



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50120

Request for Quotation

RFQ NUMBER
 WWV10865

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

FROM: (PLEASE PRINT)

PHONE:

304-644-6449

VENDOR

ACCEPTED UNDER SYSTEM
 1220 SE 44TH ST
 BELLEVILLE, MO 64606

SUPPLIER

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/29/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-41	29,308.-	\$87,924.-
<p>SCANNERS (COMPUTER)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR THREE (3) BELL & HOWELL SPECTRUM XF OR EQUAL SCANNERS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 8/09/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

RECEIVED

2010 AUG 19 P 2:32

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 425-644-6449	DATE 8/13/10
TITLE PRESIDENT	FEIN 91-1614209	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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 on this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
 WWV10865

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/29/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 RFQ. NO.: WWV10865 BID OPENING DATE: 08/24/10 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 240-384-7297 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- DOUGLAS VOGT ----- ***** THIS IS THE END OF RFQ WWV10865 ***** TOTAL: <u>\$87,924.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas Vogt</i>	TELEPHONE 305-644-6449	DATE 8/14/10
TITLE PRESIDENT	FEIN 91-1614209	ADDRESS CHANGES TO BE NOTED ABOVE

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

DESCRIPTION OF SERVICES REQUESTED

I. GENERAL INFORMATION

Overview of Request

The purpose of this Request for Quotation is to acquire three (3) scanners, adding to the existing Bell and Howell Spectrum XF scanners currently in place. Must be Bell and Howell brand or equal. More regarding our current networking environment can be found in the following section.

Complete installation and implementation services are included as part of this RFQ.

Only single vendor solutions with software that is compatible with WorkForce West Virginia current connectivity and interface programs (On-Base) will be accepted.

Current Environment

WorkForce West Virginia currently maintains a customized On-Base imaging system. Documents are scanned into this system via three (3) Bell & Howell Spectrum XF scanners.

Various paper colors; weights from 16 pound standard paper to 110 pound card stock; and various size documents from 2.6" x 2.6" to 11.7 x 17," may be scanned into the imaging system.

II. TASK REQUIRED

2.0 General Requirement

The purpose of the Request for Quotation is to acquire three (3) new scanners that will handle the various paper weights and sizes identified above.

The vendor will be totally responsible for on-site delivery, installation, implementation, and the modification of any scanner settings required to guarantee acceptance of the various paper sizes, color, and weight; being scanned into the system by WorkForce West Virginia staff.

All shipping and delivery charges shall be the responsibility of the vendor. Delivery must be inside the building, to the 5th floor of 112 California Ave., Charleston, WV 25305. No freight elevator is available.

Delivery must be made within 45 days of award.

2.1 Testing

Vendor will be responsible for testing the installed equipment. All test results will be documented in writing by the vendor and will be verified and accepted by the WorkForce West Virginia staff.

Testing will minimally consist of the following:

- ✓ 1. Forty (40) continuous hours of operation by WorkForce West Virginia staff ensuring the scanners are fully operational and correctly functioning in production environment
- 2. Scanning various paper color, weight and sizes of documents.

2.2 Documentation and Implementation

Upon completion of ~~installation by the Vendor~~ and testing by WorkForce West Virginia staff, the Vendor will be required to provide documentation before WorkForce West Virginia staff will accept the deliverable for this contract and approve invoices for payments. At a minimum, accepted documentation from Vendor must include the following:

- A. Hardware configuration documentation.
- B. Software configuration details.
- C. Operations and user maintenance documentation.

2.3 Maintenance/Warranty

The successful vendor must provide a three-year maintenance/warranty for any, or all, licensed software and hardware, regardless of the manufacturer's warranties. While the three-year cost will be used for evaluation purposes, the Agency will add the Maintenance/warranty on an annual basis. The first year will be added via change order upon acceptance of the equipment. Additional years will be added upon mutual written agreement of the parties. Cost, if any, associated with maintenance/warranty service must be indicated in the pricing tables and must include all parts, labor, hardware and software upgrades, and software Help Desk services. NO separate reimbursement will be made the vendor for any expenses, and must not be provided as a separate line item. Cost proposals must be all-inclusive of vendor travel, or any other expenses.

3 yrs

2.4 Scanner Specifications

- 1. Scanners must be able to scan documents from 2.6" x 2.6" up to 11" x 17" in duplex.
- 2. Must be rated to scan a minimum 120 pages per minute; letter size, simplex, in black and white.
- 3. Must be a high volume scanner with a daily duty cycle of at least a maximum of 60,000 scans.
- 4. Must offer an optical resolution of 600 dpi.
- 5. Must support TWAIN, ISIS and Image Controls drivers.
- 6. Must include latest available version of Kofax VRS, or equal, onboard in firmware to digitally compensate for poor quality documents and make damaged or difficult to read documents legible.
- 7. Must have a document feeder with a capacity of minimum 500 sheets.
- 8. Must have ultrasonic double-feed detection with ignore by size.
- 9. Must be compliant with Section 506 of the U.S. Rehabilitation Act so users with any form of impairment can operate the scanner.
- 10. Scanner must interface via SCSI 3.
- 11. Multi-feed with auto-resolve for acceptable double feeds, i.e. a post-it note on a scanned document.

2.5 Vendor Support and Training Requirements

1. Vendor must provide thirty (30) minute call back, and next day on site support. 589824
2. Vendor must provide a maximum of four (4) hours on-site training for no more than fifteen (15) staff to be completed in one (1) day.

III. MANDATORY REQUIREMENTS PRIOR TO COST EVALUATIONS

- ✓ 1. Vendor must provide documentation, that they are certified by the manufacturer to sell, service and install the products bid.
- ✓ 2. Vendor must provide three (3) references, which should be submitted with the bid.
3. The state shall have full and free use of all systems, products, and/or deliverables supplied by this contract.

Note: Any vendor bidding an "or-equal" item, may, at the request of the spending agency, be require to demonstrate that the item they bid, is equal to, or better, in both performance and specifications.

WWV10865
COST SHEET

Equipment Cost = A

Qty	Product	Cost Each	Extended Cost
3	Bell & Howell Spectrum XF or equal Scanner	\$ 21,208.00	\$ 63,624.00

THE SPECTRUM XF IS THE OLDER MODEL
THE REPLACEMENT IS THE NGENUITY TOTAL (A) 63,624.00

Please provide the manufacturer and model: KODAK NGENUITY 9125

ANNUAL MAINTENANCE COST (Less Warranty) SUPPORT, PARTS AND ALL
SUPPLIES EXCEPT PAPER DURING BUSINESS hours

Extended Warranty = B

BASE=125,000 SCANS PER QUARTER PER MACHINE

Year	Qty	Cost Per Scanner	Extended Cost
Year 1	3	\$ 2,370.00	\$ 8,100.00
Year 2	3	\$ 5,780.00 *	\$ 17,340.00
Year 3	3	\$ 8,430.00 *	\$ 24,300.00

* INCLUDES THE PREVIOUS YEARS
TOTAL (B) \$ 24,300.00 FOR 3 YEARS

ALL ITEMS QUOTED ARE 5x9x4 HOURS.

GRAND TOTAL (A & B) \$ 87,924.00

Kodak

March 23, 2010

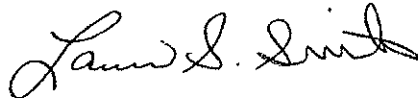
To Whom It May Concern:

This letter is to certify that Archive Index Systems, located at 13204 SE 49th Street, Bellevue, WA 98006, is a qualified reseller of Eastman Kodak Company's Document Imaging capture products and services.

Eastman Kodak has established an indirect channel that enables the consumer to purchase Document Imaging hardware and services through qualified resellers. As stated above, Archive Index Systems is qualified to resell Kodak Document Imaging hardware and services.

If you should have any questions or concerns regarding this information, please do not hesitate to call me at the number listed above.

Sincerely,



Laurie S. Smith
Contract Administrator

KODAK AUTHORIZED SERVICE RESELLER AGREEMENT

Eastman Kodak Company • 2600 Manitou Road • Rochester, NY 14653-4161, 1-800-225-6325

RESELLER BILLING ADDRESS:

Reseller Name: ARCHIVE INDEX SYSTEMS, INC
Address: 13204 SE 49TH ST
City: BELLEVUE State: WA Zip: 98006
Contact Name: DOUGLAS VOGT
Phone: 425-644-6449
Email: SALES@ARCHIVEINDEX.COM

RESELLER LOCATION:

←
Address: SAME
City: BELLEVUE State: WA Zip: 98006
Contact Name: DOUGLAS VOGT
Phone: 425-644-6449
Email: SALES@ARCHIVEINDEX.COM

1. Reseller's Obligations.

(a) The Reseller identified above ("Reseller") may only sell Kodak Services in accordance with the terms and conditions set forth in the Eastman Kodak Company, Kodak Service and Support, Standard Maintenance Service Terms and Conditions, attached hereto as Exhibit A.

(b) Reseller must provide Kodak with a Purchase Order setting out the information in Section 10 (Purchase Orders).

(c) Reseller agrees that the Purchase Orders submitted to Kodak shall accurately reflect the exact services sold to the End-User.

(d) Reseller warrants and represents that it will inform End-User that (i) prior to Kodak accepting a Purchase Order, or within 30 days after such acceptance by Kodak, Kodak has the right to inspect the equipment and site installation to determine whether they meet Kodak's then current minimum conditions for service, and (ii) Kodak may charge for any such inspection and will bill End-User directly, at Kodak's Per Call Service Rates, for any repairs deemed necessary by Kodak to bring the equipment up to Kodak's minimum conditions for service.

(e) Reseller shall not make any false or misleading representations concerning the Kodak Services. The only representations or warranties that Reseller may make regarding the Kodak Services are those expressly contained in Exhibit A.

(f) Reseller will inform End-User that service on the equipment will be performed by Kodak, and Reseller agrees that if this agreement expires or is terminated as a result of a breach by Reseller, Kodak may contact the End-User, inform them of Reseller's breach (or of the expiration of this Agreement) and offer to sell Kodak Service directly to End-User.

2. Kodak's Obligations.

Kodak shall make available the services listed in Exhibit A ("Kodak Services"), subject to changes in any Kodak Service terms and conditions as may be made from time to time.

3. Service.

Kodak may revise Exhibit A, discontinue the availability of certain categories of Kodak Services, make a change to the hours of availability of any Kodak Service, or make a change to the terms of sale upon ninety (90) days written and/or electronic notice to Reseller. Any such revisions will not affect existing paid Purchase Orders.

4. Pricing, Payment and Credit.

(a) Pricing. Reseller will receive a discount of 10% off Kodak's then-current Commercial List Price, for any Kodak Services purchased from Kodak under this Agreement, provided that Reseller is in compliance with the terms and conditions set forth herein and in any Exhibits hereto, including any and all payment obligations. Reseller may access Kodak's current Commercial List Price via the Kodak Knowledge Exchange Website at www.kodak.com/go/tkx. Reseller shall determine the price at which it will resell Kodak Services.

(b) Kodak reserves the right to adjust its Commercial List Price upon ninety (90) days written and/or electronic notice to Reseller. Changes in the Commercial List Price will not affect any Purchase Order previously accepted by Kodak.

(c) Payments. Payment for Purchase Orders is annual in advance and due thirty (30) days from the date of the invoice, except for any renewal contracts, which are due by the date specified on the renewal notice. If payment has not been received by the due date, Kodak may, at its sole discretion,

(i) cancel the invoice for non-payment. If the invoice is cancelled for non-payment, Reseller shall be liable for the greater of:

- the prorated value of the annual service rate of the invoice or
- Per-Call charges for any service performed by Kodak

and after cancellation, Kodak may offer Kodak Service directly to the End-user;

or

(ii) place the End-user on Service hold.

22. **Use of Other Party's Name.**
 Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.
23. **Severability.**
 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.
24. **Waiver of Default.**
 Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.
25. **Independent Contractor.**
 Reseller shall act as an independent contractor and nothing herein shall be construed to make Reseller, or any of its employees, officers, directors or representatives, the agent employee or servant of Kodak.
26. **Assignment.**
 Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Kodak, however, may assign this Agreement without the Reseller's consent to any third party which acquires all or substantially all of that portion of the business assets of Kodak to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.
27. **Forum.**
 All actions arising out of or related to this Agreement must be filed in the New York State Courts with jurisdiction in Monroe County, New York or in the United States District Court for the Western District of New York. The parties hereby submit to the nonexclusive personal jurisdiction of, and waive any objection against, the aforementioned United States District Court and New York State Courts.
28. **Force Majeure.**
 Except for payments of outstanding balances when due, neither party will be liable for any damages or penalties for delay in performance when such delay is due to the elements, acts of God, acts of civil or military authority, fires or floods, epidemics, quarantine restrictions, war or riots, acts of terrorism, or other circumstances outside the reasonable control of the affected party.
29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

EASTMAN KODAK COMPANY

L. Anne Leuca

Name

Contract Coordinator

Title

September 2, 2009

Date

RESELLER ARCHIVE INDEX SYSTEMS, INC

BY DOUGLAS VOGT

Name

PRESIDENT

Title

7/12/10

Date

WARRANTY INFORMATION

EASTMAN KODAK COMPANY
KODAK Document Imaging Products and Services
Care Kit Extended Warranty and Post Warranty Agreement Terms and Conditions
(United States and Canada)

Eastman Kodak Company ("Kodak") and you, the customer ("Customer") agree that the following terms and conditions will apply to the provision of services by Kodak for the products defined below located in the United States, certain areas of Alaska (where a ten percent (10%) premium applies) and Hawaii. Service is also available in Canada for equipment located within 325 road Km of a Kodak Service City, excluding Yukon and Northwest Territories, Northern Quebec, Labrador, and other remote areas. In order to obtain uninterrupted service, this Agreement must be purchased prior to expiration of the original equipment warranty and registered with Kodak within 10 days of purchase, or in the case of a Care Kit Extended Warranty and Post Warranty Agreement, prior to the renewal date of such Agreement. The term of the Agreement is stated on the Care Kit package. **Kodak reserves the right to confirm the date of purchase before providing Agreement coverage.**

1 Products. Products covered by this Care Kit Extended Warranty and Post Warranty Maintenance Agreement (the "Agreement") are commercial office equipment manufactured by Eastman Kodak Company ("Kodak Products") or by Other Manufacturers ("OEM Products") and together with the Kodak Products, the "Products"), non-make or model specific, used by customers in an office environment for purposes of recording, indexing, retrieving, storing, printing and/or viewing of documents. If a Product is covered under an Agreement, warranty or the same level Agreement must also cover all interconnected components of that Product.

2 Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with KODAK's service personnel. The authorized representative will be responsible to: (1) provide initial problem-solving assistance to site users; (2) coordinate all requests for assistance and act as liaison with KODAK service personnel; (3) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by KODAK; (4) maintain system and Product documentation and install software updates; maintenance upgrades and patches supplied by manufacturers, (5) perform preventative maintenance and error recovery procedures as defined in the individual Product manuals; (6) supply consumable items (such as glass, lamps, feed rollers, Image Maintenance Kits, discs, paper, ribbons, print heads, print drum, developer or other components that are replaced due to normal wear and/or as referenced in the relevant manufacturer's manual(s)); (7) provide service personnel with immediate access to the Products when service is requested; (8) when necessary, supply and maintain a modem and communication software approved by KODAK which satisfies the respective manufacturer's Product specifications; (9) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product; (10) provide continuous and appropriate resource availability during problem resolution.

Note: Failure to meet these responsibilities may result in additional charges at prevailing Per-Call rates.

2.1 Customer Software. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Kodak is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Kodak formatting procedures for specific Products. Customer is responsible for restoring data. Kodak shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

2.2 Product Condition. Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety

features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Kodak reserves the right to inspect the Product and site installation to confirm that such Products meet Kodak's then-current minimum conditions for service. At Kodak's discretion, such inspection and any repairs necessary to bring the Product up to Kodak's minimum conditions for service shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Kodak may cancel this Agreement immediately upon written notice to Customer.

3 How to Obtain Service. Customer must call KODAK's Customer Support Centers and provide the Product's K-number or serial number, which number shall be located on the respective Product(s).

USA:	1-800-356-3253
Toronto, Canada	1-416-766-8233
All other areas of Canada	1-800-465-6325

4 Types of Service.

4.1 Telephone Support. KODAK will provide toll-free telephone support from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time.

4.2 On-Site Service. KODAK will provide on-site service from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time. Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within Manufacturer's published specifications.

4.3 Periodic Maintenance. Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the equipment in proper operating condition. The actual number of PMs to be performed is indicated on the service invoice. Additional scheduled PMs may be purchased to supplement coverage.

4.4 Extended Hours. Kodak will use commercially reasonable efforts to provide for service outside of contracted hours. Any such service performed will be billed at prevailing Kodak Per Call Overtime rates. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost.

4.5 Holidays. Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available at on a best efforts basis at prevailing Per Call Holiday rates.

4.6 Response Time

In the USA for KODAK Products

THE REPOSITORY
ARCHIVE INDEX SYSTEMS, INC.

IMAGING TECHNOLOGIES TO EXPAND MAN'S KNOWLEDGE

13204 SOUTHEAST 49TH STREET

BELLEVUE, WASHINGTON 98006

(425) 644-6449

FAX (206) 384-7297

RESELLER OF

PRODUCTION DOCUMENT SCANNERS
WIDE FORMAT SCANNERS
DOCUMENT IMAGING SOFTWARE
SCANNING SOFTWARE

MAILING ADDRESS:

POST OFFICE BOX 40135
BELLEVUE, WASHINGTON 98015-4135

www.archiveindex.com

www.wholesalescanners.com

www.the-repository.net

sales@archiveindex.com

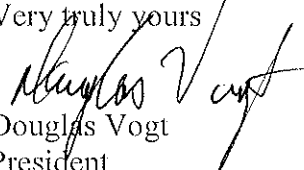
THREE REFERENCES for+ RFQ: WWV10865

ScanMD, Jay Morton
Scanner: Ngenuity 9125C
904-614-4300
806 3rd Street, Unit B
Neptune Beach, FL 32266

IE Discovery, Robert Gregg
Scanner: Spectrum XF 8090DC
512-498-7413
13640 Briarwick Dr., #250
Austin, TX 78729

Providence Memorial Hospital, Teresa Monzon
Scanner: Spectrum XF 9120DB
915-747-2681
2001 N. Oregon Street
El Paso, TX 79902

Very truly yours


Douglas Vogt
President

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:**
 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 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,
 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:**
 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:**
 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:**
 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:**
 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:**
 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: ARCHIVE INDEX SYSTEMS, INC. Signed: Wayne Vayt
 Date: 8/13/10 Title: PRESIDENT

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

STATE OF WEST VIRGINIA
Purchasing Division

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 exceeds 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ARCHIVE INDEX SYSTEMS, INC.

Authorized Signature: Douglas Vogt Date: 8/9/10

State of Washington

County of King, to-wit:

Taken, subscribed, and sworn to before me this 7 day of August, 2010.

My Commission expires Feb 11, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

