



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 @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1220606

Procurement Type: Central Master Agreement

Vendor ID: 000000103900

Legal Name: B & H FOTO & ELECTRONICS CORP

Alias/DBA: B & H PHOTO VIDEO

Total Bid: \$118,750.00

Response Date: 06/27/2023

Response Time: 15:08

Responded By User ID: ventura%eric6

First Name: Moe

Last Name: Goldberger

Email: govdbids@bhphoto.com

Phone: 2122397500

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BFA2300000001

Published Date: 6/8/23

Close Date: 6/28/23

Close Time: 13:30

Status: Closed

Solicitation Description: FUJITSU FI-8170 SCANNER OR EQUAL

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Fujitsu FI-8170 Scanner or Equal	125.00000	EA	950.000000	118750.00

Comm Code	Manufacturer	Specification	Model #
43211711			

Commodity Line Comments: Please reference bid number 900133303

Extended Description:

3.1.1 Fujitsu FI-8170 Scanner or Equal



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

State of West Virginia
 Centralized Request for Quote
 Office Equip.

Proc Folder: 1220606			Reason for Modification:
Doc Description: FUJITSU FI-8170 SCANNER OR EQUAL			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-07	2023-06-28 13:30	CRFQ 0511 BFA2300000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : B & H Foto & Electronics Corp. 420 9th Ave, New York, NY 10001

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact : Nathan Hirshman 800-947-8003 Fax 800-743-0895 Email nathanh@bhphoto.com

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X *nathan hirshman* **FEIN#** 13-2768071 **DATE** 6/21/23

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR FUJITSU FI-8170 SCANNER OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - COMMISSIONERS OFFICE	
350 CAPITOL ST, RM 730		350 CAPITOL ST, RM 730	
CHARLESTON WV		CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fujitsu FI-8170 Scanner or Equal	125.00000	EA	950.00	118750.00

Comm Code	Manufacturer	Specification	Model #
43211711	Fujitsu fi-8170 Document Scanner	BH #FUFI8170S • MFR #PA03810-B055	

Extended Description:
3.1.1 Fujitsu FI-8170 Scanner or Equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-06-14

	Document Phase	Document Description	Page
BFA230000001	Final	FUJITSU FI-8170 SCANNER OR EQUAL	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

(Printed Name and Title) Nathan Hirshman Bid Specialist
(Address) B & H Foto & Electronics Corp. 420 9th Ave, New York, NY 10001
(Phone Number) / (Fax Number) 800-947-8003 Fax 800-743-0895
(Email address) nathanh@bhphoto.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

B & H Foto & Electronics Corp.

(Company) _____
nathan hirshman
(Signature of Authorized Representative) _____
Nathan Hirshman Bid Specialist 6/21/23
(Printed Name and Title of Authorized Representative) (Date)
800-947-8003 Fax 800-743-0895 Email nathanh@bhphoto.com
(Phone Number) (Fax Number) _____
(Email Address) _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BFA230000001

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 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
CRFQ BFA2300000001
Fujitsu Fi-8170 Document Scanners or Equal

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources Bureau for Family Assistance to establish an open-end contract for Fujitsu Fi-8170 Document Scanners or Equal.

The Department of Health and Human Resources, Referral and Resources and the Bureau for Family Assistance Operations staff use these scanners in conjunction with Northwoods Compass Capture software. The new scanners are needed as new positions are added and as older scanners need to be replaced.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to “Attachment 1 – Federal Funds Addendum”

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

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

3.1.1 Fujitsu Fi-8170 Document Scanners or Equal.

REQUEST FOR QUOTATION
CRFQ BFA2300000001
Fujitsu Fi-8170 Document Scanners or Equal

- 3.1.1.1 Document scanner must be compatible with Northwood's Compass Capture Software, see page 10 on Exhibit B – Northwood Compass Software Third Party Support Matrix
- 3.1.1.2 Document scanner must include USB cable, AC adapter and setup DVD/ROM.
- 3.1.1.3 Document scanner must be compatible with Windows 7 and Windows 10 operation systems.
- 3.1.1.4 Document scanner feeder must be Automatic Document Duplex.
- 3.1.1.5 Document scanner must have at least 80-page feeder.
- 3.1.1.6 Document scanner must have an optical resolution of at least 600 dpi.
- 3.1.1.7 Document scanner must be new.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by entering pricing information electronically in wvOASIS. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

REQUEST FOR QUOTATION
CRFQ BFA2300000001
Fujitsu Fi-8170 Document Scanners or Equal

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the

REQUEST FOR QUOTATION
CRFQ BFA2300000001
Fujitsu Fi-8170 Document Scanners or Equal

original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

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

REQUEST FOR QUOTATION
CRFQ BFA230000001
Fujitsu Fi-8170 Document Scanners or Equal

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Nathan Hirshman
Telephone Number: 800-947-8003
Fax Number: 800-743-0895
Email Address: nathanh@bhphoto.com