



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 16

List View

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

Procurement Folder: 275520	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0212
Vendor ID: 000000119903	SO Doc ID: SWC1700000008
Legal Name: RICOH USA INC	Published Date: 1/12/17
Alias/DBA:	Close Date: 1/19/17
Total Bid: \$1.00	Close Time: 13:30
Response Date: 01/19/2017	Status: Closed
Response Time: 11:42	Solicitation Description: Addendum 6-Statewide Contract for Digital Copiers
Total of Header Attachments: 16	
Total of All Attachments: 16	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 275520

Solicitation Description : Addendum 6-Statewide Contract for Digital Copiers

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-01-19 13:30:00	SR 0212 ESR01051700000003076	1

VENDOR
000000119903 RICOH USA INC

Solicitation Number: CRFQ 0212 SWC1700000008

Total Bid : \$1.00 **Response Date:** 2017-01-19 **Response Time:** 11:42:37

Comments:

FOR INFORMATION CONTACT THE BUYER
 Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Statewide Contract for Digital Copiers	1.00000	LS	\$1.000000	\$1.00

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description :	Statewide Contract for Digital Copiers
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 2, 2016 by 4:00 pm

Submit Questions to: Charles Bamette, Buyer
2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Charles.D.Bamette@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ~~na~~convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
o Technical
o Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 14, 2016 at 1 :30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules § 148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3- 37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. **NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor for Vendor's sale or lease of specific equipment, software and/ or hardware ("Product") or provision of services ("Services"). In order to obtain Products and/or Services from Vendor hereunder, State or Agency will either: (i) execute an order form (in a form to be provided and executed by Vendor) referencing this Contract; or (ii) issue a purchase order to Vendor (each, an "Order"). Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

X Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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0 LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

0 MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

0 INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

0 Commercial General Liability Insurance: In the amount of _____ or more.

0 Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

~~10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.~~

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11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

Payment terms are net thirty (30) days. If invoices are unpaid and overdue, the State agrees to pay Vendor a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Vendor all costs and expenses of collection, or in the enforcement of Vendor's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of *all* orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for *all* goods and services.

15. TAXES: ~~The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes. Except to the extent of any applicable and validated exemption, State agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Vendor.~~

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made

available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract and Vendor has not cured such nonconformance within sixty (60) days after receipt of written notification of such failure. The Purchasing Division Director may *also* cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e. Any cancellation not due to Vendor's nonconformance is subject to a cancellation fee to be equal to the remaining stream of payments due on the lease.

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19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: Unless otherwise stated herein, ~~the~~ terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of

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the terms and conditions contained thereon.

26. ASSIGNMENT: Except as specified in the Vendor Master Lease Agreement, Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may not be required on certain agency delegated or exempt purchases.

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27 • WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will ~~(a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency;~~ ~~(b) be merchantable and fit for the purpose intended;~~ and ~~(c) be free from defect in material and workmanship.~~

Vendor further agrees to perform its Services in a professional manner, consistent with applicable industry standards. Vendor will re-perform any Services not in compliance with this warranty and brought to Vendor's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Vendor ("Vendor Equipment"), Vendor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Vendor Equipment will be in good working order and will be free from any defects in material and workmanship. Vendor's obligations under this warranty are limited solely to the repair or replacement (at Vendor's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Vendor Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Vendor, (b) the Vendor Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Vendor specifications, (c) a defective or improper non-Vendor accessory or supply or part is attached to or used in the Vendor Equipment, or (d) the Vendor Equipment is relocated to any place where Vendor services are not available. STATE ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE VENDOR EQUIPMENT. In connection with any other Product sale, Vendor shall transfer to State any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Vendor makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Vendor to State only upon State's specific written request. State agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Vendor has no right, title or interest in any third-party software. State is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, VENDOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

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MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/adminlpurchase/privacvdefault.htm>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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33. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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36. INDEMNIFICATION: ~~The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws. Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Contract, Vendor and State agree that the terms of this paragraph shall survive the expiration or earlier termination of this Contract. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.~~

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1 ,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports

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may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[{} Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.regquisitions@wv.gov.

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41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

~~**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:-~~

~~a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.-~~

~~b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:-~~

~~e. The cost for each contract item used does not exceed one tenth of one percent (.1 %) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the~~

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~~purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.~~

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~~43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.~~

~~The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.~~

~~All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule. 44.~~
Additional Terms applicable to Product sale transactions only:

44.1 Order; Delivery and Acceptance. Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Vendor will not be obligated to sell or

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deliver Products where such information is not provided in the applicable Order. State shall be responsible for all installation, transportation and rigging expenses. State agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by State following acceptance by Vendor. Vendor reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve State of its obligation to accept remaining installments and remit payments as invoiced by Vendor. Vendor reserves the right at any time to revoke any credit extended to State because of State's failure to pay for any Products when due or for any other credit reason.

44.2 **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to State: (i) upon delivery by Vendor to common carrier; or (ii) in the case of an arranged delivery by a local Vendor installation vehicle, upon delivery by such vehicle to State shipping point. Upon delivery in either case, State assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

44.3. **Returns; Damaged Products.** No Products may be returned without Vendor's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, State agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Vendor may not be accepted by Vendor and is the sole responsibility of State. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to State. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Vendor within five (5) days after receipt of Products.

45. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 36 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING,

BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

46. Services

46.1 Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Vendor will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Vendor.

(b) For maintenance and repair Services, Vendor will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Vendor.

(c) The maintenance and repair Services provided by Vendor under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) unless covered under an extended hour service contract, service calls or work which State requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which State requests to be performed on Vendor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Vendor; (vii) any software, system support or related connectivity unless specified in writing by Vendor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Vendor; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless State engages Vendor to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Vendor Equipment (defined in Section 13) covered herein unless made at State's request and paid at Vendor's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from

causes beyond the control of Vendor are not covered by this Agreement. Vendor may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Vendor.

46.2 Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Vendor holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Vendor Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Vendor Holidays, if and when available and only in the event and to the extent that Vendor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any State location, Vendor personnel shall comply with State’s reasonable policies pertaining to access, security and use of State sites and systems, provided that such policies are provided to Vendor in advance and in writing and do not conflict with the terms and conditions of this Agreement.

46.3 Term; Early Termination. Each Order shall become effective on the date that Vendor accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” State may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as State is not then in default and provides Vendor at least thirty (30) days prior written notice. Vendor may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Vendor is not then in default and provides State at least sixty (60) days prior written notice. Should State elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, State shall pay to Vendor, as liquidated damages and not as a penalty, an early termination fee in accordance with the following (“Termination Fee”): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the “Monthly Service Charge” shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of State’s termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

46.4. Service Charges. (a) Service charges (“Service Charges”) will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty, to the extent Vendor has agreed with such manufacturer not to charge a customer for any such charges. State acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by State of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that State requests that Vendor registers with a third-party vendor prequalification service and Vendor agrees to register, State will be charged for Vendor’s registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. State shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Vendor pays such costs, State shall immediately reimburse Vendor.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Vendor reserves the right to assess additional images charges for non-standard images, including 11x17 images. State acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Vendor up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and State expressly consents to such adjustment without additional notice.

46.5 Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Agreement that State use only Vendor-provided supplies. If State uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Vendor may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, State will be offered Service on a “per call” basis at Vendor’s then-prevailing time and material rates. If Vendor determines that State has used more Vendor-provided supplies than the manufacturer’s recommended specifications, then State will pay reasonable charges for those excess supplies and/or Vendor may refuse State additional supply shipments.

(b) State is required to provide Vendor actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Vendor may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions (“AMR”). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event

of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect State document content.** Vendor uses reasonably available technology to maintain the security of the Data; however, State acknowledges that no one can guaranty security of information maintained on computers and on the internet. Vendor retains full rights to the Data (but not State documents or information), which it or its authorized third parties may use to service the Serviced Products. Vendor may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Vendor third party in a form that personally identifies the State. Vendor may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Vendor and/or its licensors protected by copyright, trade secret and other laws and treaties. Vendor retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

46.6 **Connectivity and Professional Services.** State may acquire connectivity, IT and professional services from Vendor ("Professional Services") by executing and delivering to Vendor an Order setting forth the specific services to be provided. Vendor shall provide the Professional Services at State's location(s) or on a remote basis as set forth in the Order. State shall provide Vendor with such access to its facilities, networks and systems as may be reasonably necessary for Vendor to perform the Professional Services. State acknowledges that Vendor's performance of the Professional Services is dependent upon State's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Vendor. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Vendor, Vendor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any State network or system.

46.7. **State Obligations.** State agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. State will provide adequate facilities (at no charge) for use by Vendor representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products.

State agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Vendor to perform its Services, including but not limited to “360 degree” service access to the Serviced Products. State will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Vendor in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by State and will be available “on site” for servicing. State agrees that (i) any equipment not serviced by Vendor which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Vendor service program; and (ii) any Serviced Products under one Vendor Service Level may not utilize any supplies provided to other Serviced Products with a different Vendor Service Level (i.e., no sharing of supplies across different Vendor Service Levels).

Revised 09/09/2016

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(printed Name and Title)

(Address)

(phone Number) / (Fax Number)

(email address)

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CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(printed Name and Title of Authorized Representative)

(Date)

(phone Number) (Fax Number)

Revised 09/09/2016

REQUEST FOR
QUOTATION DIGCOP17 -
Digital copiers

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids for a open-end statewide contract for digital copiers. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 "RFQ" means the official RFQ published by the Purchasing Division and identified asDIGCOP17.
3. GENERAL REQUIREMENTS:
 - 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements shown below.
 - 3.1.1 BAND 1 - MONOCHROME COPIER
 - 3.1.1.1 Band 1 must be have the following minimum specifications:
 - a. Manufacturer copy volume 5,000 month
 - b. Copy speed 18 cpm
 - c. 250 sheet paper capacity
 - d. Bypass tray
 - e. Auto document feeder
 - f. Minimum 8 1/2" x 11" capacity paper tray
 - g. Stapling capability not required

REQUEST FOR QUOTATION
DIGCOP17 - Digital copiers

3.1.2 BAND 2 - MONOCHROME COPIER

3.1.2.1 Band 2 must be have the following minimum specifications:

- a. Manufacturer copy volume 15,000 month
- b. Copy speed 25 cpm
- c. 500 sheet paper capacity
- d. 2 paper sources
- e. Auto document feeder
- f. Electronic sorting or finisher/sorter

3.1.3 BAND 3 - MONOCHROME COPIER

3.1.3.1 Band 3 must be have the following minimum specifications:

- a. Manufacturer copy volume 30,000 month
- b. Copy speed 30 cpm
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.4 BAND 4 - MONOCHROME COPIER

3.1.4.1 Band 4 must be have the following minimum specifications:

- a. Manufacturer copy volume 45,000 month
- b. Copy speed 40 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

REQUEST FOR QUOTATION
DIGCOP17 - Digital copiers

3.1.5 BAND 5 - MONOCHROME COPIER

3.1.5.1 Band 5 must have the following minimum specifications:

- a. Manufacturer copy volume 65,000 month
- b. Copy speed 50 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.6 BAND 6 - MONOCHROME COPIER

3.1.6.1 Band 6 must have the following minimum specifications:

- a. Manufacturer copy volume 80,000 month
- b. Copy speed 60 cpm
- c. 1,500 sheet paper capacity
- d. 4 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.7 BAND 7 - MONOCHROME COPIER

3.1.7.1 Band 7 must have the following minimum specifications:

- a. Manufacturer copy volume 150,000 month
- b. Copy speed 70 cpm
- c. 1,500 sheet paper capacity
- d. 4 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

REQUEST FOR QUOTATION
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3.1.8 BAND 1- COLOR COPIER

3.1.8.1 Band 1 must have the following minimum specifications:

- a. Manufacturer copy volume 10,000 month
- b. Copy speed 18 cpm
- c. 250 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder
- f. Minimum 8 1/2" x 11" capacity paper tray
- g. Stapling capability not required

3.1.9 BAND 2 - COLOR COPIER

3.1.9.1 Band 2 must have the following minimum specifications:

- a. Manufacturer copy volume 20,000 month
- b. Copy speed 25 cpm
- c. 500 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder

3.1.10 BAND 3 - COLOR COPIER

3.1.10.1 Band 3 must have the following minimum specifications:

- a. Manufacturer copy volume 30,000 month
- b. Copy speed 30 cpm
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

REQUEST FOR QUOTATION
DIGCOP17 - Digital copiers

3.1.11 BAND 4 - COLOR COPIER

3.1.11.1 Band 4 must have the following minimum specifications:

- a. Manufacturer copy volume 40,000 month
- b. Copy speed 40 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.12 PROHIBITION OF 90 COPIES PER MINUTE: Vendor shall not include in its bid any copier that produces copies at a rate of 90 copies per minute or more. If Vendor does bid a copier that produces copies at 90 copies per minute or more, that copier will be rejected and Vendor's bid will be evaluated as if Vendor failed to bid a copier for that band.

3.1.13 ADDITIONAL CONTRACT ITEM REQUIREMENTS:

3.1.13.1 Copier Requirements: All copiers provided under this contract must:

- A. be digital equipment. Analog models will not be accepted.
- B. be capable of reproducing general office correspondence, reports, and bound documents.
- C. be able to reproduce quality copies from any of the following types of original documents while operating in an automated exposure mode: laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite #2 pencils, red pen & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or B&W), solid lines and grids, solids, and graduated gray-scale tones.
- D. be capable of automatically selecting the proper paper size in respect to the original being copied.

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QUOTATION DIGCOP17 -
Digital copiers

- E. have the ability to be set for reduction and enlargement in 1 % increments.
- F. be in production and available for sale at time of submitted quote.
- G. be Energy Star Compliant and be installed with energy saving features enabled.
- H. be capable of copying on plain bond paper in both 8 1/2" x 11", 8 1/2" x 14" and 11" x 17". The 11" x 17" size is required for Bands 2 and above.

3.1.13.2 Service and Maintenance

- A. Full Service Requirement: Vendor must have the ability to provide on-site service and maintenance for all Contract Items. Vendor must enter into a full service and maintenance contract for all Contract Items that are leased or if the Contract Items are Purchased and Agency elects to include maintenance in the purchase price. Vendor must provide a copy of any maintenance agreement for approval prior to award of this Contract. Vendors must provide an 800 telephone number for service support prior to Contract award.
- B. Maintenance A preventative maintenance schedule shall be provided as needed on all Contract Items as specified by the manufacturer. This includes, but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to ensure successful performance of the equipment.
- C. Monthly Copy Allowance: Vendor shall include all service and maintenance costs up to the copy limit specified for each band in the base price of the copier bid. Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel

expenses, and supplies (excepting paper) that

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are necessary to maintain satisfactory performance of the copier. Once the copy limit is exceeded, Vendor may charge a per copy service and maintenance fee that must include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses, and supplies (excepting paper).

Color Copiers do not include a copy limit and Vendor may charge a per copy service and maintenance fee that must include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses, and supplies (excepting paper).

- D. Connectivity Service Support: Vendor must provide service support to coordinate installation of Contract Items with agency personnel.
- E. Certification Requirement: Service representatives must be full time employees of the Vendor or of a subcontracted party designated by Vendor in writing. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at anytime.
- F. Replacement Units: Vendor shall provide a temporary replacement copier for any copier being rented, at no charge, if the Agency's copier is estimated to be down for 16 consecutive working hours or longer for repair. Temporary replacement copiers shall be of comparable size and functionality as the copier it is replacing. The Agency will not pay any charges associated with the temporary replacement unit, but shall pay the charges that it would have incurred if its copier had not been temporarily replaced.
- G. Response Requirement: Vendors must respond to all requests for service within two (2) working hours of an Agency's request and be on site to complete the repair

within eight (8) working hours of the request throughout

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the term of this Contract. Repetitive complaints concerning the failure to meet this requirement may be cause for cancellation of the contract. Service must be provided during normal working hours (8:00 am to 5:00 pm EST), Monday through Friday, with the exception of State holidays.

- H. Failure Rate: Any copier averaging more than two malfunctions per month for a three (3) month period shall be reviewed by the Agency with the Vendor present to determine a course of corrective action, which may include but not be limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing Division shall determine the corrective action necessary in the event that an impasse cannot be resolved to the Agency's satisfaction.
- 3.1.13.3 Training: Vendor shall provide Agency with in-house training within five working days of installation of the equipment or as otherwise agreed to by Agency.
- 3.1.13.4 Manuals: Vendors shall provide at least one (1) copy of the operator's instruction manual for each Copier leased or purchased to the Agency that has leased or purchased it. Each manual shall include the vendor's name, telephone number(s), contact person(s), and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.
- 3.1.13.5 Paper Requirement: A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multi-copy capability) may be counted as meeting the minimum paper source specification. However, a sheet bypass (single, hand-fed sheets) shall not meet the minimum paper source specifications.

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Paper capacity is the listing for all on-line paper trays combined.

- 3.1.13.6 Fees and Costs: Monthly rental fees, copy allowances, other supply costs and maintenance costs shall remain firm for the life of the Contract. Pricing shall also be inclusive of shipping, delivery, installation, and training.

If the item bid is discontinued, the vendor may propose an equivalent product meeting or exceeding the specifications at the same bid price. If the replacement item is accepted or approved, the item will be added by change order.

- 3.1.13.7 Manufacturer Accessory Listing Requirements: Vendors shall provide a listing of all possible accessories available for each copier that Vendor includes on the Pricing Pages. It is preferred that the Accessory Listing be provided with the bid.

- 3.1.13.8 New/Re-manufactured Requirement: All Contract Items must be new. Re-manufactured equipment is not acceptable. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty. Newly manufactured means manufactured in the current year and has not been used.

- 3.1.13.9 Retrofits: Any convenience, performance or safety-related retrofits that may be mandated by the vendor or manufacturer must be installed at no additional cost on copiers placed in service resulting from a contract. Features must be installed within 90 days after it becomes available to the public.

- 3.1.13.10 Published Specifications: All copiers quoted must have published copy volumes per month and copies per minute. Vendors must provide published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which include copy volumes per month, copies/minute data, available memory, paper sources and paper capacity prior to award. Vendor shall highlight all standard

features on within the literature provided for each copier bid.

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- 3.1.13.11 Parts Availability: Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units. All parts SHALL be new. "New" means manufactured in the current year and has not been used.
- 3.1.13.12 Scan Charges: Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Scanning can only be billed as an accessory that may increase the monthly cost per unit as shown on the Pricing Pages.
- 3.1.13.13 Power Protection: Vendors should include, as part of their available accessories for digital copiers, surge and ground noise protection units. Units shall be ESP QC Power protection, or equal, for Bands 4 through 7, and ESP Majac Power protection, or equal, for Bands I through 3. Vendors must provide manufacturer literature for any "or equal" power protection unit bid prior to award.
- 3.1.13.14 Power Requirements: If a copier requires a dedicated power line, it is the joint responsibility of the vendor and Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.
- 3.1.13.15 Network Connection: All network connected units must include all cable, cards, etc. for connection to the Agency's network at no additional cost to the Agency. Vendor's equipment must be capable of connecting to an Ethernet/FastEthernet network that has either Microsoft or Novell as the network operating system.
- 3.1.13.16 Firmware/Software: Vendors shall ensure that it provides all necessary firmware/software with each copier to allow Agency to obtain full use of the copier being installed. The cost of any firmware/software shall be included in the base price of the copier being bid. Vendor and agency must obtain approval

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from the appropriate entity prior to connecting any firmware/software to a State network. Vendor must provide a copy of any firmware/software agreement for approval prior to award of this Contract.

3.1.13.17 Information Security: All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. Removal and rendering information unusable must be conducted in accordance with the policies and procedures of the Office of Technology or other entity that has authority over technology related matters for the Agency, specifically pursuant to NIST standards and provide a certificate of validation with all pertinent hard drive identification information such as the serial number.

For purchased machines, the agency must dispose of the machine and hard drive per the policies of the WV State Agency for Surplus Property and the Office of Technology.

For leased machines: At the end of the lease, if the agency does not choose to keep the machine, the vendor shall remove the machine's hard drive and leave it with the agency for disposition in accordance with procedures prescribed by the Office of Technology.

3.1.13.18 Vendor Certification: Vendor, if other than the manufacturer, should provide the following authorization/certification prior to award of the Contract: Verification from the manufacturer that vendor or vendor's subcontractor is an authorized distributor and/or service representative that is authorized to sell and service manufacturer's products.

3.1.13.19 Leasing of machines: If a third party leasing company is used, they will be held to the specifications of the contract. The State cannot permit payment to the leasing agency directly, the State can only pay the vendor who is awarded the contract. The State cannot sign lease documents if leased through another company meaning any other entity other than the awarded vendor.

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4. CONTRACT AWARD:

4.1 Contract Award: The Purchasing Division intends to award this Contract to a single vendor that will provide all of the Contract Items. This Contract shall be limited to only those Contract Items that Vendor includes in its bid and any accessories that can be affixed to the Contract Item that Vendor bid. This Contract will be awarded to the Vendor that provides all Contract Items for the lowest Total Price for All Items on the Pricing Pages. Failure to bid all Contract Items may result in rejection of a vendor's bid. Notwithstanding the foregoing, the Purchasing Division reserves the right to split the award of this Contract among multiple Vendors if doing so is found to be in the best interest of the State of West Virginia.

Accessories: Vendor shall provide all accessories, other than those listed on the pricing pages, to Agency at manufacturer's invoice price. Prices for the listed copiers on the pricing pages should include the vendor's profit, shipping, setup cost and installation for all items. The copier bid for each band and the accessories requested on the Pricing Pages shall be provided to Agency at the Price listed on the Pricing Pages. A copy of the invoice must be provided.

4.2 Pricing Pages: The Pricing Pages consist of the eight item numbers each listing an order type and containing 1 through 7 monochrome copier bands or 1 through 4 color copier bands. Vendor should bid only one copier per band. In the event that a single Vendor submits multiple copiers for any given band, only the lowest cost copier will be considered for evaluation purposes. The bands are defined in Section 3 above. Additionally, the Pricing Pages contain totals for each band, totals for each item number and a Total Price for All Items. Each item number contains some or all of the following:

Purchased Machines (Item No.1 and 2)

4.2.1 Copier - Vendor should list the brand name and Model No. of the single copier that it is bidding for the item no. and band number in question. Vendor should also list the Total price for the Estimated Quantity if not completing the Pricing Pages electronically.

4.2.2 Accessories - Scanning, Network Printing, Fax, and Staple are listed as common accessories on the Pricing Pages. Vendor should include the brand name of the accessory (if applicable), the model number of the accessory (if applicable), and the Unit Price for each accessory. Vendor should also list the total price for the accessory based on the estimated quantity if not completing the pricing pages

electronically. In the event that Vendor's copier already includes

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one or more of the listed accessories, Vendor should write "included" in the space for the brand name of the accessory and list the Unit Price as \$0 for the accessory in question. The cost of an accessory already included in the copier being bid should be reflected in the Unit Price of the copier.

- 4.2.3 Monthly Maintenance Charge Per Copier - Vendor should list in the Unit Price section, the monthly price for maintenance on one copier for the stated number of copies per month. Agencies are not required to purchase this maintenance and Vendor shall not charge for maintenance on a purchased machine unless the Agency requests it. The monthly cost of maintenance for one machine should be multiplied by the Estimated Quantity to arrive at a Total Price.
- 4.2.4 Per Copy Maintenance Overage Charge - Vendor should list the per copy charge that it will add to the monthly maintenance charge if the Agencies copies exceed the stated number of copies per month. That per copy charge will only be charged if the Agency requests monthly maintenance.
- 4.2.5 Total for Band 1 - This is the line below each band to allow the Vendor to add up all of the Total Costs for each band. The total for each band will then be added together to arrive at either the Total Purchase Price of Monochrome Bands 1 - 7 or the Total Purchase Price of Color Bands 1 - 4.
- 4.2.6 Per Copy Maintenance Charge (Color) - Vendor should list its per copy maintenance charge for color copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.
- 4.2.7 Per Copy Maintenance Charge (Monochrome) - Vendor should list its per copy maintenance charge for monochrome copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.

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Leased Machines (Item Nos. 3 through 8)

- 4.2.8 Copier (including maintenance for _ copies) - Vendor should list the brand name and Model No. of the copier that it is bidding for the item no. and band number in question. As indicated, the Unit Price on all leased copiers must include any service and maintenance costs for the number of copies per month listed. The space above has been left blank because each band has a different number of copies included. Vendor should multiply the Unit Price by the quantity specified to calculate the Total Price Per Month (Including Maintenance).
- 4.2.9 Copier - Same as above.
- 4.2.10 Accessories - Same as above.
- 4.2.11 Per Copy Maintenance Overage Charge (and up) Vendor should list the per copy charge in the Unit Price section for each copy in excess the number of copies per month listed and then multiply that by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance). The space above has been left blank because each band has a different number of overage charges included.
- 4.2.12 Total for Band 1 - Same as above.
- 4.2.13 Per Copy Maintenance Charge (Color) - Vendor should list the per copy charge for color copies service and maintenance.
- 4.2.14 Per Copy Maintenance Charge (Monochrome) - Vendor should list the per copy charge for monochrome copies on color machines as the Unit Price for this line item. This should then be multiplied by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance).
- 4.2.15 Total Monthly Lease Price of Monochrome Bands 1 through 7 for __ Month Lease - This line item represents a combined total of all monochrome bands in the specified monthly lease period. Vendor should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 24, 36 or 48 months.
- 4.2.16 Total Monthly Lease Price of Color Bands 1 through 4 for __ Month Lease - This line item represents a combined total of all color bands in the specified monthly lease period. Vendor

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should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 24, 36 or 48 months.

Final Pricing Page

4.2.17 Total Price for All Items - The last page of the Pricing Pages contains a chart of each items (Item Nos. 1 through 8) total Price and a combined total of all items identified as the Total Price for All Items. Vendor should ensure that each of these line items has been properly added and completed.

4.3 Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each Eligible Item includes the Brand Name of the Item Bid, the Model No. of Item Bid, and the Unit Price of the item bid, totals for each band, totals for each combined set of bands (For example: Total Purchase Price of Monochrome Bands 1 through 7), and the Total Price for all Items. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

The Pricing Pages also contain a list of estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages will automatically perform the necessary calculations once the Unit Price has been entered for each item. Vendor is required, however, to ensure that the calculation is correct. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to Tara Lyle at Charles.D.Bamette@wv.gov or Tara.L.Lyle@wv.gov.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering Procedure: At the time of need, agencies shall review the minimum specification requirements for copier bands to determine the appropriate band required. The agency should use the WV-39 for release orders to obtain the Contract Items under this Contract. Agency may either lease or purchase the Contract Items from the vendor awarded this Contract. Agency may order any accessory that Vendor has for the copier that Vendor bid. Upon request, Vendor must provide a list of all available accessories for the copiers that Vendor bid to Agencies for ordering purposes.

Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.1 Authorizing Documentation: Vendor is prohibited from filling orders without the proper documentation attached to the WV-39, Contract Release Order. The State Auditor will not authorize payment for any applicable purchase orders/invoices that do not have the proper authorization documentation. Any copier to be networked requires prior approval by the Office of Technology.
- 5.2 Maintenance Option: Agencies have the option of not entering into a maintenance/service contract on purchased copiers. If maintenance is not obtained through this Contract, Agency may obtain it through a separate procurement on a per call, time and materials basis.
- 5.3 Short Term Rental: Any Agency requiring a copier for less than a 24-month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.
- 5.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.
- 5.5 Invoicing/Meter Read: Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the Vendor and Agency, invoicing may be done on a quarterly basis in arrears. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy overage charges. For example, if the monthly copy volume included in the base charge is 30,000 copies per month, 90,000 copies for a three month period will be allowed before an

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overage charge is billed, regardless of how many copies were completed in each of the three months of the three month period.

This option is being made available to diminish the administrative burden of obtaining a monthly meter read. Agencies may provide meter readings monthly or quarterly as agreed. Vendors may accept meter readings via their web site, fax, telephone, or any means agreeable to the Vendor and Agency.

6 DELIVERY AND RETURN:

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

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

- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
The Vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment.
- 6.4 Installation and Removal Charges: All Contract Items sold or leased to an Agency under this Contract shall be installed and removed free of charge. This applies to all situations or de-installations.
- 6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses.

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Digital copiers

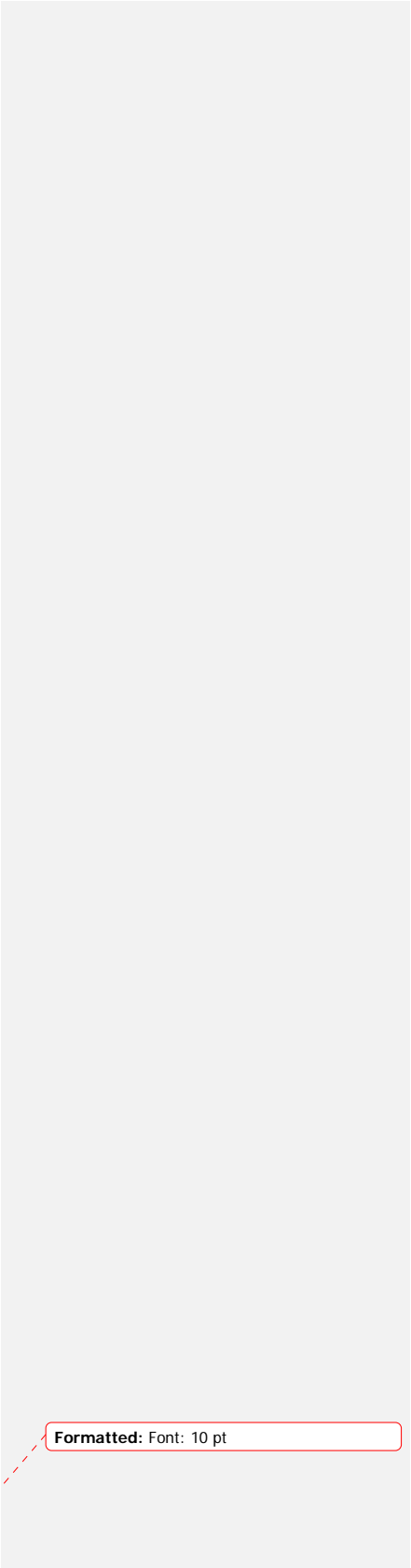
If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit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

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

7 MISCELLANIOUS:

- 7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
- 7.5 Minimum Qualification Experience: Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer representative. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be offered in each band. Failure to provide required information when requested by

the Purchasing Division may result in disqualification of the bid.



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REQUEST FOR
QUOTATION DIGCOP17 -
Digital copiers

7.6 Subcontracts/Joint Ventures: The Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.

7.7 Rental Term: Prices for all standard rental units are to be for a 24, 36, and 48 month term. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extension should only be used when an agency has a compelling reason such as anticipation of an office move or closing. After expiration of this Contract, month to month extensions are not permitted, but lease agreements entered into under this Contract prior to expiration shall remain in effect for the remainder of the lease term.

7.S Damages: Agencies shall be responsible for damages or loss of rental equipment caused by misuse, abuse, vandalism, theft, fire, flood, or any other occurrence where necessary care was not taken by the agency to prevent loss to the vendor.

DIGCOP17 - Prdnl PIIps

Item No.	Order Type	Item Description	Brand Nlme of Item Bid	Model No. of Item Bid	Est. Quantity	Unit Price	Total Price
1	Purchase	Monocrt.orne					
		Band 1					
		Copier			1		¢
		Scanrlng			1		¢
		Network Printing			1		\$
		reX			1		\$
		Monthly Maintenance Charge Per Copier (0-5,000 copies)			3,060		¢ -
		Per Copy Maintenance Overage Charge (5,001 and up)			18,000		¢ -
		Total for Band 1					¢ -
		Band2					
		Copier			15		¢ -
		Scanning			15		¢ -
		Network Printing			15		¢ -
					15		\$
		Staple			15		¢
		Monthly Maintenance Charge Per Copier (0-15,000 copies)			2,880		¢
		Per Copy Maintenance Overage Charge (15,001 and up)			18,000		¢
		Total for Band 2					\$
		Band 3					
		Copier			5		\$ -
		Scanning			5		\$ -
		Network Printing			5		¢
					5		¢
		Staple			5		¢
		Monthly Mlntenance Charge Per Copier (0-30,000 copies)			1,800		¢
		Per Copy Maintenance Overage Charge (30,001 and up)			18,000		¢
		Total for Bind 3					\$
		Band 4					
		Copier			5		\$ -
		Scanning			5		\$
		Network Printing			5		¢
					5		¢
		Staple			5		\$
		Monthly Maintenance Charge Per Copier (0-45,000 copies)			1,080		\$
		Per Copy Maintenance Overage Charge (45,001 and up)			18,000		\$
		Total for Band 4					\$

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price	Total Price
2	Purchase	Color					
		Band 1					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		rex			5	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 1				\$	-
		Band 2					
		Copier			1	\$	-
		Scanning			10	\$	-
		Network Printing			10	\$	-
		Pax			10	\$	-
		Staple			10	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 2				\$	-
		Band 3					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		Staple			5	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 3				\$	-
		Band 4					
		Copier			10	\$	-
		Scanning			10	\$	-
		Network Printing			10	\$	-
		rex			10	\$	-
		Staple			10	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 4				\$	-

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			Total Purchase Price ofeoci Bands 1-4 \$	-
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Item No	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)
3	24 Month 10a"	Monochrome				
	Band 1					
	Copier (including maintenance for 0 - 5000 copies)			1		\$ -
	Scanning			1		\$ -
	Network Printing			1		\$ -
	Per Copy Maintenance Overage Charge (5001 and up)			500		\$ -
	Total for Band 1					\$ -
	Band 2					
	Copier (including maintenance for 0 - 15,000 copies)			5		\$ -
	Scanning			5		\$ -
	Network Printing			5		\$ -
	Staple			5		\$ -
	Per Copy Maintenance Overage Charge (15,001 and up)			500		\$ -
	Total for Band 2					\$ -
	Band 3					
	Copier (including maintenance for 0 - 30,000 copies)			5		\$ -
	Scanning			5		\$ -
	Network Printing			5		\$ -
	Staple			5		\$ -
	Per Copy Maintenance Overage Charge (30,001 and up)			500		\$ -
	Total for Band 3					\$ -

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3	24 Month Lease (cont.)	Monochrome						
		Bind4						
		Copier (Including maintenance for 0-45,000 copies)		5		\$	-	
		Scanning		5		\$		
		Network Printing		5		\$	-	
		Staple		5		\$		
		Per Copy Maintenance Overlge Charge (45,001 and up)		500		\$	-	
		Total for Bind 4				\$	-	
		Band5						
		Copier (Including maintenance for 0 - 65,000 copies)		5		\$		
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$		
		Per Copy Maintenance Overlge Charge (65,001 and up)		500		\$		
		Total for Band 5				\$		
		Band6						
		Copier (including maintenance for 0 - 80,000 copies)		5		\$		
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$	-	
		Per Copy Maintenance Overlge Charge (80,001 and up)		500		\$		
		Total for Band 6				\$		
		Band 7						
		Center (including maintenance for 0 -150,000 copies)		5		\$	-	
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$	-	
		Per Copy Maintenance Overlge Charge (150,001 and up)		500		\$		
		Total for Band 7				\$		
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease					\$	-

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)
4	24 Month	Color					
		Band 1					
		Copier			5	\$	-
		Scanning			5	\$	
		Network Printing			5	\$	
		'0>			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 1				\$	
		Band 2					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		'0>			5	\$	-
		Staple			5	\$	-
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 2				\$	
		Band 3					
		Copier			5	\$	
		Scanning			5	\$	
		Network Printing			5	\$	
		'0>			5	\$	
		Staple			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 3				\$	
		Band 4					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-

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	'0>			5		\$	-	
	Staple			5		\$	-	
	Per Copy Maintenance Charge (Color)			2,000		\$		
	Per Copy Maintenance Charge (Monochrome)			4,000		\$		
	Total for Band 4					\$	-	
	Tatar Monthly lease Price of Color Bands 1 through 4 for 24 Month Leas						\$	-

Item No.	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Includn. Maintenance)
5	36 Month Lease	Monochrome				
	Band 1					
	Copier (including maintenance for 0 - 5,000 copies)			3D		\$
	Scanning			3D		\$
	Network Printing			3D		\$ -
	'0>			30		\$
	Per Copy Maintenance Overage Charge (5,001 and up)			5DD		\$
	Total for Band 1					\$
	Band 2					
	Copier (including maintenance for 0 -15,000 copies)			5		\$
	Scanning			5		\$ -
	Network Printing			5		\$
				5		\$
	Staple			5		\$
	Per Copy Maintenance Overage Charge (15,001 and up)			SOD		\$
	Total for Band 2					\$
	Band 3					
	Copier (Including maintenance for 0 - 30,000 copies)			4D		\$ -
	Scanning			4D		\$ -
	Network Printins			4D		\$ -
				4D		\$ -
	Staple			4D		\$
	Per Copy Maintenance Overage Charge (30,001 and up)			500		\$
	Total for Band 3					\$
	Band 4					
	Copier (including maintenance for 0 - 45,000 copies)			40		\$
	Scanning			40		\$
	Network Printing			40		\$
				4D		\$
	Staple			4D		\$ -
	Per Copy Maintenance Overage Charge (45,001 and up)			500		\$ -
	Total for Band 4					\$

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5	36 Month Lease (cont.)	Monochrome						
		Bands						
		Copier (including maintenance for 0 - 65,000 copies)	40		\$			
		Scanning	40		\$			
		Network Printing	40		\$			
		Fax	40		\$		-	
		Staple	40		\$			
		Per Copy Maintenance Overage Charge (65,001 and up)	500		\$			
		Total for Band 5			\$			
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	20		\$			
		Scanning	20		\$		-	
		Network Printing	20		\$			
			20		\$			
		Staple	20		\$			
		Per Copy Maintenance Overage Charge (80,001 and up)	500		\$			
		Total for Band 6			\$			
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	10		\$		-	
		Scanning	10		\$		-	
		Network Printing	10		\$			
			10		\$			
		Staple	10		\$			
		Per Copy Maintenance Overage Charge (150,001 and up)	500		\$			
		Total for Band 7			\$			
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease					\$	

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Item No	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price hrMonth	Total Price per Month (Including Maintenance)
6	36 Month Lease	Color					
		Band 1					
		Copier			5	\$	
		Scanning			5	\$	
		Network Printing			5	\$	-
					5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 1				\$	
		Band 2					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	
					5	\$	
		Staple			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		TOTAL for Band 2				\$	
		Band 3					
		Copier			40	\$	-
		Scanning			40	\$	
		Network Printing			40	\$	
					40	\$	
		Staple			40	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 3				\$	
		Band 4					
		Copier			40	\$	-
		Scanning			40	\$	-
		Network Printing			40	\$	-
		Staple			40	\$	-

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	Staple		40		\$	-	
	Per Copy Maintenance Charge (Color)		2,000		\$		
	Per Copy Maintenance Charge (Monochrome)		4,000		\$		
	Total for BiInd 4				\$	-	
	Total Monthly tease Price of CelDf Bands 1 through 4 for 36 Month tease					\$	

Item No.	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Intenance)
7	48 Month Lo *** Monochrome					
	Band 1					
	Copier (including maintenance for 0-5,000 copies)			30	\$	-
	Scanning			30	\$	-
	Network Printing			30	\$	
				30	\$	
	Per Copy Maintenance Overage Charge (5,001 and up)			SOD	\$	
	Total for Band 1				\$	
	Band 2					
	Copier (including maintenance for 0-15,000 copies)			30	\$	-
	Scanning			30	\$	
	Network Printing			30	\$	
				30	\$	
	Staple			30	\$	
	Per Copy Maintenance Overage Charge (15,001 and up)			500	\$	
	Total for Band 2				\$	
	Band 3					
	Copier (including maintenance for 0-30,000 copies)			80	\$	-
	Scanning			80	\$	-
	Network Printing			80	\$	
				80	\$	
	Staple			80	\$	
	Per Copy Maintenance Overage Charge (30,001 and up)			500	\$	
	Total for Band 3				\$	
	Band 4					
	Copier (including maintenance for 0-45,000 copies)			40	\$	
	Scanning			40	\$	
	Network Printing			40	\$	
				40	\$	-
	Staple			40	\$	-
	Per Copy Maintenance Overage Charge (45,001 and up)			500	\$	
	Total for Band 4				\$	

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7	48 Month tease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 60,000 copies)			30		\$	
		Scanning			30		\$	
		Network Printing			30		\$	
		Staple			30		\$	
		Per Copy Maintenance Overage Charge (60,001 and up)			500		\$	
		Total for Band 5					\$	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)			35		\$	
		Scanning			35		\$	
		Network Printing			35		\$	
		Staple			35		\$	
		Per Copy Maintenance Overage Charge (80,001 and up)			500		\$ -	
		Total for Band 6					\$ -	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)			25		\$	
		Scanning			25		\$	
		Network Printing			25		\$	
		Staple			25		\$ -	
		Per Copy Maintenance Overage Charge (150,001 and up)			500		\$ -	
		Total for Band 7					\$ -	
		Total Monthly tease Price of Monochrome Bands 1 through 7 for 48 Month Lease						\$ -

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price (2 Per Month (Including Maintenance))
	48 Month lease	COLO,					
		Band 1					
		Copier			5		\$ -
		Scanning			5		\$
		Network Printing			5		\$
					5		\$
		Per Copy Maintenance Charge (Color)			2,000		\$
		Per Copy Maintenance Charge (Monochrome)			4,000		\$
		Total for Band 1					\$ -
		Band 2					
		Copier			10		\$
		Scanning			10		\$
		Network Printing			10		\$
					10		\$
		Staple			10		\$
		Per Copy Maintenance Charge (Color)			2,000		\$ -
		Per Copy Maintenance Charge (Monochrome)			4,000		\$ -
		Total for Band 2					\$ -
		Band 3					
		Copier			20		\$
		Scanning			20		\$
		Network Printing			20		\$
					20		\$
		Staple			20		\$
		Per Copy Maintenance Charge (Color)			2,000		\$
		Per Copy Maintenance Charge (Monochrome)			4,000		\$ -
		Total for Band 3					\$ -
		Band 4					
		Copier			50		\$
		Scanning			50		\$
		Network Printing			50		\$
					50		\$

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	Staple		50		\$
	Per Copy Maintenance Charge (Color)		2,000		\$
	Per Copy Maintenance Charge (Monochrome)		4,000		\$
	Tond for Band 4				\$
	Total Monthly Lease Pric!! of Color Bands 1 through 4 for 48 Month leas				

Total Price for All Items		
Item 1	Total Purchasing Price of Monochrome Bands 1 through 7	\$
Item 1	Total Purchas Price of Color Bands 1004-	\$
Item 3	Total Monthly lease Price of Monochrome Bands 1 through 7 for 24 Month lease	\$
Item 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month lease	\$
Item 5	Total Monthly lease Price of Monochrome Bands 1 through 7 for 36 Month lease	\$
Item 6	Total Monthly lease Price of Color Bands 1 through 4 for 36 Month lease	\$
Item 7	Total Monthly lease Price of Monochrome Bands 1 through 7 for 48 Month lease	\$
Item 8	Total Monthly lease Price of Color Bands 1 through 4 for 48 Month Lease	\$ -
Total Price for All Items		\$

Vendor Information:

Vendor Name: _____

Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of __, 20__.

My Commission expires, 20__.

AFFIX SEAL HERE
NOTARY PUBLIC _____

Purchasing Affidavit (Revised 081012015)

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State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-S-7. (Does not apply to construction contracts). *West Virginia Code*, §5A-S-7, 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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
 - Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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,

Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

Application is made for 5% 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,

4. Application is made for 3.5% 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,

Application is made for 3.5% vendor preference who is a veteran for the reason checked:

6. 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.

Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

7. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: _____

Signed: _____

Date: _____

Title: _____

~~92864v1~~
~~Check any combination of preference consideration(s) indicated above, which you are entitled to receive.~~

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Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Unit Price	Total Price
1	Purchase	Monochrome					
		Band 1					
		Copier	RICOH	MP 301SPF	10	\$ 1,056.00	\$ 10,560.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		INCLUDED	10		\$ -
		Monthly Maintenance Charge Per Copier (0-5,000 copies)			360	\$ 25.92	\$ 9,331.20
		Per Copy Maintenance Overage Charge (5,001 and up)			18,000	\$ 0.00960	\$ 172.80
		Total for Band 1					\$ 20,064.00
		Band 2					
		Copier	RICOH	MP 2554	20	\$ 2,099.00	\$ 41,980.00
		Scanning		INCLUDED	20		\$ -
		Network Printing		INCLUDED	20		\$ -
		Fax		FAX OPTION TYPE M12	20	\$ 323.00	\$ 6,460.00
		Staple		INTERNAL FINISHER SR313	20	\$ 378.00	\$ 7,560.00
		Monthly Maintenance Charge Per Copier (0-15,000 copies)			720	\$ 21.78	\$ 15,681.60
		Per Copy Maintenance Overage Charge (15,001 and up)			18,000	\$ 0.00670	\$ 120.60
		Total for Band 2					\$ 71,802.20
		Band 3					
		Copier	RICOH	MP 3554	10	\$ 2,499.00	\$ 24,990.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		FAX OPTION TYPE M12	10	\$ 323.00	\$ 3,230.00
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00
		Monthly Maintenance Charge Per Copier (0-30,000 copies)			360	\$ 40.20	\$ 14,472.00
		Per Copy Maintenance Overage Charge (30,001 and up)			18,000	\$ 0.00670	\$ 120.60
		Total for Band 3					\$ 46,592.60
		Band 4					
		Copier	RICOH	MP 4054SP	10	\$ 3,843.40	\$ 38,434.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		FAX OPTION TYPE M12	10	\$ 323.00	\$ 3,230.00
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00
		Monthly Maintenance Charge Per Copier (0-45,000 copies)			360	\$ 55.00	\$ 19,800.00
		Per Copy Maintenance Overage Charge (45,001 and up)			18,000	\$ 0.00550	\$ 99.00
		Total for Band 4					\$ 65,343.00

1	Purchase (cont.)	Monochrome						
		Band 5						
		Copier	RICOH	MP 6503SP	10	\$ 6,292.76	\$ 62,927.60	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 349.00	\$ 3,490.00	
		Staple		FINISHER SR4120	10	\$ 1,634.00	\$ 16,340.00	
		Monthly Maintenance Charge Per Copier (0-65,000 copies)			360	\$ 72.00	\$ 25,920.00	
		Per Copy Maintenance Overage Charge (65,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 5					\$ 108,742.40	
		Band 6						
		Copier	RICOH	MP 6503SP	5	\$ 6,292.76	\$ 31,463.80	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 349.00	\$ 1,745.00	
		Staple		FINISHER SR4120	5	\$ 1,634.00	\$ 8,170.00	
		Monthly Maintenance Charge Per Copier (0-80,000 copies)			180	\$ 72.00	\$ 12,960.00	
		Per Copy Maintenance Overage Charge (80,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 6					\$ 54,403.60	
		Band 7						
		Copier	RICOH	MP 7503SP	10	\$ 7,269.78	\$ 72,697.80	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 349.00	\$ 3,490.00	
		Staple		FINISHER SR4120	10	\$ 1,634.00	\$ 16,340.00	
		Monthly Maintenance Charge Per Copier (0-150,000 copies)			360	\$ 124.20	\$ 44,712.00	
		Per Copy Maintenance Overage Charge (150,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 7					\$ 137,304.60	
		Total Purchase Price of Monochrome Bands 1 through 7					\$	504,252.40

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price	Total Price	
2	Purchase	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 2,340.20	\$ 11,701.00	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 349.00	\$ 1,745.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.03920	\$ 2,822.40	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00960	\$ 1,382.40	
		Total for Band 1					\$ 17,650.80	
		Band 2						
		Copier	RICOH	MP C3004	10	\$ 3,988.92	\$ 39,889.20	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M19	10	\$ 349.00	\$ 3,490.00	
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02520	\$ 1,814.40	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00520	\$ 748.80	
		Total for Band 2					\$ 49,722.40	
		Band 3						
		Copier	RICOH	MP C4504	5	\$ 5,013.75	\$ 25,068.75	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 334.00	\$ 1,670.00	
		Staple		INTERNAL FINISHER SR313	5	\$ 378.00	\$ 1,890.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02440	\$ 1,756.80	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00560	\$ 806.40	
		Total for Band 3					\$ 31,191.95	
		Band 4						
		Copier	RICOH	MP C4504	10	\$ 5,013.75	\$ 50,137.50	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M20	10	\$ 334.00	\$ 3,340.00	
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02440	\$ 1,756.80	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00560	\$ 806.40	
		Total for Band 4					\$ 59,820.70	
		Total Purchase Price of Color Bands 1-4					\$	158,385.85

3	24 Month Lease (cont.)	Monochrome						
		Band 4						
		Copier (including maintenance for 0 - 45,000 copies)	RICOH	MP 4054SP	5	\$ 232.73	\$ 1,163.65	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M12	5	\$ 13.96	\$ 69.80	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Overage Charge (45,001 and up)			500	\$ 0.00550	\$ 2.75	
		Total for Band 4					\$ 1,317.90	
		Band 5						
		Copier (including maintenance for 0 - 65,000 copies)	RICOH	MP 6503SP	5	\$ 355.61	\$ 1,778.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (65,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 2,208.50	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	5	\$ 355.61	\$ 1,778.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 2,208.50	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	5	\$ 450.05	\$ 2,250.25	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 2,680.70	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease					\$	10,565.30

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
4	24 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 112.74	\$ 563.70	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 15.09	\$ 75.45	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 755.95	
		Band 2						
		Copier	RICOH	MP C3004	5	\$ 184.01	\$ 920.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 15.09	\$ 75.45	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 1,148.40	
		Band 3						
		Copier	RICOH	MP C4504	5	\$ 228.32	\$ 1,141.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 14.44	\$ 72.20	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 1,366.70	
		Band 4						
		Copier	RICOH	MP C4504	5	\$ 228.32	\$ 1,141.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 14.44	\$ 72.20	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 1,366.70	
		Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease					\$	4,637.75

5	36 Month Lease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 65,000 copies)	RICOH	MP 6503SP	40	\$ 269.56	\$ 10,782.40	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M25	40	\$ 10.50	\$ 420.00	
		Staple		FINISHER SR4120	40	\$ 49.18	\$ 1,967.20	
		Per Copy Maintenance Overage Charge (65,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 13,171.40	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	20	\$ 269.56	\$ 5,391.20	
		Scanning		INCLUDED	20		\$ -	
		Network Printing		INCLUDED	20		\$ -	
		Fax		FAX OPTION TYPE M25	20	\$ 10.50	\$ 210.00	
		Staple		FINISHER SR4120	20	\$ 49.18	\$ 983.60	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 6,586.60	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	10	\$ 351.16	\$ 3,511.60	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 10.50	\$ 105.00	
		Staple		FINISHER SR4120	10	\$ 49.18	\$ 491.80	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 4,110.20	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease					\$	40,786.35

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
6	36 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 78.60	\$ 393.00	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 10.50	\$ 52.50	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 562.30	
		Band 2						
		Copier	RICOH	MP C3004	5	\$ 128.22	\$ 641.10	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 10.50	\$ 52.50	
		Staple		INTERNAL FINISHER SR313	5	\$ 11.38	\$ 56.90	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 821.70	
		Band 3						
		Copier	RICOH	MP C4504	40	\$ 159.07	\$ 6,362.80	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M20	40	\$ 10.05	\$ 402.00	
		Staple		INTERNAL FINISHER SR313	40	\$ 11.38	\$ 455.20	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 7,291.20	
		Band 4						
		Copier	RICOH	MP C4504	40	\$ 159.07	\$ 6,362.80	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M20	40	\$ 10.05	\$ 402.00	
		Staple		INTERNAL FINISHER SR313	40	\$ 11.38	\$ 455.20	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 7,291.20	
		Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease						\$ 15,966.40

7	48 Month Lease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 60,000 copies)	RICOH	MP 6503SP	30	\$ 234.96	\$ 7,048.80	
		Scanning		INCLUDED	30		\$ -	
		Network Printing		INCLUDED	30		\$ -	
		Fax		FAX OPTION TYPE M25	30	\$ 8.67	\$ 260.10	
		Staple		FINISHER SR4120	30	\$ 40.61	\$ 1,218.30	
		Per Copy Maintenance Overage Charge (60,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 8,529.00	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	35	\$ 234.96	\$ 8,223.60	
		Scanning		INCLUDED	35		\$ -	
		Network Printing		INCLUDED	35		\$ -	
		Fax		FAX OPTION TYPE M25	35	\$ 8.67	\$ 303.45	
		Staple		FINISHER SR4120	35	\$ 40.61	\$ 1,421.35	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 9,950.20	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	25	\$ 311.44	\$ 7,786.00	
		Scanning		INCLUDED	25		\$ -	
		Network Printing		INCLUDED	25		\$ -	
		Fax		FAX OPTION TYPE M25	25	\$ 8.67	\$ 216.75	
		Staple		FINISHER SR4120	25	\$ 40.61	\$ 1,015.25	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 9,019.80	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease					\$	49,297.45

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
8	48 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 64.72	\$ 323.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 8.67	\$ 43.35	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 483.75	
		Band 2						
		Copier	RICOH	MP C3004	10	\$ 105.70	\$ 1,057.00	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M19	10	\$ 8.67	\$ 86.70	
		Staple		INTERNAL FINISHER SR313	10	\$ 9.40	\$ 94.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 1,308.90	
		Band 3						
		Copier	RICOH	MP C4504	20	\$ 131.17	\$ 2,623.40	
		Scanning		INCLUDED	20		\$ -	
		Network Printing		INCLUDED	20		\$ -	
		Fax		FAX OPTION TYPE M20	20	\$ 8.30	\$ 166.00	
		Staple		INTERNAL FINISHER SR313	20	\$ 9.40	\$ 188.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 3,048.60	
		Band 4						
		Copier	RICOH	MP C4504	50	\$ 131.17	\$ 6,558.50	
		Scanning		INCLUDED	50		\$ -	
		Network Printing		INCLUDED	50		\$ -	
		Fax		FAX OPTION TYPE M20	50	\$ 8.30	\$ 415.00	
		Staple		INTERNAL FINISHER SR313	50	\$ 9.40	\$ 470.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 7,514.70	
		Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease						\$ 12,355.95

Total Price for All Items		
Item 1	Total Purchasing Price of Monochrome Bands 1 through 7	\$ 504,252.40
Item 2	Total Purchas Price of Color Bands 1-4	\$ 158,385.85
Item 3	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease	\$ 10,565.30
Item 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease	\$ 4,637.75
Item 5	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease	\$ 40,786.35
Item 6	Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease	\$ 15,966.40
Item 7	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease	\$ 49,297.45
Item 8	Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease	\$ 12,355.95
Total Overall Bid Price for All Items		\$ 796,247.45

Vendor Information:

Vendor Name: _____

Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Unit Price	Total Price
1	Purchase	Monochrome					
		Band 1					
		Copier	RICOH	MP 301SPF	10	\$ 1,056.00	\$ 10,560.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		INCLUDED	10		\$ -
		Monthly Maintenance Charge Per Copier (0-5,000 copies)			360	\$ 25.92	\$ 9,331.20
		Per Copy Maintenance Overage Charge (5,001 and up)			18,000	\$ 0.00960	\$ 172.80
		Total for Band 1					\$ 20,064.00
		Band 2					
		Copier	RICOH	MP 2554	20	\$ 2,099.00	\$ 41,980.00
		Scanning		INCLUDED	20		\$ -
		Network Printing		INCLUDED	20		\$ -
		Fax		FAX OPTION TYPE M12	20	\$ 323.00	\$ 6,460.00
		Staple		INTERNAL FINISHER SR313	20	\$ 378.00	\$ 7,560.00
		Monthly Maintenance Charge Per Copier (0-15,000 copies)			720	\$ 21.78	\$ 15,681.60
		Per Copy Maintenance Overage Charge (15,001 and up)			18,000	\$ 0.00670	\$ 120.60
		Total for Band 2					\$ 71,802.20
		Band 3					
		Copier	RICOH	MP 3554	10	\$ 2,499.00	\$ 24,990.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		FAX OPTION TYPE M12	10	\$ 323.00	\$ 3,230.00
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00
		Monthly Maintenance Charge Per Copier (0-30,000 copies)			360	\$ 40.20	\$ 14,472.00
		Per Copy Maintenance Overage Charge (30,001 and up)			18,000	\$ 0.00670	\$ 120.60
		Total for Band 3					\$ 46,592.60
		Band 4					
		Copier	RICOH	MP 4054SP	10	\$ 3,843.40	\$ 38,434.00
		Scanning		INCLUDED	10		\$ -
		Network Printing		INCLUDED	10		\$ -
		Fax		FAX OPTION TYPE M12	10	\$ 323.00	\$ 3,230.00
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00
		Monthly Maintenance Charge Per Copier (0-45,000 copies)			360	\$ 55.00	\$ 19,800.00
		Per Copy Maintenance Overage Charge (45,001 and up)			18,000	\$ 0.00550	\$ 99.00
		Total for Band 4					\$ 65,343.00

1	Purchase (cont.)	Monochrome						
		Band 5						
		Copier	RICOH	MP 6503SP	10	\$ 6,292.76	\$ 62,927.60	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 349.00	\$ 3,490.00	
		Staple		FINISHER SR4120	10	\$ 1,634.00	\$ 16,340.00	
		Monthly Maintenance Charge Per Copier (0-65,000 copies)			360	\$ 72.00	\$ 25,920.00	
		Per Copy Maintenance Overage Charge (65,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 5					\$ 108,742.40	
		Band 6						
		Copier	RICOH	MP 6503SP	5	\$ 6,292.76	\$ 31,463.80	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 349.00	\$ 1,745.00	
		Staple		FINISHER SR4120	5	\$ 1,634.00	\$ 8,170.00	
		Monthly Maintenance Charge Per Copier (0-80,000 copies)			180	\$ 72.00	\$ 12,960.00	
		Per Copy Maintenance Overage Charge (80,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 6					\$ 54,403.60	
		Band 7						
		Copier	RICOH	MP 7503SP	10	\$ 7,269.78	\$ 72,697.80	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 349.00	\$ 3,490.00	
		Staple		FINISHER SR4120	10	\$ 1,634.00	\$ 16,340.00	
		Monthly Maintenance Charge Per Copier (0-150,000 copies)			360	\$ 124.20	\$ 44,712.00	
		Per Copy Maintenance Overage Charge (150,001 and up)			18,000	\$ 0.00360	\$ 64.80	
		Total for Band 7					\$ 137,304.60	
		Total Purchase Price of Monochrome Bands 1 through 7					\$	504,252.40

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price	Total Price	
2	Purchase	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 2,340.20	\$ 11,701.00	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 349.00	\$ 1,745.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.03920	\$ 2,822.40	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00960	\$ 1,382.40	
		Total for Band 1					\$ 17,650.80	
		Band 2						
		Copier	RICOH	MP C3004	10	\$ 3,988.92	\$ 39,889.20	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M19	10	\$ 349.00	\$ 3,490.00	
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02520	\$ 1,814.40	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00520	\$ 748.80	
		Total for Band 2					\$ 49,722.40	
		Band 3						
		Copier	RICOH	MP C4504	5	\$ 5,013.75	\$ 25,068.75	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 334.00	\$ 1,670.00	
		Staple		INTERNAL FINISHER SR313	5	\$ 378.00	\$ 1,890.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02440	\$ 1,756.80	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00560	\$ 806.40	
		Total for Band 3					\$ 31,191.95	
		Band 4						
		Copier	RICOH	MP C4504	10	\$ 5,013.75	\$ 50,137.50	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M20	10	\$ 334.00	\$ 3,340.00	
		Staple		INTERNAL FINISHER SR313	10	\$ 378.00	\$ 3,780.00	
		Per Copy Maintenance Charge (Color)			72,000	\$ 0.02440	\$ 1,756.80	
		Per Copy Maintenance Charge (Monochrome)			144,000	\$ 0.00560	\$ 806.40	
		Total for Band 4					\$ 59,820.70	
		Total Purchase Price of Color Bands 1-4					\$	158,385.85

3	24 Month Lease (cont.)	Monochrome						
		Band 4						
		Copier (including maintenance for 0 - 45,000 copies)	RICOH	MP 4054SP	5	\$ 232.73	\$ 1,163.65	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M12	5	\$ 13.96	\$ 69.80	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Overage Charge (45,001 and up)			500	\$ 0.00550	\$ 2.75	
		Total for Band 4					\$ 1,317.90	
		Band 5						
		Copier (including maintenance for 0 - 65,000 copies)	RICOH	MP 6503SP	5	\$ 355.61	\$ 1,778.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (65,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 2,208.50	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	5	\$ 355.61	\$ 1,778.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 2,208.50	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	5	\$ 450.05	\$ 2,250.25	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M25	5	\$ 15.09	\$ 75.45	
		Staple		FINISHER SR4120	5	\$ 70.64	\$ 353.20	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 2,680.70	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease					\$	10,565.30

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
4	24 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 112.74	\$ 563.70	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 15.09	\$ 75.45	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 755.95	
		Band 2						
		Copier	RICOH	MP C3004	5	\$ 184.01	\$ 920.05	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 15.09	\$ 75.45	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 1,148.40	
		Band 3						
		Copier	RICOH	MP C4504	5	\$ 228.32	\$ 1,141.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 14.44	\$ 72.20	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 1,366.70	
		Band 4						
		Copier	RICOH	MP C4504	5	\$ 228.32	\$ 1,141.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M20	5	\$ 14.44	\$ 72.20	
		Staple		INTERNAL FINISHER SR313	5	\$ 16.34	\$ 81.70	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 1,366.70	
		Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease						\$ 4,637.75

5	36 Month Lease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 65,000 copies)	RICOH	MP 6503SP	40	\$ 269.56	\$ 10,782.40	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M25	40	\$ 10.50	\$ 420.00	
		Staple		FINISHER SR4120	40	\$ 49.18	\$ 1,967.20	
		Per Copy Maintenance Overage Charge (65,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 13,171.40	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	20	\$ 269.56	\$ 5,391.20	
		Scanning		INCLUDED	20		\$ -	
		Network Printing		INCLUDED	20		\$ -	
		Fax		FAX OPTION TYPE M25	20	\$ 10.50	\$ 210.00	
		Staple		FINISHER SR4120	20	\$ 49.18	\$ 983.60	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 6,586.60	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	10	\$ 351.16	\$ 3,511.60	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M25	10	\$ 10.50	\$ 105.00	
		Staple		FINISHER SR4120	10	\$ 49.18	\$ 491.80	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 4,110.20	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease					\$	40,786.35

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
6	36 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 78.60	\$ 393.00	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 10.50	\$ 52.50	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 562.30	
		Band 2						
		Copier	RICOH	MP C3004	5	\$ 128.22	\$ 641.10	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 10.50	\$ 52.50	
		Staple		INTERNAL FINISHER SR313	5	\$ 11.38	\$ 56.90	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 821.70	
		Band 3						
		Copier	RICOH	MP C4504	40	\$ 159.07	\$ 6,362.80	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M20	40	\$ 10.05	\$ 402.00	
		Staple		INTERNAL FINISHER SR313	40	\$ 11.38	\$ 455.20	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 7,291.20	
		Band 4						
		Copier	RICOH	MP C4504	40	\$ 159.07	\$ 6,362.80	
		Scanning		INCLUDED	40		\$ -	
		Network Printing		INCLUDED	40		\$ -	
		Fax		FAX OPTION TYPE M20	40	\$ 10.05	\$ 402.00	
		Staple		INTERNAL FINISHER SR313	40	\$ 11.38	\$ 455.20	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 7,291.20	
		Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease						\$ 15,966.40

7	48 Month Lease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 60,000 copies)	RICOH	MP 6503SP	30	\$ 234.96	\$ 7,048.80	
		Scanning		INCLUDED	30		\$ -	
		Network Printing		INCLUDED	30		\$ -	
		Fax		FAX OPTION TYPE M25	30	\$ 8.67	\$ 260.10	
		Staple		FINISHER SR4120	30	\$ 40.61	\$ 1,218.30	
		Per Copy Maintenance Overage Charge (60,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 5					\$ 8,529.00	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	RICOH	MP 6503SP	35	\$ 234.96	\$ 8,223.60	
		Scanning		INCLUDED	35		\$ -	
		Network Printing		INCLUDED	35		\$ -	
		Fax		FAX OPTION TYPE M25	35	\$ 8.67	\$ 303.45	
		Staple		FINISHER SR4120	35	\$ 40.61	\$ 1,421.35	
		Per Copy Maintenance Overage Charge (80,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 6					\$ 9,950.20	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	RICOH	MP 7503SP	25	\$ 311.44	\$ 7,786.00	
		Scanning		INCLUDED	25		\$ -	
		Network Printing		INCLUDED	25		\$ -	
		Fax		FAX OPTION TYPE M25	25	\$ 8.67	\$ 216.75	
		Staple		FINISHER SR4120	25	\$ 40.61	\$ 1,015.25	
		Per Copy Maintenance Overage Charge (150,001 and up)			500	\$ 0.00360	\$ 1.80	
		Total for Band 7					\$ 9,019.80	
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease					\$	49,297.45

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)	
8	48 Month Lease	Color						
		Band 1						
		Copier	RICOH	MP C2004	5	\$ 64.72	\$ 323.60	
		Scanning		INCLUDED	5		\$ -	
		Network Printing		INCLUDED	5		\$ -	
		Fax		FAX OPTION TYPE M19	5	\$ 8.67	\$ 43.35	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.03920	\$ 78.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00960	\$ 38.40	
		Total for Band 1					\$ 483.75	
		Band 2						
		Copier	RICOH	MP C3004	10	\$ 105.70	\$ 1,057.00	
		Scanning		INCLUDED	10		\$ -	
		Network Printing		INCLUDED	10		\$ -	
		Fax		FAX OPTION TYPE M19	10	\$ 8.67	\$ 86.70	
		Staple		INTERNAL FINISHER SR313	10	\$ 9.40	\$ 94.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02520	\$ 50.40	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00520	\$ 20.80	
		Total for Band 2					\$ 1,308.90	
		Band 3						
		Copier	RICOH	MP C4504	20	\$ 131.17	\$ 2,623.40	
		Scanning		INCLUDED	20		\$ -	
		Network Printing		INCLUDED	20		\$ -	
		Fax		FAX OPTION TYPE M20	20	\$ 8.30	\$ 166.00	
		Staple		INTERNAL FINISHER SR313	20	\$ 9.40	\$ 188.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 3					\$ 3,048.60	
		Band 4						
		Copier	RICOH	MP C4504	50	\$ 131.17	\$ 6,558.50	
		Scanning		INCLUDED	50		\$ -	
		Network Printing		INCLUDED	50		\$ -	
		Fax		FAX OPTION TYPE M20	50	\$ 8.30	\$ 415.00	
		Staple		INTERNAL FINISHER SR313	50	\$ 9.40	\$ 470.00	
		Per Copy Maintenance Charge (Color)			2,000	\$ 0.02440	\$ 48.80	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$ 0.00560	\$ 22.40	
		Total for Band 4					\$ 7,514.70	
		Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease					\$	12,355.95

Total Price for All Items		
Item 1	Total Purchasing Price of Monochrome Bands 1 through 7	\$ 504,252.40
Item 2	Total Purchas Price of Color Bands 1-4	\$ 158,385.85
Item 3	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease	\$ 10,565.30
Item 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease	\$ 4,637.75
Item 5	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease	\$ 40,786.35
Item 6	Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease	\$ 15,966.40
Item 7	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease	\$ 49,297.45
Item 8	Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease	\$ 12,355.95
Total Overall Bid Price for All Items		\$ 796,247.45

Vendor Information:

Vendor Name: _____

Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____



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

State of West Virginia
 Request for Quotation
 28 — Office Equip.

Proc Folder 275520

Doc Description Addendum 6-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-12	2017-01-19 13 30 00	CRFQ 0212 SWC1700000008	7

BID RECEIVING LOCATION

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

VENDOR

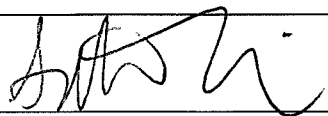
Vendor Name, Address and Telephone Number

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561-598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X  FEIN # 23-0334400 DATE 1/13/2017

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC17*08

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

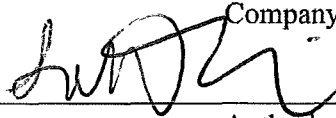
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Ricoh USA, Inc.

Company


Authorized Signature

Jan. 13, 2017

Date

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



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

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder. 275520

Doc Description: Addendum 5-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-10	2017-01-17 13:30:00	CRFQ 0212 SWC1700000008	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561 598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN #

23-0334400

DATE

1/11/2017

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 2, 2016 by 4:00 pm

Submit Questions to: Charles Bamette, Buyer
2019 Washington Street, East
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Charles.D.Bamette@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus naconvenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
o Technical
o Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 14, 2016 at 1 :30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules § 148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3- 37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. **NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor for Vendor's sale or lease of specific equipment, software and/ or hardware ("Product") or provision of services ("Services"). In order to obtain Products and/or Services from Vendor hereunder, State or Agency will either: (i) execute an order form (in a form to be provided and executed by Vendor) referencing this Contract; or (ii) issue a purchase order to Vendor (each, an "Order"). Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

X Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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0 LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

0 MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

0 INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

0 Commercial General Liability Insurance: In the amount of _____ or more.

0 Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

~~10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.~~

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11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

Payment terms are net thirty (30) days. If invoices are unpaid and overdue, the State agrees to pay Vendor a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Vendor all costs and expenses of collection, or in the enforcement of Vendor's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of *all* orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for *all* goods and services.

15. TAXES: ~~The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes. Except to the extent of any applicable and validated exemption, State agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Vendor.~~

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made

available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract and Vendor has not cured such nonconformance within sixty (60) days after receipt of written notification of such failure. The Purchasing Division Director may *also* cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: Unless otherwise stated herein, the terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order

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forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Except as specified in the Vendor Master Lease Agreement. Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may not be required on certain agency delegated or exempt purchases.

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27 • WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will ~~-(a)~~ conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; ~~-(b) be merchantable and fit for the purpose intended; and -(c) be free from defect in material and workmanship.~~

Vendor further agrees to perform its Services in a professional manner, consistent with applicable industry standards. Vendor will re-perform any Services not in compliance with this warranty and brought to Vendor's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Vendor ("Vendor Equipment"), Vendor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Vendor Equipment will be in good working order and will be free from any defects in material and workmanship. Vendor's obligations under this warranty are limited solely to the repair or replacement (at Vendor's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Vendor Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Vendor, (b) the Vendor Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Vendor specifications, (c) a defective or improper non-Vendor accessory or supply or part is attached to or used in the Vendor Equipment, or (d) the Vendor Equipment is relocated to any place where Vendor services are not available. STATE ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE VENDOR EQUIPMENT. In connection with any other Product sale, Vendor shall transfer to State any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Vendor makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Vendor to State only upon State's specific written request. State agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Vendor has no right, title or interest in any third-party software. State is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, VENDOR DISCLAIMS ALL

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WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.htm>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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33. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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36. INDEMNIFICATION: ~~The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws. Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Contract, Vendor and State agree that the terms of this paragraph shall survive the expiration or earlier termination of this Contract. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.~~

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1 ,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports

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may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[{} Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.regquisitions@wv.gov.

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41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

~~**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:-~~

~~a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.-~~

~~b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel-making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:-~~

~~e. The cost for each contract item used does not exceed one tenth of one percent (.1 %) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the~~

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~~purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.~~

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~~43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.~~

~~The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.~~

~~All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule. 44.~~

~~Additional Terms applicable to Product sale transactions only:~~

~~**44.1 Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Vendor will not be obligated to sell or~~

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deliver Products where such information is not provided in the applicable Order. State shall be responsible for all installation, transportation and rigging expenses. State agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by State following acceptance by Vendor. Vendor reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve State of its obligation to accept remaining installments and remit payments as invoiced by Vendor. Vendor reserves the right at any time to revoke any credit extended to State because of State's failure to pay for any Products when due or for any other credit reason.

44.2 **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to State: (i) upon delivery by Vendor to common carrier; or (ii) in the case of an arranged delivery by a local Vendor installation vehicle, upon delivery by such vehicle to State shipping point. Upon delivery in either case, State assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

44.3. **Returns; Damaged Products.** No Products may be returned without Vendor's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, State agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Vendor may not be accepted by Vendor and is the sole responsibility of State. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to State. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Vendor within five (5) days after receipt of Products.

45. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 36 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING,

BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

46. Services

46.1 Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Vendor will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Vendor.

(b) For maintenance and repair Services, Vendor will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Vendor.

(c) The maintenance and repair Services provided by Vendor under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) unless covered under an extended hour service contract, service calls or work which State requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which State requests to be performed on Vendor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Vendor; (vii) any software, system support or related connectivity unless specified in writing by Vendor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Vendor; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless State engages Vendor to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Vendor Equipment (defined in Section 13) covered herein unless made at State's request and paid at Vendor's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from

causes beyond the control of Vendor are not covered by this Agreement. Vendor may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Vendor.

46.2 Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Vendor holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Vendor Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Vendor Holidays, if and when available and only in the event and to the extent that Vendor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any State location, Vendor personnel shall comply with State’s reasonable policies pertaining to access, security and use of State sites and systems, provided that such policies are provided to Vendor in advance and in writing and do not conflict with the terms and conditions of this Agreement.

46.3 Term; Early Termination. Each Order shall become effective on the date that Vendor accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” State may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as State is not then in default and provides Vendor at least thirty (30) days prior written notice. Vendor may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Vendor is not then in default and provides State at least sixty (60) days prior written notice. Should State elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, State shall pay to Vendor, as liquidated damages and not as a penalty, an early termination fee in accordance with the following (“Termination Fee”): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the “Monthly Service Charge” shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of State’s termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

46.4. Service Charges. (a) Service charges (“Service Charges”) will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty, to the extent Vendor has agreed with such manufacturer not to charge a customer for any such charges. State acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by State of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that State requests that Vendor registers with a third-party vendor prequalification service and Vendor agrees to register, State will be charged for Vendor’s registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. State shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Vendor pays such costs, State shall immediately reimburse Vendor.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Vendor reserves the right to assess additional images charges for non-standard images, including 11x17 images. State acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Vendor up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and State expressly consents to such adjustment without additional notice.

46.5 Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Agreement that State use only Vendor-provided supplies. If State uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Vendor may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, State will be offered Service on a “per call” basis at Vendor’s then-prevailing time and material rates. If Vendor determines that State has used more Vendor-provided supplies than the manufacturer’s recommended specifications, then State will pay reasonable charges for those excess supplies and/or Vendor may refuse State additional supply shipments.

(b) State is required to provide Vendor actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Vendor may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions (“AMR”). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event

of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect State document content.** Vendor uses reasonably available technology to maintain the security of the Data; however, State acknowledges that no one can guaranty security of information maintained on computers and on the internet. Vendor retains full rights to the Data (but not State documents or information), which it or its authorized third parties may use to service the Serviced Products. Vendor may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Vendor third party in a form that personally identifies the State. Vendor may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Vendor and/or its licensors protected by copyright, trade secret and other laws and treaties. Vendor retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

46.6 **Connectivity and Professional Services.** State may acquire connectivity, IT and professional services from Vendor ("Professional Services") by executing and delivering to Vendor an Order setting forth the specific services to be provided. Vendor shall provide the Professional Services at State's location(s) or on a remote basis as set forth in the Order. State shall provide Vendor with such access to its facilities, networks and systems as may be reasonably necessary for Vendor to perform the Professional Services. State acknowledges that Vendor's performance of the Professional Services is dependent upon State's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Vendor. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Vendor, Vendor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any State network or system.

46.7. **State Obligations.** State agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. State will provide adequate facilities (at no charge) for use by Vendor representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products.

State agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Vendor to perform its Services, including but not limited to “360 degree” service access to the Serviced Products. State will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Vendor in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by State and will be available “on site” for servicing. State agrees that (i) any equipment not serviced by Vendor which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Vendor service program; and (ii) any Serviced Products under one Vendor Service Level may not utilize any supplies provided to other Serviced Products with a different Vendor Service Level (i.e., no sharing of supplies across different Vendor Service Levels).

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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(printed Name and Title)

(Address)

(phone Number) / (Fax Number)

(email address)

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CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(printed Name and Title of Authorized Representative)

(Date)

(phone Number) (Fax Number)

Revised 09/09/2016

REQUEST FOR
QUOTATION DIGCOP17 -
Digital copiers

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids for a open-end statewide contract for digital copiers. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 "RFQ" means the official RFQ published by the Purchasing Division and identified asDIGCOP17.
3. GENERAL REQUIREMENTS:
 - 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements shown below.
 - 3.1.1 BAND 1 - MONOCHROME COPIER
 - 3.1.1.1 Band 1 must be have the following minimum specifications:
 - a. Manufacturer copy volume 5,000 month
 - b. Copy speed 18 cpm
 - c. 250 sheet paper capacity
 - d. Bypass tray
 - e. Auto document feeder
 - f. Minimum 8 1/2" x 11" capacity paper tray
 - g. Stapling capability not required

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3.1.2 BAND 2 - MONOCHROME COPIER

3.1.2.1 Band 2 must be have the following minimum specifications:

- a. Manufacturer copy volume 15,000 month
- b. Copy speed 25 cpm
- c. 500 sheet paper capacity
- d. 2 paper sources
- e. Auto document feeder
- f. Electronic sorting or finisher/sorter

3.1.3 BAND 3 - MONOCHROME COPIER

3.1.3.1 Band 3 must be have the following minimum specifications:

- a. Manufacturer copy volume 30,000 month
- b. Copy speed 30 cpm
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.4 BAND 4 - MONOCHROME COPIER

3.1.4.1 Band 4 must be have the following minimum specifications:

- a. Manufacturer copy volume 45,000 month
- b. Copy speed 40 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

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3.1.5 BAND 5 - MONOCHROME COPIER

3.1.5.1 Band 5 must have the following minimum specifications:

- a. Manufacturer copy volume 65,000 month
- b. Copy speed 50 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.6 BAND 6 - MONOCHROME COPIER

3.1.6.1 Band 6 must have the following minimum specifications:

- a. Manufacturer copy volume 80,000 month
- b. Copy speed 60 cpm
- c. 1,500 sheet paper capacity
- d. 4 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.7 BAND 7 - MONOCHROME COPIER

3.1.7.1 Band 7 must have the following minimum specifications:

- a. Manufacturer copy volume 150,000 month
- b. Copy speed 70 cpm
- c. 1,500 sheet paper capacity
- d. 4 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

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3.1.8 BAND 1- COLOR COPIER

3.1.8.1 Band 1 must have the following minimum specifications:

- a. Manufacturer copy volume 10,000 month
- b. Copy speed 18 cpm
- c. 250 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder
- f. Minimum 8 1/2" x 11" capacity paper tray
- g. Stapling capability not required

3.1.9 BAND 2 - COLOR COPIER

3.1.9.1 Band 2 must have the following minimum specifications:

- a. Manufacturer copy volume 20,000 month
- b. Copy speed 25 cpm
- c. 500 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder

3.1.10 BAND 3 - COLOR COPIER

3.1.10.1 Band 3 must have the following minimum specifications:

- a. Manufacturer copy volume 30,000 month
- b. Copy speed 30 cpm
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

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3.1.11 BAND 4 - COLOR COPIER

3.1.11.1 Band 4 must have the following minimum specifications:

- a. Manufacturer copy volume 40,000 month
- b. Copy speed 40 cpm
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting or finisher/sorter

3.1.12 PROHIBITION OF 90 COPIES PER MINUTE: Vendor shall not include in its bid any copier that produces copies at a rate of 90 copies per minute or more. If Vendor does bid a copier that produces copies at 90 copies per minute or more, that copier will be rejected and Vendor's bid will be evaluated as if Vendor failed to bid a copier for that band.

3.1.13 ADDITIONAL CONTRACT ITEM REQUIREMENTS:

3.1.13.1 Copier Requirements: All copiers provided under this contract must:

- A. be digital equipment. Analog models will not be accepted.
- B. be capable of reproducing general office correspondence, reports, and bound documents.
- C. be able to reproduce quality copies from any of the following types of original documents while operating in an automated exposure mode: laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite #2 pencils, red pen & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or B&W), solid lines and grids, solids, and graduated gray-scale tones.
- D. be capable of automatically selecting the proper paper size in respect to the original being copied.

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- E. have the ability to be set for reduction and enlargement in 1 % increments.
- F. be in production and available for sale at time of submitted quote.
- G. be Energy Star Compliant and be installed with energy saving features enabled.
- H. be capable of copying on plain bond paper in both 8 1/2" x 11", 8 1/2" x 14" and 11" x 17". The 11" x 17" size is required for Bands 2 and above.

3.1.13.2 Service and Maintenance

- A. Full Service Requirement: Vendor must have the ability to provide on-site service and maintenance for all Contract Items. Vendor must enter into a full service and maintenance contract for all Contract Items that are leased or if the Contract Items are Purchased and Agency elects to include maintenance in the purchase price. Vendor must provide a copy of any maintenance agreement for approval prior to award of this Contract. Vendors must provide an 800 telephone number for service support prior to Contract award.
- B. Maintenance A preventative maintenance schedule shall be provided as needed on all Contract Items as specified by the manufacturer. This includes, but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to ensure successful performance of the equipment.
- C. Monthly Copy Allowance: Vendor shall include all service and maintenance costs up to the copy limit specified for each band in the base price of the copier bid. Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel

expenses, and supplies (excepting paper) that

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are necessary to maintain satisfactory performance of the copier. Once the copy limit is exceeded, Vendor may charge a per copy service and maintenance fee that must include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses, and supplies (excepting paper).

Color Copiers do not include a copy limit and Vendor may charge a per copy service and maintenance fee that must include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses, and supplies (excepting paper).

- D. Connectivity Service Support: Vendor must provide service support to coordinate installation of Contract Items with agency personnel.
- E. Certification Requirement: Service representatives must be full time employees of the Vendor or of a subcontracted party designated by Vendor in writing. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at anytime.
- F. Replacement Units: Vendor shall provide a temporary replacement copier for any copier being rented, at no charge, if the Agency's copier is estimated to be down for 16 consecutive working hours or longer for repair. Temporary replacement copiers shall be of comparable size and functionality as the copier it is replacing. The Agency will not pay any charges associated with the temporary replacement unit, but shall pay the charges that it would have incurred if its copier had not been temporarily replaced.
- G. Response Requirement: Vendors must respond to all requests for service within two (2) working hours of an Agency's request and be on site to complete the repair

within eight (8) working hours of the request throughout

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the term of this Contract. Repetitive complaints concerning the failure to meet this requirement may be cause for cancellation of the contract. Service must be provided during normal working hours (8:00 am to 5:00 pm EST), Monday through Friday, with the exception of State holidays.

- H. Failure Rate: Any copier averaging more than two malfunctions per month for a three (3) month period shall be reviewed by the Agency with the Vendor present to determine a course of corrective action, which may include but not be limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing Division shall determine the corrective action necessary in the event that an impasse cannot be resolved to the Agency's satisfaction.
- 3.1.13.3 Training: Vendor shall provide Agency with in-house training within five working days of installation of the equipment or as otherwise agreed to by Agency.
- 3.1.13.4 Manuals: Vendors shall provide at least one (1) copy of the operator's instruction manual for each Copier leased or purchased to the Agency that has leased or purchased it. Each manual shall include the vendor's name, telephone number(s), contact person(s), and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.
- 3.1.13.5 Paper Requirement: A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multi-copy capability) may be counted as meeting the minimum paper source specification. However, a sheet bypass (single, hand-fed sheets) shall not meet the minimum paper source specifications.

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Paper capacity is the listing for all on-line paper trays combined.

- 3.1.13.6 Fees and Costs: Monthly rental fees, copy allowances, other supply costs and maintenance costs shall remain firm for the life of the Contract. Pricing shall also be inclusive of shipping, delivery, installation, and training.

If the item bid is discontinued, the vendor may propose an equivalent product meeting or exceeding the specifications at the same bid price. If the replacement item is accepted or approved, the item will be added by change order.

- 3.1.13.7 Manufacturer Accessory Listing Requirements: Vendors shall provide a listing of all possible accessories available for each copier that Vendor includes on the Pricing Pages. It is preferred that the Accessory Listing be provided with the bid.

- 3.1.13.8 New/Re-manufactured Requirement: All Contract Items must be new. Re-manufactured equipment is not acceptable. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty. Newly manufactured means manufactured in the current year and has not been used.

- 3.1.13.9 Retrofits: Any convenience, performance or safety-related retrofits that may be mandated by the vendor or manufacturer must be installed at no additional cost on copiers placed in service resulting from a contract. Features must be installed within 90 days after it becomes available to the public.

- 3.1.13.10 Published Specifications: All copiers quoted must have published copy volumes per month and copies per minute. Vendors must provide published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which include copy volumes per month, copies/minute data, available memory, paper sources and paper capacity prior to award. Vendor shall highlight all standard

features on within the literature provided for each copier bid.

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- 3.1.13.11 Parts Availability: Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units. All parts SHALL be new. "New" means manufactured in the current year and has not been used.
- 3.1.13.12 Scan Charges: Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Scanning can only be billed as an accessory that may increase the monthly cost per unit as shown on the Pricing Pages.
- 3.1.13.13 Power Protection: Vendors should include, as part of their available accessories for digital copiers, surge and ground noise protection units. Units shall be ESP QC Power protection, or equal, for Bands 4 through 7, and ESP Majac Power protection, or equal, for Bands I through 3. Vendors must provide manufacturer literature for any "or equal" power protection unit bid prior to award.
- 3.1.13.14 Power Requirements: If a copier requires a dedicated power line, it is the joint responsibility of the vendor and Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.
- 3.1.13.15 Network Connection: All network connected units must include all cable, cards, etc. for connection to the Agency's network at no additional cost to the Agency. Vendor's equipment must be capable of connecting to an Ethernet/FastEthernet network that has either Microsoft or Novell as the network operating system.
- 3.1.13.16 Firmware/Software: Vendors shall ensure that it provides all necessary firmware/software with each copier to allow Agency to obtain full use of the copier being installed. The cost of any firmware/software shall be included in the base price of the copier being bid. Vendor and agency must obtain approval

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from the appropriate entity prior to connecting any firmware/software to a State network. Vendor must provide a copy of any firmware/software agreement for approval prior to award of this Contract.

3.1.13.17 Information Security: All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. Removal and rendering information unusable must be conducted in accordance with the policies and procedures of the Office of Technology or other entity that has authority over technology related matters for the Agency, specifically pursuant to NIST standards and provide a certificate of validation with all pertinent hard drive identification information such as the serial number.

For purchased machines, the agency must dispose of the machine and hard drive per the policies of the WV State Agency for Surplus Property and the Office of Technology.

For leased machines: At the end of the lease, if the agency does not choose to keep the machine, the vendor shall remove the machine's hard drive and leave it with the agency for disposition in accordance with procedures prescribed by the Office of Technology.

3.1.13.18 Vendor Certification: Vendor, if other than the manufacturer, should provide the following authorization/certification prior to award of the Contract: Verification from the manufacturer that vendor or vendor's subcontractor is an authorized distributor and/or service representative that is authorized to sell and service manufacturer's products.

3.1.13.19 Leasing of machines: If a third party leasing company is used, they will be held to the specifications of the contract. The State cannot permit payment to the leasing agency directly, the State can only pay the vendor who is awarded the contract. The State cannot sign lease documents if leased through another company meaning any other entity other than the awarded vendor.

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4. CONTRACT AWARD:

4.1 Contract Award: The Purchasing Division intends to award this Contract to a single vendor that will provide all of the Contract Items. This Contract shall be limited to only those Contract Items that Vendor includes in its bid and any accessories that can be affixed to the Contract Item that Vendor bid. This Contract will be awarded to the Vendor that provides all Contract Items for the lowest Total Price for All Items on the Pricing Pages. Failure to bid all Contract Items may result in rejection of a vendor's bid. Notwithstanding the foregoing, the Purchasing Division reserves the right to split the award of this Contract among multiple Vendors if doing so is found to be in the best interest of the State of West Virginia.

Accessories: Vendor shall provide all accessories, other than those listed on the pricing pages, to Agency at manufacturer's invoice price. Prices for the listed copiers on the pricing pages should include the vendor's profit, shipping, setup cost and installation for all items. The copier bid for each band and the accessories requested on the Pricing Pages shall be provided to Agency at the Price listed on the Pricing Pages. A copy of the invoice must be provided.

4.2 Pricing Pages: The Pricing Pages consist of the eight item numbers each listing an order type and containing 1 through 7 monochrome copier bands or 1 through 4 color copier bands. Vendor should bid only one copier per band. In the event that a single Vendor submits multiple copiers for any given band, only the lowest cost copier will be considered for evaluation purposes. The bands are defined in Section 3 above. Additionally, the Pricing Pages contain totals for each band, totals for each item number and a Total Price for All Items. Each item number contains some or all of the following:

Purchased Machines (Item No.1 and 2)

4.2.1 Copier - Vendor should list the brand name and Model No. of the single copier that it is bidding for the item no. and band number in question. Vendor should also list the Total price for the Estimated Quantity if not completing the Pricing Pages electronically.

4.2.2 Accessories - Scanning, Network Printing, Fax, and Staple are listed as common accessories on the Pricing Pages. Vendor should include the brand name of the accessory (if applicable), the model number of the accessory (if applicable), and the Unit Price for each accessory. Vendor should also list the total price for the accessory based on the estimated quantity if not completing the pricing pages

electronically. In the event that Vendor's copier already includes

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one or more of the listed accessories, Vendor should write "included" in the space for the brand name of the accessory and list the Unit Price as \$0 for the accessory in question. The cost of an accessory already included in the copier being bid should be reflected in the Unit Price of the copier.

- 4.2.3 Monthly Maintenance Charge Per Copier - Vendor should list in the Unit Price section, the monthly price for maintenance on one copier for the stated number of copies per month. Agencies are not required to purchase this maintenance and Vendor shall not charge for maintenance on a purchased machine unless the Agency requests it. The monthly cost of maintenance for one machine should be multiplied by the Estimated Quantity to arrive at a Total Price.
- 4.2.4 Per Copy Maintenance Overage Charge - Vendor should list the per copy charge that it will add to the monthly maintenance charge if the Agencies copies exceed the stated number of copies per month. That per copy charge will only be charged if the Agency requests monthly maintenance.
- 4.2.5 Total for Band 1 - This is the line below each band to allow the Vendor to add up all of the Total Costs for each band. The total for each band will then be added together to arrive at either the Total Purchase Price of Monochrome Bands 1 - 7 or the Total Purchase Price of Color Bands 1 - 4.
- 4.2.6 Per Copy Maintenance Charge (Color) - Vendor should list its per copy maintenance charge for color copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.
- 4.2.7 Per Copy Maintenance Charge (Monochrome) - Vendor should list its per copy maintenance charge for monochrome copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.

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Leased Machines (Item Nos. 3 through 8)

- 4.2.8 Copier (including maintenance for _ copies) - Vendor should list the brand name and Model No. of the copier that it is bidding for the item no. and band number in question. As indicated, the Unit Price on all leased copiers must include any service and maintenance costs for the number of copies per month listed. The space above has been left blank because each band has a different number of copies included. Vendor should multiply the Unit Price by the quantity specified to calculate the Total Price Per Month (Including Maintenance).
- 4.2.9 Copier - Same as above.
- 4.2.10 Accessories - Same as above.
- 4.2.11 Per Copy Maintenance Overage Charge (and up) Vendor should list the per copy charge in the Unit Price section for each copy in excess the number of copies per month listed and then multiply that by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance). The space above has been left blank because each band has a different number of overage charges included.
- 4.2.12 Total for Band 1 - Same as above.
- 4.2.13 Per Copy Maintenance Charge (Color) - Vendor should list the per copy charge for color copies service and maintenance.
- 4.2.14 Per Copy Maintenance Charge (Monochrome) - Vendor should list the per copy charge for monochrome copies on color machines as the Unit Price for this line item. This should then be multiplied by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance).
- 4.2.15 Total Monthly Lease Price of Monochrome Bands 1 through 7 for __ Month Lease - This line item represents a combined total of all monochrome bands in the specified monthly lease period. Vendor should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 24, 36 or 48 months.
- 4.2.16 Total Monthly Lease Price of Color Bands 1 through 4 for __ Month Lease - This line item represents a combined total of all color bands in the specified monthly lease period. Vendor

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should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 24, 36 or 48 months.

Final Pricing Page

4.2.17 Total Price for All Items - The last page of the Pricing Pages contains a chart of each items (Item Nos. 1 through 8) total Price and a combined total of all items identified as the Total Price for All Items. Vendor should ensure that each of these line items has been properly added and completed.

4.3 Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each Eligible Item includes the Brand Name of the Item Bid, the Model No. of Item Bid, and the Unit Price of the item bid, totals for each band, totals for each combined set of bands (For example: Total Purchase Price of Monochrome Bands 1 through 7), and the Total Price for all Items. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

The Pricing Pages also contain a list of estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages will automatically perform the necessary calculations once the Unit Price has been entered for each item. Vendor is required, however, to ensure that the calculation is correct. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to Tara Lyle at Charles.D.Bamette@wv.gov or Tara.L.Lyle@wv.gov.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering Procedure: At the time of need, agencies shall review the minimum specification requirements for copier bands to determine the appropriate band required. The agency should use the WV-39 for release orders to obtain the Contract Items under this Contract. Agency may either lease or purchase the Contract Items from the vendor awarded this Contract. Agency may order any accessory that Vendor has for the copier that Vendor bid. Upon request, Vendor must provide a list of all available accessories for the copiers that Vendor bid to Agencies for ordering purposes.

Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.1 Authorizing Documentation: Vendor is prohibited from filling orders without the proper documentation attached to the WV-39, Contract Release Order. The State Auditor will not authorize payment for any applicable purchase orders/invoices that do not have the proper authorization documentation. Any copier to be networked requires prior approval by the Office of Technology.
- 5.2 Maintenance Option: Agencies have the option of not entering into a maintenance/service contract on purchased copiers. If maintenance is not obtained through this Contract, Agency may obtain it through a separate procurement on a per call, time and materials basis.
- 5.3 Short Term Rental: Any Agency requiring a copier for less than a 24-month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.
- 5.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.
- 5.5 Invoicing/Meter Read: Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the Vendor and Agency, invoicing may be done on a quarterly basis in arrears. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy overage charges. For example, if the monthly copy volume included in the base charge is 30,000 copies per month, 90,000 copies for a three month period will be allowed before an

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overage charge is billed, regardless of how many copies were completed in each of the three months of the three month period.

This option is being made available to diminish the administrative burden of obtaining a monthly meter read. Agencies may provide meter readings monthly or quarterly as agreed. Vendors may accept meter readings via their web site, fax, telephone, or any means agreeable to the Vendor and Agency.

6 DELIVERY AND RETURN:

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

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

- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
The Vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment.
- 6.4 Installation and Removal Charges: All Contract Items sold or leased to an Agency under this Contract shall be installed and removed free of charge. This applies to all situations or de-installations.
- 6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses.

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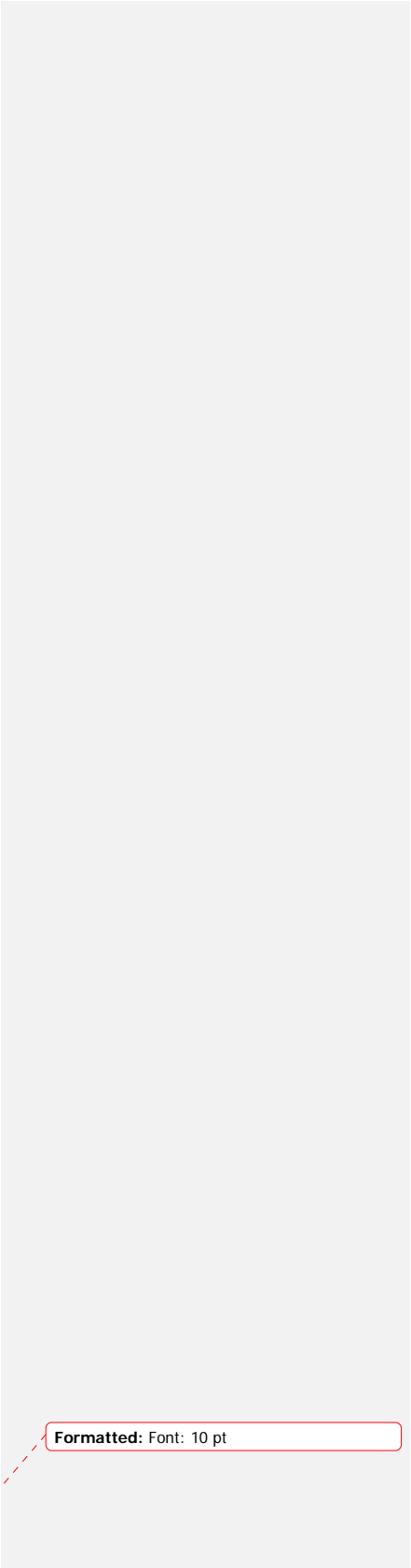
If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit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

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

7 MISCELLANIOUS:

- 7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
- 7.5 Minimum Qualification Experience: Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer representative. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be offered in each band. Failure to provide required information when requested by

the Purchasing Division may result in disqualification of the bid.



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7.6 Subcontracts/Joint Ventures: The Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.

7.7 Rental Term: Prices for all standard rental units are to be for a 24, 36, and 48 month term. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extension should only be used when an agency has a compelling reason such as anticipation of an office move or closing. After expiration of this Contract, month to month extensions are not permitted, but lease agreements entered into under this Contract prior to expiration shall remain in effect for the remainder of the lease term.

7.S Damages: Agencies shall be responsible for damages or loss of rental equipment caused by misuse, abuse, vandalism, theft, fire, flood, or any other occurrence where necessary care was not taken by the agency to prevent loss to the vendor.

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Item No.	Order Type	Item Description	Brand Nlme of Item Bid	Model No. of Item Bid	Est. Quantity	Unit Price	Total Price
1	Purchase	Monocrt.orne					
		Band 1					
		Copier			1		¢
		Scanrlng			1		¢
		Network Printing			1		\$
		reX			1		\$
		Monthly Maintenance Charge Per Copier (0-5,000 copies)			3,060		¢ -
		Per Copy Maintenance Overage Charge (5,001 and up)			18,000		¢ -
		Total for Band 1					¢ -
		Band2					
		Copier			15		¢ -
		Scanning			15		¢ -
		Network Printing			15		¢ -
					15		\$
		Staple			15		¢
		Monthly Maintenance Charge Per Copier (0-15,000 copies)			2,880		¢
		Per Copy Maintenance Overage Charge (15,001 and up)			18,000		¢
		Total for Band 2					\$
		Band 3					
		Copier			5		\$ -
		Scanning			5		\$ -
		Network Printing			5		¢
					5		¢
		Staple			5		¢
		Monthly Mlntenance Charge Per Copier (0-30,000 copies)			1,800		¢
		Per Copy Maintenance Overage Charge (30,001 and up)			18,000		¢
		Total for Bind 3					\$
		Band 4					
		Copier			5		\$ -
		Scanning			5		\$
		Network Printing			5		¢
					5		¢
		Staple			5		\$
		Monthly Maintenance Charge Per Copier (0-45,000 copies)			1,080		\$
		Per Copy Maintenance Overage Charge (45,001 and up)			18,000		\$
		Total for Band 4					\$

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price	Total Price
2	Purchase	Color					
		Band 1					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		rex			5	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 1				\$	-
		Band 2					
		Copier			1	\$	-
		Scanning			10	\$	-
		Network Printing			10	\$	-
		Pax			10	\$	-
		Staple			10	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 2				\$	-
		Band 3					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		Staple			5	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 3				\$	-
		Band 4					
		Copier			10	\$	-
		Scanning			10	\$	-
		Network Printing			10	\$	-
		rex			10	\$	-
		Staple			10	\$	-
		Per Copy Maintenance Charge (Color)			72,000	\$	-
		Per Copy Maintenance Charge (Monochrome)			144,000	\$	-
		Total for Band 4				\$	-

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			Total Purchase Price ofeoci Bands 1-4 \$	-
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Item No	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)
3	24 Month 10a"	Monochrome				
	Band 1					
	Copier (including maintenance for 0 - 5000 copies)			1		\$ -
	Scanning			1		\$ -
	Network Printing			1		\$ -
	Per Copy Maintenance Overage Charge (5001 and up)			500		\$ -
	Total for Band 1					\$ -
	Band 2					
	Copier (including maintenance for 0 - 15,000 copies)			5		\$ -
	Scanning			5		\$ -
	Network Printing			5		\$ -
	Staple			5		\$ -
	Per Copy Maintenance Overage Charge (15,001 and up)			500		\$ -
	Total for Band 2					\$ -
	Band 3					
	Copier (including maintenance for 0 - 30,000 copies)			5		\$ -
	Scanning			5		\$ -
	Network Printing			5		\$ -
	Staple			5		\$ -
	Per Copy Maintenance Overage Charge (30,001 and up)			500		\$ -
	Total for Band 3					\$ -

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3	24 Month Lease (cont.)	Monochrome						
		Bind4						
		Copier (Including maintenance for 0-45,000 copies)		5		\$	-	
		Scanning		5		\$		
		Network Printing		5		\$	-	
		Staple		5		\$		
		Per Copy Maintenance Overlge Charge (45,001 and up)		500		\$	-	
		Total for Bind 4				\$	-	
		Band5						
		Copier (Including maintenance for 0 - 65,000 copies)		5		\$		
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$		
		Per Copy Maintenance Overlge Charge (65,001 and up)		500		\$		
		Total for Band 5				\$		
		Band6						
		Copier (including maintenance for 0 - 80,000 copies)		5		\$		
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$	-	
		Per Copy Maintenance Overlge Charge (80,001 and up)		500		\$		
		Total for Band 6				\$		
		Band 7						
		Center (including maintenance for 0 -150,000 copies)		5		\$	-	
		Scanning		5		\$		
		Network Printing		5		\$		
		Staple		5		\$	-	
		Per Copy Maintenance Overlge Charge (150,001 and up)		500		\$		
		Total for Band 7				\$		
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease					\$	-

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Maintenance)
4	24 Month	Color					
		Band 1					
		Copier			5	\$	-
		Scanning			5	\$	
		Network Printing			5	\$	
		'0>			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 1				\$	
		Band 2					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-
		'0>			5	\$	-
		Staple			5	\$	-
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 2				\$	
		Band 3					
		Copier			5	\$	
		Scanning			5	\$	
		Network Printing			5	\$	
		'0>			5	\$	
		Staple			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 3				\$	
		Band 4					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	-

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	'0>			5		\$	-	
	Staple			5		\$	-	
	Per Copy Maintenance Charge (Color)			2,000		\$		
	Per Copy Maintenance Charge (Monochrome)			4,000		\$		
	Total for Band 4					\$	-	
	Tatar Monthly lease Price of Color Bands 1 through 4 for 24 Month Leas						\$	-

Item No.	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Includn. Maintenance)
5	36 Month Lease	Monochrome				
	B1md1					
	Copier (including maintenance for 0 - 5,000 copies)			3D		\$
	Scanning			3D		\$
	Netv v ork Printing			3D		\$ -
	'0>			30		\$
	Per Copy Maintenance Overage Charge (5,001 and up)			5DD		\$
	Total for Band 1					\$
	Band2					
	Copier (including maintenance for 0 -15,000 copies)			5		\$
	Scanning			5		\$ -
	Network Printing			5		\$
				5		\$
	Staple			5		\$
	Per Copy Maintenance Overage Charge (15,001 and up)			SOD		\$
	Total for Band Z					\$
	Band 3					
	Copier (Including maintenance for 0 - 30,000 copies)			4D		\$ -
	Scanning			4D		\$ -
	Network Printins			4D		\$ -
				4D		\$ -
	Staple			4D		\$
	Per Copy Maintenance Overage Charge (30,001 and up)			500		\$
	Total for Band 3					\$
	Band 4					
	Copier (including maintenance for 0 - 45,000 copies)			40		\$
	Scanning			40		\$
	Network Printing			40		\$
				4D		\$
	Staple			4D		\$ -
	Per Copy Maintenance Overagll Charge (45,001 and up)			500		\$ -
	Total for Band 4					\$

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5	36 Month Lease (cont.)	Monochrome						
		Bands						
		Copier (including maintenance for 0 - 65,000 copies)	40		\$			
		Scanning	40		\$			
		Network Printing	40		\$			
		Fax	40		\$		-	
		Staple	40		\$			
		Per Copy Maintenance Overage Charge (65,001 and up)	500		\$			
		Total for Band 5			\$			
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)	20		\$			
		Scanning	20		\$		-	
		Network Printing	20		\$			
			20		\$			
		Staple	20		\$			
		Per Copy Maintenance Overage Charge (80,001 and up)	500		\$			
		Total for Band 6			\$			
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)	10		\$		-	
		Scanning	10		\$		-	
		Network Printing	10		\$			
			10		\$			
		Staple	10		\$			
		Per Copy Maintenance Overage Charge (150,001 and up)	500		\$			
		Total for Band 7			\$			
		Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease						\$

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Item No	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price hrMonth	Total Price per Month (Including Maintenance)
6	36 Month Lease	Color					
		Band 1					
		Copier			5	\$	
		Scanning			5	\$	
		Network Printing			5	\$	-
					5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 1				\$	
		Band 2					
		Copier			5	\$	-
		Scanning			5	\$	-
		Network Printing			5	\$	
					5	\$	
		Staple			5	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 2				\$	
		Band 3					
		Copier			40	\$	-
		Scanning			40	\$	
		Network Printing			40	\$	
					40	\$	
		Staple			40	\$	
		Per Copy Maintenance Charge (Color)			2,000	\$	
		Per Copy Maintenance Charge (Monochrome)			4,000	\$	
		Total for Band 3				\$	
		Band 4					
		Copier			40	\$	-
		Scanning			40	\$	-
		Network Printing			40	\$	-
		Staple			40	\$	-

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	Staple		40		\$	-	
	Per Copy Maintenance Charge (Color)		2,000		\$		
	Per Copy Maintenance Charge (Monochrome)		4,000		\$		
	Total for BiInd 4				\$	-	
	Total Monthly tease Price of CelDf Bands 1 through 4 for 36 Month tease					\$	

Item No.	Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price Per Month (Including Intenance)
7	48 Month Lo *** Monochrome					
	Band 1					
	Copier (including maintenance for 0-5,000 copies)			30	\$	-
	Scanning			30	\$	-
	Network Printing			30	\$	
				30	\$	
	Per Copy Maintenance Overage Charge (5,001 and up)			SOD	\$	
	Total for Band 1				\$	
	Band 2					
	Copier (including maintenance for 0-15,000 copies)			30	\$	-
	Scanning			30	\$	
	Network Printing			30	\$	
				30	\$	
	Staple			30	\$	
	Per Copy Maintenance Overage Charge (15,001 and up)			500	\$	
	Total for Band 2				\$	
	Band 3					
	Copier (including maintenance for 0-30,000 copies)			80	\$	-
	Scanning			80	\$	-
	Network Printing			80	\$	
				80	\$	
	Staple			80	\$	
	Per Copy Maintenance Overage Charge (30,001 and up)			500	\$	
	Total for Band 3				\$	
	Band 4					
	Copier (including maintenance for 0-45,000 copies)			40	\$	
	Scanning			40	\$	
	Network Printing			40	\$	
				40	\$	-
	Staple			40	\$	-
	Per Copy Maintenance Overage Charge (45,001 and up)			500	\$	
	Total for Band 4				\$	

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7	48 Month tease (cont.)	Monochrome						
		Band 5						
		Copier (including maintenance for 0 - 60,000 copies)			30		\$	
		Scanning			30		\$	
		Network Printing			30		\$	
		Staple			30		\$	
		Per Copy Maintenance Overage Charge (60,001 and up)			500		\$	
		Total for Band 5					\$	
		Band 6						
		Copier (including maintenance for 0 - 80,000 copies)			35		\$	
		Scanning			35		\$	
		Network Printing			35		\$	
		Staple			35		\$	
		Per Copy Maintenance Overage Charge (80,001 and up)			500		\$ -	
		Total for Band 6					\$ -	
		Band 7						
		Copier (including maintenance for 0 - 150,000 copies)			25		\$	
		Scanning			25		\$	
		Network Printing			25		\$	
		Staple			25		\$ -	
		Per Copy Maintenance Overage Charge (150,001 and up)			500		\$ -	
		Total for Band 7					\$ -	
		Total Monthly tease Price of Monochrome Bands 1 through 7 for 48 Month Lease						\$ -

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Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Unit Price Per Month	Total Price (2 Per Month (Including Maintenance))
	48 Month lease	COLO,					
		Band 1					
		Copier			5		\$ -
		Scanning			5		\$
		Network Printing			5		\$
					5		\$
		Per Copy Maintenance Charge (Color)			2,000		\$
		Per Copy Maintenance Charge (Monochrome)			4,000		\$
		Total for Band 1					\$ -
		Band 2					
		Copier			10		\$
		Scanning			10		\$
		Network Printing			10		\$
					10		\$
		Staple			10		\$
		Per Copy Maintenance Charge (Color)			2,000		\$ -
		Per Copy Maintenance Charge (Monochrome)			4,000		\$ -
		Total for Band 2					\$ -
		Band 3					
		Copier			20		\$
		Scanning			20		\$
		Network Printing			20		\$
					20		\$
		Staple			20		\$
		Per Copy Maintenance Charge (Color)			2,000		\$
		Per Copy Maintenance Charge (Monochrome)			4,000		\$ -
		Total for Band 3					\$ -
		Band 4					
		Copier			50		\$
		Scanning			50		\$
		Network Printing			50		\$
					50		\$

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	Staple		50		\$	
	Per Copy Maintenance Charge (Color)		2,000		\$	
	Per Copy Maintenance Charge (Monochrome)		4,000		\$	
	Tond for Band 4				\$	
	Total Monthly Lease Pric!! of Color Bands 1 through 4 for 48 Month leas					•

Total Price for All Items		
Item 1	Total Purchasing Price of Monochrome Bands 1 through 7	\$
Item 1	Total Purchas Price of Color Bands 1004-	\$
Item 3	Total Monthly lease Price of Monochrome Bands 1 through 7 for 24 Month lease	\$
Item 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month lease	\$
Item 5	Total Monthly lease Price of Monochrome Bands 1 through 7 for 36 Month lease	\$
Item 6	Total Monthly lease Price of Color Bands 1 through 4 for 36 Month lease	\$
Item 7	Total Monthly lease Price of Monochrome Bands 1 through 7 for 48 Month lease	\$
Item 8	Total Monthly lease Price of Color Bands 1 through 4 for 48 Month Lease	\$ -
Total Price for All Items		\$

Vendor Information:

Vendor Name: _____

Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of __, 20__.

My Commission expires, 20__.

AFFIX SEAL HERE
NOTARY PUBLIC _____

Purchasing Affidavit (Revised 081012015)

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State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-S-7. (Does not apply to construction contracts). *West Virginia Code*, §5A-S-7, 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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
 - Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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,

Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% 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% 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% 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.

Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

7. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: _____

Signed: _____

Date: _____

Title: _____

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

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

State of West Virginia
 Request for Quotation
 28 — Office Equip.

Proc Folder 275520

Doc Description: Statewide Contract for Digital Copiers

Proc Type Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-18	2016-12-14 13 30 00	CRFQ 0212 SWC1700000008	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561 598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN # 23-0334400

DATE 1/4/17

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



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

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder: 275520

Doc Description: Addendum 1-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-09	2016-12-21 13:30.00	CRFQ 0212 SWC1700000008	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State and Local
 Government
 561 598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN # 23-0334400

DATE 1/4/17

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



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

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder: 275520

Doc Description: Addendum 2-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-19	2017-01-04 13:30:00	CRFQ 0212 SWC1700000008	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561-598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN # 23-0334400

DATE 1/4/17

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



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

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder: 275520

Doc Description: Addendum 3-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-23	2017-01-10 13:30 00	CRFQ 0212 SWC1700000008	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561 598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN # 23-0334400

DATE 1/4/17

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



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

State of West Virginia
 Request for Quotation
 28 - Office Equip.

Proc Folder: 275520

Doc Description: Addendum 4-Statewide Contract for Digital Copiers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-06	2017-01-12 13:30.00	CRFQ 0212 SWC1700000008	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355
 610 296-8000

Roger Hosler
 Area Manager, State & Local
 Government
 561 598-9365

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette
 (304) 558-2566
 charles.d.barnette@wv.gov

Signature X

FEIN # 23-0334400

DATE 1/6/2017

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



MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following (“Termination Fee”): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the “Monthly Service Charge” shall equal (i) the

base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other (“Indemnified Party”) from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer’s failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh’s prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh (“Ricoh Equipment”), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh’s obligations under this warranty are limited solely to the repair or replacement (at Ricoh’s option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer’s specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights (“Software License”), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software (“Software Supplier”). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER’S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh’s rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or

not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number* <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5. Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer

agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

- (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be

- made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <u>X</u> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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January 10, 2017

Mr. Charles Barnette, Buyer
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: SWC1700000008 -Statewide Contract for Digital Copiers

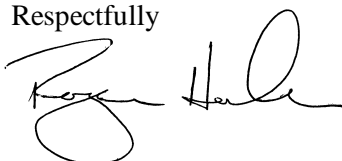
Dear Mr Barnette,

Ricoh USA is pleased to submit this response to your Statewide Contract bid for Digital Copiers. We are proud that Ricoh has been consistently ranked as a worldwide leader in the office equipment and managed print services market segments, according to a variety of well-respected industry analysts such as Gartner and IDC. We look forward to the possibility of being the winning vendor and supplying the State of West Virginia Government Agencies top of the line Digital Copier equipment and solutions.

In addition to the documents provided by the State requiring return, we are also including our Terms and Conditions Exceptions and Clarifications, Standard Leasing, Maintenance and Sale agreements for review and approval as requested.

If you have any questions or need any clarification, please contact me at 561-529-2204 or by email at Roger.Hosler@Ricoh-USA.com

Respectfully

A handwritten signature in black ink, appearing to read "Roger Hosler", written in a cursive style.

Roger Hosler
State and Local Area Manager – Ricoh USA

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RECON USA INC

Authorized Signature: [Signature] Date: 11/22/16

State of NEW JERSEY CORPORATE TAX Director

County of ESSEX, to-wit:

Taken, subscribed, and sworn to before me this 22ND day of NOVEMBER, 2016

My Commission expires December 6, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)

