



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

Request for Quotation

RFQ NUMBER
DCH09100

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

THE CROWLEY COMPANY
 5111 PEGASUS COURT, Suite M
 FREDERICK, MD 21704

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2009	NET 30	TRUCK	DESTINATION	No Charge
BID OPENING DATE: 11/04/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		939-54		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY, IS SOLICITING BIDS FOR AN ARCHIVE WRITER AND MICROFILM SCANNER FOR THE CULTURAL CENTER LOCATED ON THE CAPITOL COMPLEX IN CHARLESTON, WV.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/21/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>ARCHIVE WRITER / MICROFILM SCANNER</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

RECEIVED

2009 NOV -5 A 11:30

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE: <i>Richard M Jackson</i>	TELEPHONE: 717-891-2869	DATE: 10/29/2009	
TITLE: SALES MANAGER	FEIN: 52-1172395	ADDRESS CHANGES TO BE NOTED ABOVE	

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)

1. 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.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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**Request for
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TYPE NAME/ADDRESS HERE
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511 PEGASUS COURT, Suite M
FREDERICK, MD 21704

SHIP TO

DIVISION OF CULTURE & HISTORY
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: DCH09100</p> <p>BID OPENING DATE: 11/04/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p style="text-align: right;">FAX NUMBER 240-215-0234</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 240-215-0234</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Richard M. Jackson</i>	TELEPHONE 717-891-2869	DATE 10/29/2009
TITLE SALES MANAGER	FEIN 52-1172395	ADDRESS CHANGES TO BE NOTED ABOVE

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				FAX # → 240-215-0234		
				CONTACT PERSON (PLEASE PRINT CLEARLY):	RICHARD JACKSON	
					717-891-2869	
***** THIS IS THE END OF RFQ DCH09100 ***** TOTAL:						<u>\$221,400</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard M Jackson</i>	TELEPHONE 717-891-2869	DATE 10/29/2009
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Specifications for the Zeutschel OP 500 Archive Writer, or equivalent

Microfilm writer capable of writing digital images to standard 35 mm or 16 mm microfilm.

Must be able to process all standard formats including tiff, tiff lzw, jpeg, jpeg2, pdf, gif, bmp, etc.

Equipment must be at least 81 mega pixels capable of representing E size images at 200 dpi, D size images at 300 dpi, and C size images at 400 dpi.

Equipment must be capable of producing bi-tonal, grayscale and color images

Pricing must include hardware, software, and training for operation as well as shipping and installation costs.

Specifications for the Mekel Mach V Microfilm Scanner, or equivalent

The scanner must be a roll microfilm scanner capable of scanning both 16mm and 35 mm microfilms up to and including 1000 foot rolls.

The system must provide 100% image capture. The need to reload and rescan film is completely eliminated. All and any editing can be done without reloading the film.

Speed is not compromised by using grayscale and image enhancement features. Image enhancement is completed in the hardware. Full optical scanning of a 100 foot roll will take 6 minutes with standard images and reduction ratios.

The scanning path should be direct camera, film and light source all in line.

Scanner must use a scanning array of over 8000 pixels.

The Scanner must be capable of handling varying film density in real time across the film.

The Scanner must include a film cleaner feature which cleans your film while the film is moving into the scanner and before the images are scanned.

Scanner should use an external PC not one integrated within.

Image detection should include dual leading edge, dual trailing edge, and up to three levels of blips.

Image manipulation and enhancement produced through a processing board not software. Therefore no slow downs when working with difficult images or when scanning both bi-tonal and grayscale images simultaneously. There must be a dual view to display both grayscale and bi-tonal images simultaneously.

Full roll scanning with automatic image detection on the fly is a requirement. The scanner must have a "go to" frame function for specialized quality control. Image output options include: TIFF, JPEG, PDF, BMP and more.

Pricing must include all hardware, software, and training for operation as well as shipping and installation costs.

Request for Quotation
DCH09100
Bidding Return Sheet

Zuetschel: Op500 Archive Writer, Microfilm Plotter
(Or equal)

\$ 157,700


Mekel: Mach V High Quality, Microfilm Scanner
(Or equal)

\$ 63,700

Total Cost*

\$ 221,400

*Includes all hardware, software, training for operation, shipping, and installation.


RICHARD M JACKSON
SALES MANAGER
THE CROWLEY COMPANY
717-891-2869

State of West Virginia 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). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
N/A 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**,
N/A Bidder is a partnership, association or corporation resident vendor and 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 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**,
N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**
N/A 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**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**
N/A 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 Bidder's 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; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**
N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: THE CROWLEY COMPANY Signed: Richard M Jackson
Date: 10/29/2009 Title: RICHARD M JACKSON SALES MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: THE CROWLEY COMPANY

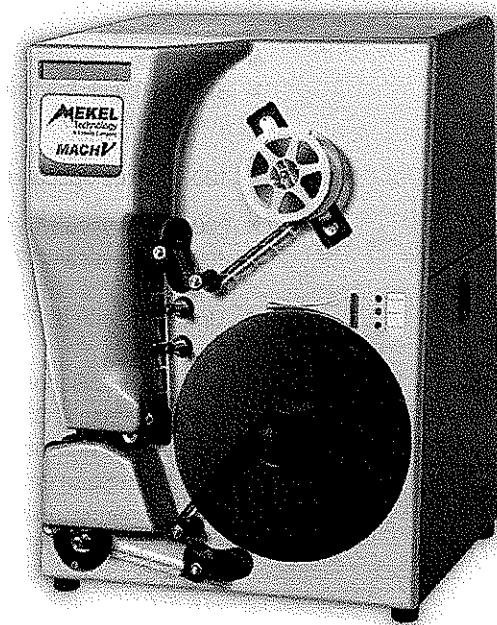
Authorized Signature: Richard M Jackson Date: 10/29/2009

Purchasing Affidavit (Revised 01/01/09) RICHARD M JACKSON

MACH V

STRIP SCANNER WITH **QuantuM** SOFTWARE

The Crowley Company is pleased to introduce **MACH V**, the newest member of the Mekel MACH series. In combination with our **QuantuM Scan** and **QuantuM Process** software, the **MACH V** is the most advanced roll film scanning system on the market today, raising the industry standard with **100% image capture** and setting the bar higher than ever before.



HIGH PERFORMANCE ROLL FILM STRIP SCANNING

Designed for service bureaus, institutions, agencies and other large volume end-users, the **MACH V** handles **16mm** and **35mm** film formats up to **1,000 feet in length**, creating superior image quality at high speeds from even the most difficult film. The latest in camera, lens and Mekel's patented "smoothlight" fiber optic technology combine to deliver the most sophisticated system in the market.

NO RELOADING. NO RE-SCANNING.

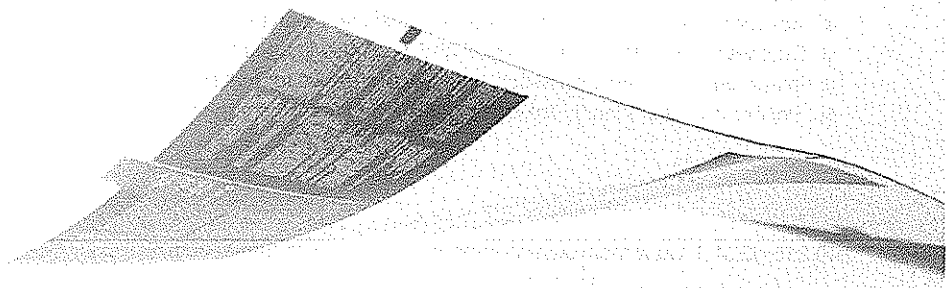
Using **QuantuM Scan** and **QuantuM Process** software, the need to reload and re-scan film has been completely eliminated. The **MACH V** scans an entire roll of film in minutes and simultaneously detects all images, flagging those that need review. Whether reviewing an entire roll or just suspect frames, the operator has an array of manual and automatic features to ensure 100% accurate image detection. A sophisticated toolkit of image processing features promises the highest image quality possible.

MEKEL AN INDUSTRY ICON

The first to introduce microfilm and microfiche scanners to the market two decades ago, Mekel manufacturing continues to lead the industry in both product quality and innovation. Customers benefit greatly from the expanded wealth of expertise and combined knowledge generated by Mekel's place in The Crowley Company family of products and services.

See for yourself why Mekel is the time-tested leader in scanning. Try the new **MACH V** roll film scanning system today.

MEKEL
Technology
A CROWLEY COMPANY



EQUIPMENT FEATURES

Full Roll Strip Scanning	<ul style="list-style-type: none">■ 1,000' roll standard■ 16mm/35mm■ Grayscale■ Bi-tonal (black & white)■ Image verification
Resolution	<ul style="list-style-type: none">■ 100-600 true optical dpi
Strip Scan Speed (fully processed)	<ul style="list-style-type: none">■ 200 dpi grayscale/6 minutes per roll■ 300 dpi grayscale/12 minutes per roll
Roll Film Speed (fully processed)	<ul style="list-style-type: none">■ Up to 350 images/700 files per minute at 200 dpi using FastFilm
Camera/Optics	<ul style="list-style-type: none">■ 80 megapixel/second camera, 160 megapixel/second output■ Full 8,192 pixel CCD array for highest true optical dpi in the industry■ Real-time or post-scan image processing up to 5x the typical processing speed■ QuantuScan (strip scanning) and FastFilm (traditional dual lead/trail edge detection) software both included■ 12-bit dynamic range with gamma correction grayscale output. Full depth of pixels processed■ Mekel "smoothlight" fiber optic bundle offers balanced lighting across the entire scan area with no hot spots or shadowing■ Direct path imaging: camera, film and light source are in-line to ensure optimum image quality■ Automatic Gain Control (AGC) to optimize image quality while scanning
Hardware Image Enhancement	<ul style="list-style-type: none">■ Real-time image sharpen and enhancement done in hardware; no reduction in throughput
Hardware Notables	<ul style="list-style-type: none">■ Superior transport stability■ Film-cleaning rollers; custom technology cleans film as it scans
Film Types	<ul style="list-style-type: none">■ Accepts ANSI, M-types and open spools in Silver, Diazo and Vesicular formats
Film Control	<ul style="list-style-type: none">■ Electronically-controlled film format selection for precise positioning of the CCD camera and lens■ High-speed rewind

SOFTWARE FEATURES

Image Processing	<ul style="list-style-type: none">■ Task set-up by job or saved in set-up file
Post-scan Image Processing	<ul style="list-style-type: none">■ Up to 1,600 images per minute
Frame Detection	<ul style="list-style-type: none">■ Single, double or triple level blip code detection■ Leading and trail edge detection

QuantuScan SOFTWARE HIGHLIGHTS

Standard with the new **MACH V** scanner, the **QuantuScan** scanning and processing software takes entire roll (strip) scanning to the next level.

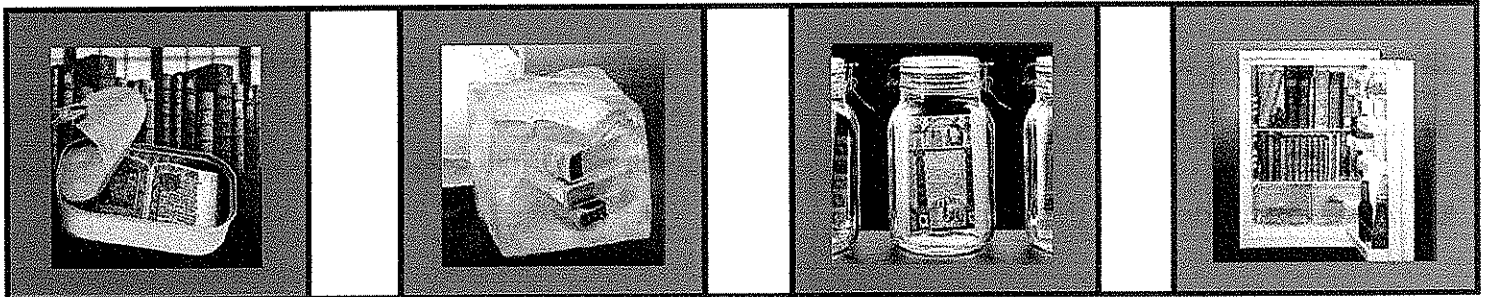
- 100% image capture
- Full-roll scanning with automatic image detection on the fly
- Automatic image exposure, density and contrast controls
- No film re-scanning necessary. Entire roll is captured and images are quality-controlled, edited and re-formatted without reloading the film
- Wide variety of image output options: TIFF, JPEG, PDF, BMP and more
- Grayscale and/or B&W scanning without impacting speed
- Unique Mekel flag-image feature for suspect images
- "Go to" frame function for specialized quality control
- Advanced menus for detailed image enhancement features
- Dual-view capability to view bi-tonal and grayscale images simultaneously without impacting speed
- Image quality control and re-scan window that allows for real-time image enhancement
- Flexible and user-friendly Mekel file-naming and indexing capabilities



Archive Writer OP 500

The long-term
Preservation Solution
for all digital Files

Carefully digitized
Perfectly preserved



North American Distributor
ZEUTSHEL



The Crowley Company
5115 Pegasus Court - Suite E
Frederick, Maryland 21704
Tel: 301-631-6825
Fax: 301-631-9466
www.crowleymicrographics.com



PRODUCT ADVANTAGES

- Maximum 81 MegaPixel optical resolution
- For all standard files (for example TIFF, JPEG, JP2, PDF)
- High resolution microfilm b/w, greyscale (halftone) or color
- Color enhancement due to integrated ICC conform color management
- Highest productivity
- Wide range of image processing tools for perfect file conversion in batch mode
- Easy in operation
- Film capacity up to 600 m
- 16/35 rollfilm, landscape and portrait
- Automatic fade-in of the meta data

SPECIFICATIONS

General: with the ArchiveWriter OP 500 all digital data can be archived easy and fast on microfilm for long term preservation.

Applications:

digital data (CAD, e-Mail, Word, Excel, etc.) and digitized data (scanned documents, images etc.).

Formats: all standard file-formats in b&w, grey scale and color, e.g. TIFF, TIFF LZW, JPG, JP2, BMP, PDF, JPM, GIF etc.

Microfilm:

roll film b&w, half tone and color, 16 & 35 mm on reels 30,5 m (100 ft).

Image enhancement:

conform color management.

Resolution: up to 11520 x 7200 pixel on 16 & 35 mm roll film (81 million pixel).

Production speed:

up to 1200 images / h.

Color quality: 36 bit RGB color depth.



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Frederick, Maryland 21704
Tel: 301-631-6825
Fax: 301-631-9466
www.crowleymicrographics.com



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BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 10/21/2009.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 11/04/2009						
TO : 11/12/2009						
ATTACHMENT: QUESTIONS AND RESPONSES						
0001	1	LS		939-54		
ARCHIVE WRITER / MICROFILM SCANNER						
EXHIBIT 10						
REQUISITION NO.: DCH09100						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. 'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert M Jackson</i>	TELEPHONE 717-891-2869	DATE 11/3/2009
TITLE SALES MANAGER	FERN 52-1172395	ADDRESS CHANGES TO BE NOTED ABOVE

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)**

1. 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.
3. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

**Request for
 Quotation**

RFC NUMBER
DCH09100

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

THE CROWLEY COMPANY
5111 PEGASUS COURT, SUITE M
FREDERICK, MD 21704

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED 10/29/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1	✓	<i>Emj</i>				
NO. 2						
NO. 3						
NO. 4						
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY 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.

Robert M. Johnson

 SIGNATURE
THE CROWLEY COMPANY

 COMPANY
11/03/2009

 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID

REV. 09/21/2009

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Robert M. Johnson</i>	TELEPHONE 717-891-2869	DATE 11/3/2009
TITLE SALES MANAGER	FEIN 52-1172395	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotation

RFQ NUMBER
 DCH09100

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE
 THE CROWLEY COMPANY
 5111 PEGASUS COURT, Suite M
 FREDERICK, MD 21704

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/29/2009				

BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- END OF ADDENDUM NO. 1 -----						
***** THIS IS THE END OF RFQ DCH09100 ***** TOTAL:						<u>\$221,400</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard M Jackson</i>	TELEPHONE 717-891-2869	DATE 11/3/2009
TITLE SALES MANAGER	FEN 52-1172395	ADDRESS CHANGES TO BE NOTED ABOVE

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

DCH09100

ADDENDUM NO. 1

Question #1 Would the state consider outsourcing the digital conversion of their microfilm?

Response: It was the decision of the Records Management and Preservation Board to purchase this equipment because the Project will be conducted on site at the county courthouses where the records are currently stored. Since many of these records are the only preservation copies of these county records many counties will not allow the records to be taken off site for scanning.

Question #2 Would you accept a partial bid in reference to this RFQ?

Response: No the package must be bid as specified.

Richard M. Jackson
11/3/2009