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

Request for Quotation

DEP14109

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF ADMINISTRATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-1

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHTTERMS 08/23/2007 BID OPENING DATE: 09/19/2007 BID OPENING TIME 01:30PM CAT. NO I PUE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 FΔ 205-41 OPTICAL CHARACTER READERS AND SCANNERS THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTEC-TION, IS SOLICITING BIDS FOR AN ELECTRONIC DOCUMENT MANAGEMENT (ARCHIVAL AND RETRIEVAL) SYSTEM PER THE FOLLOWING BID REQUIREMENTS, SCOPE OF WORK, TERMS AND CONDITIONS, AND THE ATTACHED SPECIFICATIONS. VENDORS ARE TO PROVIDE A LUMP SUM PRICE FOR THE STORAGE SYSTEM, HARDWARE, SOFTWARE, WARRANTY, AND TRAINING AS DESCRIBED HEREIN AT THE SPACE PROVIDED ON THE TOP OF THIS PAGE OF THE REQUEST FOR QUOTATION. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE (304) 07 232783571 ADDRESS CHANGES TO BE NOTED ABOVE CIRNY

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
- 3. Complete all sections of the quotation form
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



VENDOR

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

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HICK	BOWMAN			

CHUCK BOWMAN 304-558-2157

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF ADMINISTRATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIPVIA F.O.B FREIGHT TERMS 08/23/2007 BID OPENING DATE: 09/19/2007 BID OPENING TIME 01:30PM CAT. NO LINE QUANTITY UOP ITEM NUMBER UNITABLE AMOUNT VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION: OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 9 19 107 05,2 હવો 3વેગ-ગરવલ

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

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ENVIRONMENTAL PROTECTION S H DEPARTMENT OF OFFICE OF ADMINISTRATION **601 57TH STREET SE** CHARLESTON, WV 25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIPVIA FOB, FREIGHT TERMS 08/23/2007 BID OPENING DATE: <u>09/19/2007</u> BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT REASON CHECKED: BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE DRDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE (304) 341-2349 197 19/07 222783521 ADDRESS CHANGES TO BE NOTED ABOVE ACEDUAT BYCKINA

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF ADMINISTRATION 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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25304
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Electronic Document Management - Archival and Retrieval System

Scope:

The West Virginia Department of Environmental Protection is seeking bids for purchase of one electronic document management (archival and retrieval) system, to enable conversion of microfiche/film and paper documents to secure electronic media. The present existing media is in black and white, grayscale and color and is to remain the same.

<u>Proposed System</u>: 1 Lanier LDM 2100 rack mount eCabinet or equal, including document capture software (2 seat licenses) and 2 each Snap Server (320GB minimum) with the ability to expand in the future.

- The system software is to have the ability to create unique routing rules for each type of networked peripheral so that it will automatically assign captured documents to a designated destination folder.
- Must have Optical Character Reader (OCR) text-extraction technology.
- Must have a fully searchable database, enabling the user to find any document or file based on automatically extracted and indexed information such as content, keywords, titles, summaries, source, and dates of capture.
- The system is to have list, thumbnail, and stream document view options.
- This system software is to have the ability to support viewing of documents in native file format (CAD, JPG, PDF, etc.)
- This system software is to be Microsoft Windows XP compatible.
- The storage of actual objects is to support mass storage devices such as; hard disk, disk array, optical, DVD, CD-ROM, and tape.
- The system should have neither keywords of no less than 12 user defined fields per document nor 20 for the entire system.
- The system will connect via TCP/IP directly to the DEP network and provide a mechanism for off-site backups of all imaged data.

RFQ# DEP14109

Bid Opening: 09/19/2007

Opening Time: 1:30 pm

Page:	Western Comme	007

The system must utilize a web-based interface providing real-time access with no
administrative burden of additional software on DEP workstations, an unlimited
amount of usernames and/or groups security access capabilities, including, but not
limited to agency authorization levels with regard to records and allow the sharing
of capture documents across the Division with no annual licensing fees per user

- The system shall support both local and remote access, allowing document sharing on-site or off-site.
- The system shall have a primary storage capacity of 200GB, and a secondary storage capacity of 120GB with 30GB for document cache. The internal HDD cache should be capable of storing up to 1,600,000 images. Up to 25 million images should be available online.
- The input sources of the system software are most connected next generation copiers, networked or PC connected scanners, internet fax devices, SMTP mail systems and PCs.
- The system security is to be username/password protected and allow for document-level read/write access settings by individual, group, or all users.
- The file system must be capable of storing images on media that meets legal governance regarding evidence in a court of law.
- The system must provide a backup mechanism for both data and indexes along with no administrative burden.
- The system must have redundancy features (i.e., disk mirroring, RAID technology) included in the form of external Snap Servers (320GB minimum) that will allow the external RAID technology to be stored in a separate location for redundancy. Disaster recovery functionality is required.
- The WV DEP will provide the input devices for document capture.
- One year on site warranty with phone support during the hours from 8:00AM to 5PM Monday through Friday.

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STATE OF WEST VIRGINIA Purchasing Division

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PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: KICOX BUSINEST Solutions	
Authorized Signature: Tuldny Moss	Date: 9/19/09
Purchasing Affidavit (Revised 06/15/07)	



QUOTE For WV Department of Environmental Protection

Page: 1 of 2 DATE 9/19/07

Equipment

Qty	Description	Price	Ext Price
1	ECabinet LDM2100 Rack Mount	26,108 00	26,108 00
	• 1 ea LDM2100		•
	 3 ea GOBY Capture Professional (3 seat License) 		
	2 ea. Snap Server (500GB)		
	 1 ea. Implementation and Training 		
1	Annual Service and Support Agreement Provides telephone support software upgrades and next business day on-site service for one eCabinet, External Snap Servers, and Goby Capture Professional Software including parts and software upgrades for one year. Does not include service on peripheral devices or service required as a result of customer changing operating systems, network configuration, operator training, system or peripheral hardware.	1,792.00	1,792 00
	Service resolution may require replacement of the eCabinet and/or External Snap Servers with a replacement unit(s). In the event of a machine replacement where customers require the electronic data on the eCabinet to remain on their premises will incur additional charges for replacement HDDs.		

Total: 27,900.00

Uniform Photographic Copies of Business and Public Records as Evidence Act UPA 28USC p1732

Section 1732: Records Made in Regular Course of Business; Photographic Copies

If any business, institution, member of a profession or calling or any department or agency of the government, in the regular course of business activity has kept or recorded any memorandums, writing entry, print representation or combination thereof of any act, transaction, occurrence, or event in the regular course of business or has caused any or all of the same to be recorded, copied or reproduced by any photographic, photostatic, microfilm, microcard, miniature photographic, or other process which accurately reproduces or forms a durable medium for so reproducing the original may be destroyed in the regular course of business unless it's preservation is required by law. Such reproduction when satisfactorily identified, is admissible in evidence as the original itself in any judicial or administrative proceeding whether the original is in existence or not, as an enlargement of facsimile of such reproduction is likewise admissible in evidence if the original reproduction is in existence and available for inspection under the direction of the court. The introduction of a reproduced record does not preclude admission of the original. This subsection shall not be construed to exclude from evidence any document or copy thereof which is otherwise admissible under the rules of evidence.



QUOTE for WV Department of Environmental Protection

Page: 2 of 2 Date: 9/19/07

LDM2100 Product Specifications:

Storage Capacity: Primary 200GB / Secondary 120GB (30 GB for document cache)

Internal HDD cache of up to 1,600,000 images

Online Up to 25 million images on NFS storage (Qty. 2 - 500GB RAID 1)

Dimensions 23" X 1.75" X 17" (Rack Mount)

Weight 25 lbs
Hardware Warranty 90 days
Connectivity TCP/IP

Input Sources:

Copiers Most Connected Next Generation devices Scanners Networked or PC connected scanners

Fax Internet fax devices Email SMTP mail systems

PC More than 200 file types are indexable CPU Intel Pentium IV 2.4 GHz / 533 MHz bus RAM 2x512MB DIMM, 266MHz, DDR

Software Specifications:

Document Views List, Thumbnail, Stream Search Levels Easy, advanced and expert

Keywords Supports up to 12 user defined fields per document

Supports up to 20 user defined fields per eCabinet

10 text / 5 numeric / 5 date

Indexing/Search Methods Full text and keyword

Sorts Document Source, Summary, Owner, Folder, Size, Creation Date, Filename,

Score, Public/Private

Indexing Full text and keyword

Document Security Access can be limited to individuals, groups or all users

System Security User Name/Password protected

Software Interface Web Browser

Software Included eCabinet PC Capture

Paper Sizes Any