the documents will be based on least privilege; specifically, if an employee has no reason to access documents to perform his/her job function, access will be denied.





## REFERENCES

- **Los Angeles Unified School District - Ongoing Client**  
Mario Munoz, Associate Computer Application Specialist  
333 S. Beaudry Ave.  
Los Angeles, CA 90065  
Tel: 213.241.2771  
Email: mario.munoz@lausd.net  
Description of Services: Imagenet was awarded the contract to pickup, package, transport, prep, scan, store, and perform extensive indexing for over 350 million scanned images from Microfiche. We also fulfilled pull requests and returned requested documents electronically.
- **The University of Alabama – Dates of Service: June, 2015 - April, 2016**  
Sabrina Young, Program Specialist/Advancement Services  
Tel: 205.348.8109  
Email: slyoung@advance.ua.edu  
Description of Services: Imagenet was chosen as the vendor of choice by the University of Alabama to provide scanning, indexing, formatting and storage services for the University's Advancement Office. Imagenet performed scheduled pick-ups at the University and provided scan, prep, lift, conversion and document destruction services from our Tampa, FL office. During the course of the project Imagenet was required to pull and scan documents on request and forward digital copies to the University within twenty-four hours (24hrs).
- **King County, Washington – Ongoing Client**  
Don Jewett, WTD/Public Records Manager  
416 Occidental Ave S, Suite 210  
Seattle, WA 98104  
Tel: 206.477.5428  
Email: don.jewett@kingcounty.gov  
Description of Services: Imagenet was awarded the contract as vendor of choice for all scanning and indexing services required by King County, which is the largest county in the state of WA. In addition to scanning and indexing of millions of documents as well as Microfiche and Microfilm images per month, the project includes the handling of archival and sensitive documents that contain PII and PHI information. As part of the contract, Imagenet supplies all document management services required by various departments including Sheriff's Dept., DPER Dept., Natural Resources Dept., Wastewater Dept., Metro Transit Dept., and Human Resources Dept. Services performed includes scanning and conversion of maps, legal documents, Sewer Certificates, Revenue Documents, Workers Compensation Files, and Sheriff Dept. Images are hosted via Imagenet's secure online hosting solution DataNet, delivered via encrypted hard drives, or uploaded through ftp based on requirements of individual departments.

- Health Plan of San Joaquin - Ongoing Client**  
 Gary Reynolds, IT Operations  
 7751 S Manthey Rd  
 French Camp, CA 95231  
 Tel: 209.461.2231  
 Email: GReynolds@hpsj.com  
 Description of Services: Imagenet provides courier, mailroom, sorting, prep, scanning, data lift, document storage, and data entry services to HPSJ on an ongoing basis. Over 50,000 images are produced weekly, with corresponding indexing, qc, and upload onto client platform performed.
- Los Angeles Department of Health - Ongoing Client**  
 Rowena M. Roxas, M.P.A.  
 Managed Care Services  
 Tel: 626.299.5343  
 Email: rroxas@dhs.lacounty.gov  
 Description of Services: Imagenet provides courier, mailroom, sorting, prep, scanning, data lift, document storage, and data entry services to LADHS on an ongoing basis. Over 100,000 images are produced weekly, with corresponding indexing, qc, and upload onto client platform performed.
- City of St. Pete Beach - Ongoing Client**  
 Joanne Boland, Permit Administrator  
 155 Corey Avenue  
 St Pete Beach FL 33706  
 Email: jboland@stpetebeach.org  
 Tel: 727.363.9214  
 Description of Services: Imagenet was chosen as the vendor of choice for the Community Development Department for the City of St. Pete Beach to convert existing large format plans, Microfilm, drawings and files to "intelligent" pdf format. The pre-conversion process includes document receipt, inspection, inventory and preparation for scanning and conversion (e.g., removing bindings, paper clips, attachments and fasteners, photocopying of oversized and under sized documents and repairing of any damaged originals). All deliverables are indexed and processed through OCR software.
- City of Medina, Washington – Ongoing Client**  
 Aimee Kellerman, HR Manager  
 501 Evergreen Point Road  
 Medina, WA 98039  
 Tel: 425.233.6411  
 Email: akellerman@medina-wa.gov  
 Description of Services: Imagenet was selected as the exclusive vendor to provide document sorting, scanning, indexing, Microfilm and Microfiche, OCR and data lift services to the City of Medina. Imagenet performs both scheduled and on-demand document pick up services for the City. Documents vary in size between sticky notes and receipts to large format documents including architectural plans. Imagenet accommodates different scan requirements based on the document type and City requirements. In addition, documents include PI information.

TAB 9 - PRICING PAGE

Unit Price entered online at wvOASIS.gov as requested.



SOLICITATION NUMBER: CRFQ 1600 SOS1800000003

Addendum Number:

No.01

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The purpose of this addendum is to modify the solicitation identified as ("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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and Agency responses.
2. Publish Attachment A that did not get published with the original publishing of the solicitation.

No other Changes.

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 1600 SOS1800000003**

**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 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.

Imagenet, LLC  
 \_\_\_\_\_  
**Company**

*Carlos Baltodano*  
 \_\_\_\_\_  
**Authorized Signature**

08/15/2017  
 \_\_\_\_\_  
**Date**

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## WEST VIRGINIA SECRETARY OF STATE THIRD-PARTY CONFIDENTIALITY/ NON-DISCLOSURE AGREEMENT

I, Carlos Baltodano, as named party and recipient of information from the West Virginia Secretary of State (WVSOS) that may be considered confidential, I acknowledge and agree that:

- Certain matters may be disclosed to me that should remain confidential or proprietary;
- Confidential data includes information residing on the WVSOS information systems; all materials, products, technologies, computer programs, specifications, manuals, business plans, records, software, financial information, and other information disclosed or submitted, orally, in writing, graphically, machine recognizable, or by any other media, to me by the WVSOS is considered to be confidential or proprietary information
- I shall not disclose or use this information without written permission from the WVSOS.
- I agree to hold in strict confidence anything that is considered to be confidential or proprietary within the meaning of this agreement.
- I shall not disclose to any person not specifically authorized to receive, have or view any of this confidential or proprietary information. Disclosure or unauthorized use of this information may cause irreparable harm to the WVSOS and may violate various laws of the State of West Virginia.
- The WVSOS may take whatever steps it considers appropriate to protect its Confidential or Proprietary information. In the event I disclose or use this information without authorization from the WVSOS or permit this information to be disclosed or used without authorization, steps may include termination of any agreement or arrangement under which I work.
- I shall not use any Confidential Information as a basis upon which to develop or have another entity develop any product or service without the express written consent of the WVSOS.
- I shall **immediately** report, in writing, any unauthorized use or disclosure of this information once aware of the situation.

### AUTHORIZED AGENT:

Signature: Carlos Baltodano

Name: Carlos Baltodano

Title: Director of Business Strategy

Organization: Imagenet, LLC

Date: 08/15/2017



## 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: August 9th, 2017 at 9 AM. EDT.

Submit Questions to: Guy Nisbet  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Guy.L.Nisbet@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: Digital Document Redaction Services  
 BUYER: Guy Nisbet  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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: August 17th, 2017 at 1:30 PM. EDT.

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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 \_\_\_\_\_ successive one (1) year 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. 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](mailto: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 heath, 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.

*Carlos Baltodano*

\_\_\_\_\_  
(Name, Title)

Carlos Baltodano, Director of Business Strategy

\_\_\_\_\_  
(Printed Name and Title)

5401 W. Kennedy Blvd., Suite 150 Tampa, FL 33609

\_\_\_\_\_  
(Address)

813-999-8397

\_\_\_\_\_  
(Phone Number) / (Fax Number)

cbaltodano@imagenetllc.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.

\_\_\_\_\_  
Imagenet, LLC

\_\_\_\_\_  
(Company)

*Carlos Baltodano*

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

\_\_\_\_\_  
Carlos Baltodano, Director of Business Strategy

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
08/15/2017

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
813-999-8397

\_\_\_\_\_  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 1600 SOS 180000003

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 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.

Imagenet, LLC  
\_\_\_\_\_  
Company

*Carlos Baltodano*  
\_\_\_\_\_  
Authorized Signature

08/15/2017  
\_\_\_\_\_  
Date

NOTE: This 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  
 33 — Service - Misc

Proc Folder: 357713

Doc Description: Addendum No.01; Redaction Services of UCC Documents

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-14	2017-08-17 13:30:00	CRFQ 1600 SOS1800000003	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:

Imagenet, LLC  
 5401 W. Kennedy Blvd., Suite 150  
 Tampa, FL 33609  
 (813) 999-8397

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X *Carlos Baltodano*

FEIN # 47-0885172

DATE 08/15/2017

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01, issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation  
Document Redaction Services

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Secretary of State to establish a contract for the one-time purchase of Digital Document Redaction Services, for the agency location 1900 Kanawha Blvd. East, Charleston, WV. 25305, per the bid requirements, specifications and terms and conditions that are contained within the solicitation.

INVOICE TO		SHIP TO	
CFO		SUPPLY CLERK	
SECRETARY OF STATE		SECRETARY OF STATE	
BLDG 1 STE 157K		BLDG 1 STE 157K	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0770	CHARLESTON	WV 25305-0770
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Document redaction of UCC documents	170000.00000	PAGE	\$0.21	\$35,700.00

Comm Code	Manufacturer	Specification	Model #
81112005			

**Extended Description :**

Agency Estimated Quantity is 170,000 actual amount may be more or less.



<b>SOS180000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No.01; Redaction Services of UCC Documents	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions