



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

# Request for Quotation

RFQ NUMBER  
 DIGCOP09

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JO ANN ADKINS  
 304-558-8802

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Superior Office Service, Inc.  
 108 Eighth Avenue West  
 Huntington, WV 25701

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/13/2008				

BID OPENING DATE: 11/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 8 *****</p> <p>1. TO CLARIFY QUESTION NUMBER 30 FROM ADDENDUM NO. 6            MANUFACTURE CERTIFICATION SHOULD BE SUBMITTED WITH            THE BID. TECH CERTIFICATION CAN BE REQUESTED AT            ANYTIME.</p> <p>***** END OF ADDENDUM NO. 8 *****</p>						
0001	1	LS		985-64		
DIGITAL COPIERS AND PRINTERS						
<p>***** THIS IS THE END OF RFQ DIGCOP09 ***** TOTAL: _____</p>						

RECEIVED  
 08 NOV 18 AM 11:05  
 PURCHASING DIVISION  
 STATE OF WV

*Canon*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304.525.7250 DATE: 11-14-08

TITLE: VP/Sales FEIN: 5504 65039 ADDRESS CHANGES TO BE NOTED ABOVE

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



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 804-558-8802

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Superior Office

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 11/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 7 ***** 1. BID OPENING DATE HAS BEEN MOVED TO 11/18/2008 2. CORRECTED COPIER ACCESSORY OPTION LISTING IS AVAILABLE AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM ***** END OF ADDENDUM NO. 7 *****						
0001	1	LS		985-64		
DIGITAL COPIERS AND PRINTERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

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Superior Office Service

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 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2008				

BID OPENING DATE: 11/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 6 *****  1. REVISED COPIER ACCESSORY OPTION LISTING, 1 PAGE, ATTACHED. THE ACCESSORY OPTION LISTING CAN ALSO BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM 2. QUESTIONS AND ANSWERS, 8 PAGES, ATTACHED. 3. WV-96 MUST BE SIGNED AND RETURNED PREFERABLY WITH THE BID  ***** END OF ADDENDUM NO. 6 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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Superior Office Service

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/29/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 5 *****						
1. CHANGES TO EXHIBIT THREE.						
LIFE OF CONTRACT:						
FROM: EXTENDS FOR A PERIOD OF ONE (1) YEAR ...						
TO: EXTENDS FOR A PERIOD OF SIX (6) MONTHS...						
RENEWAL:						
FROM: SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
TO: SHALL BE LIMITED TO FOUR (4) SIX (6) MONTH PERIODS.						
2. THE STATE RESERVES THE RIGHT TO UTILIZE INTER-STATE AGREEMENTS, SUCH AS THE WESTERN STATES CONTRACTING ALLIANCE (WSCA), TO PURCHASE EQUIPMENT OUTSIDE OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM AN AWARD OF THIS RFQ, PURSUANT TO WEST VIRGINIA STATE CODE, SECTION 5A-3-19.						
***** END OF ADDENDUM NO. 5 *****						
0001	1	LS		985-64		
DIGITAL COPIERS AND PRINTERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**DIGCOP09**

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ADDRESS CORRESPONDENCE TO/MENTION OF  
**JO ANN ADKINS  
 304-558-8802**

POSTAGE

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**Superior Office Service**

SHIP TO

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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2008				

BID OPENING DATE: **11/12/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 4 *****</p> <p>1. DIGCOP09 REVISED 10/28/08, ATTACHED.</p> <p>2. COST QUOTE FORMS, ATTACHED.</p> <p>3. COPIER ACCESSORY OPTION LISTING, ATTACHED.</p> <p>4. VENDOR INFORMATION FORM, ATTACHED.</p> <p>5. WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, NOVEMBER 3, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            FAX: 304-558-4115            EMAIL: JO.A.ADKINS@WV.GOV</p> <p>***** END OF ADDENDUM NO. 4 *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

## DIGCOP09 SPECIFICATIONS

### Request for Quotation – DIGCOP09 Digital & Color Copier Purchases & Rentals

#### I. General Terms and Conditions

##### A. Description of Services

The purpose of the RFQ is to establish a contract for the purchase and/or rental of multi-function monochrome digital copiers and small color copiers. The resultant contract will provide digital copiers with established minimum technical specifications and service requirements. The main bands are determined primarily by copy volumes with limited features required to result in similar copiers being available within each band. It is not the intent of the State to dictate technical configurations of copiers within any band, but rather to define general needs and allow each contractor to provide a copier within their normal marketing strategies to meet those needs.

In order to assure the availability of required moving services, the State has been divided geographically into four regions as follows:

- ✓ Region I: Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Ritchie, Gilmer, Pleasants, Calhoun, Wirt, Wood, and Tyler Counties;
- ✓ Region II: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson Counties;
- ✓ Region III: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston Counties; and
- ✓ Region IV: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe Counties.

Vendors may bid on one or more regions at their discretion based on their ability to adequately serve specified regions and may represent multiple manufactures. **It is the intention of the Purchasing Division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ.** Agencies requiring copier purchase/rental services shall contact all vendors awarded contracts for their specific region to obtain a price quote based on the base price of the copier, all required options, supplies and maintenance. The vendor providing the lowest price quote shall receive the agency purchase release order. **Monthly rental fees, copy allowances, other supply and maintenance costs shall remain firm for the life of the purchase order**

release. Pricing shall also be inclusive of shipping, delivery, installation, and training.



**B. Minimum Qualification Experience**

Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be authorized manufacturer representatives. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be offered in each band. It is preferred that evidence of experience and manufacturer sales and service authorization be submitted with the bid. Failure to provide required information when requested by the Purchasing Division shall result in disqualification of the bid.



**C. 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 sub. Vendors should provide with their bid a list of all sub contractors that includes the equipment they will be providing and/or servicing and the areas of the State they will provide coverage for. List of subcontractors must be provided prior to award. Failure to provide the required documentation within the time indicated shall be grounds for disqualification of the Vendor's bid.



**D. Manufacturer Accessory Listing Requirements**

Vendors shall provide a listing of all possible accessories available for all machines that may be offered during the life of the contract by band, by manufacturer on the attached Accessory Listing form. It is preferred that the Accessory Listing be provided with the bid. Failure to provide the required documentation within the time indicated shall be grounds for disqualification of the Vendor's bid.



**E. Rental Term**

Prices for all standard rental units are to be priced for a 24, 36, and 48 month term. Rental orders may be extended for up to two (2) additional one (1) year periods, at a reduced rate, upon mutual written agreement of the parties. 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 the master contract for new placements, the contract shall remain active for payment purposes only of any ongoing rental or maintenance orders.

✓ **F. Contract Termination**

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

✓ **G. Non-Appropriation of Funds**

If the Agency is not allotted funds in any succeeding year for the continued use of the service or commodity covered by this contract by the West Virginia Legislature, the Agency may terminate the contract with thirty (30) days prior written notice at the end of the affected current fiscal period without further charge or penalty.

✓ **H. Quantities**

Quantities listed in the RFQ are approximations only, based on estimates supplied by the State Spending unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of contract, whether more or less than the quantities shown.

✓ **I. Usage Report**

Vendor is to provide a six (6) month summary report of procurement volumes by item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract. Submit to: [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov)

✓ **J. Damages**

Agencies shall be responsible for damages or loss of rental equipment of this contract that are incurred as a result of misuse, abuse vandalism, theft, fire, flood or any other occurrence where it is determined that necessary care was not taken by the agency to prevent loss to the vendor.

✓ **K. Vendor Certification**

**Vendor, if other than the manufacturer, should provide the following authorization/certification with the bid response:** A current letter dated and signed or a current, dated certificate from the manufacturer that vendor is an authorized distributor and/or service representative that is authorized to bid the manufacturer's products. Authorization is to include a statement providing assurance that, should the manufacturer withdraw the authorization, a replacement representative will be provided within time frames acceptable to the State. **If the vendor fails to provide the documentation with their bid or upon written request by the Purchasing Division by the established deadline, the bid shall be disqualified.**

✓ **L. Shipping and Delivery**

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. All equipment shall be delivered within 30 days ARO. Failure to consistently comply with this delivery time may result in cancellation of the contract. All quotes must be F.O.B. Destination with all shipping and installation charges included in the quoted price. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment. **No extra payment shall be made for delivery of any kind.**

✓ **M. Installation and Removal Charges**

All machines placed in conjunction with this contract shall be installed and removed free of charge. This applies to all situations or de-installations.

✓ **N. 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 for rental and maintenance. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy coverage 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 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 will be responsible for providing 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 the end user.

The agency shall be responsible for keeping a log of meter readings and any service provided for the machine during the life of the rental or maintenance order. It is highly recommended that this log be kept with the machine at all times.

✓ **O. 90 Copies or More Per Minute Prohibition**

All State agencies are prohibited from procuring digital copiers capable of producing 90 copies or more per minute. Vendors shall not compete with WV Correctional Industries with the copying business or by selling or renting copiers rated at 90 cpm or more to any State agency.

✓ **II. EQUIPMENT REQUIREMENTS (including Monochrome and Black/Combination Copiers)**

**A.** All copiers provided under this contract shall be digital equipment. Analog models will not be accepted.

All copiers must be capable of reproducing General office correspondence, reports, and bound documents.

All copiers must 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 reverse video graphic effects (white letters on black background), graduated gray-scale tones.

All copiers must be capable of automatically selecting the proper paper size in respect to the original being copied.

All copiers must have the ability to be set for reduction and enlargement in 1% increments.

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.

All copiers and accessories quoted must have a manufacturing status of new.

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.

✓ **B. New/Re-manufactured Requirement**

All equipment placed 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.

✓ **C. Equipment Availability**

Copiers offered must be in production and available for sale at time of submitted quote.

✓ **D. Published Specifications**

All equipment offered must have published copy volumes per month and copies per minute. **Vendors must provide a copy of the published page (BLI, etc.) for the machine being quoted to the agency. Vendors must provide the agency published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which includes copy volumes per month, copies/minute data, available memory, paper sources and paper capacity as a part of the agency bidding process. Vendor shall highlight all standard features on their product brochure, per band, per machine bid. If the vendor fails to provide the documentation with their bid, it must be provided within the deadline indicated by the agency. Failure to provide the required documentation within the time indicated may be grounds for disqualification of the vendor's bid.**

✓ **E. 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.**

✓ **F. Energy Star Compliant**

All machines placed must be Energy Star Compliant and all copiers shall be installed with energy saving features enabled.

✓ **G. Scan Charges**

Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Vendors shall not charge for any scanning.

✓ **H. Copier Classification/Monochrome**

The State has classified monochrome copiers into volume bands based on machine speeds from Band 1 through Band 7. The production levels are provided for each band. The minimum acceptable ratings for copies per minute (cpm), and copies per month (c/mn) are provided for each band.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copies/minute
1	1 – 5,000	10 cpm
2	up to 15,000	20 cpm
3	up to 30,000	30 cpm
4	up to 45,000	40 cpm
5	up to 65,000	50 cpm
6	up to 80,000	60 cpm
7	up to 150,000	70 cpm

✓ **I. Copier Classification/Color**

The State has classified color copiers into volume bands based on machine speeds from Band 1 through Band 4. Only smaller color copiers are desired on this contract. The minimum acceptable ratings for color copies per minute (cpm), and copies per month (c/mn) are provided for the desired bands.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copier/minute
1	1 – 10,000	3 – 10 cpm
2	up to 20,000	11 – 20 cpm
3	up to 30,000	21 – 30 cpm
4	up to 40,000	31+ cpm

✓ **J. Duplexing**

Any machine requiring automatic duplexing must have the capability of providing a duplex copy without human intervention.

✓ **K. Paper Capacity**

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

✓ **L. Paper Requirement**

All machines quoted must be capable of copying on plain bond paper in both 8 ½" x 11" and 8 ½" x 14".

✓ **M. Specific Machine Requirements**

Vendor must respond to specific machine requirements provided by the agency on the Cost Quote form (see samples included). Minimum requirements for each band are listed with spaces for the vendor to provide specifics to the machine being bid. Additional features may be offered if available, but the machine being bid must meet the minimum requirements listed by the agency.

✓ **N. Power Protection**

Vendors should quote, as part of their available accessories for digital copiers, surge and ground noise protection units. Agencies are encouraged to consider the units, especially for high volume copiers, as they have been shown in various studies to reduce problem maintenance calls by an average of 40% per month. Units shall be ESP QC Power Protection, or equal, for Bands 4 through 7, and ESP Majac Power Protection, or equal, for Bands 1 through 3. Vendors must provide manufacturer literature for any "or equal" power protection unit bid.

✓ **O. Power Requirements**

If a copier requires a dedicated power line, it is the joint responsibility of the vendor and end user to determine if this requirement can be met. It is the responsibility of the end user to provide the power requirements.

✓ **P. Network Connection**

All connected units must include all needed cable, cards, etc. for connection to the end user's network at no additional cost to the end user. The cost for such required items shall be included in the base cost of the machine which will be used for evaluation. However, vendors are requested to price this cost separately on the cost sheet to allow agencies the choice of obtaining the machine as a networked machine or a stand-alone machine. The agency shall indicate on their order if they do not require network connection and reduce the base price accordingly.

Vendor's equipment must be capable of connecting to an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system.

✓ **Q. Firmware**

Firmware (which is sometimes referred to as software) is those items which are considered tools or components added to a machine, and the license is provided with the Copier, by the Contractor. This type of firmware is usually pre-installed or downloaded during machine set up. The typical firmware supports scanning, faxing, printing functions and security options. Print drives are normally downloaded from the manufacturer web site. Vendors shall list each common firmware item that is offered by their brand of copiers and is available on most of the individual models with a brief description of the firmware's functions and why these items shall be included in the resultant price.

All stored information must be secure and unreadable whenever a machine is removed from service. The Over-Write-Type firmware and replacement hard drives should be listed on the Cost Sheets. Vendors should have programs that A) remove a hard drive and install a new hard drive with the customer disposing or keeping the old hard drive; B) remove a hard drive for the customer's IT Technician to wipe clean and the Vendor to reinstall the old hard drive in the old machine that is being taken out of service and picked up; and C) remove the old hard drive, install a new hard drive, and maintain the chain of custody of the old hard drive through the cycle of Vendor disposal with a certificate of destruction (shredding) provided to the Agency.

### **III. SERVICE AND MAINTENANCE**

#### **A. Full Service Requirement**

All vendors are required to have a service organization with the ability to provide on site maintenance for all machines awarded by band, by region. Vendors must agree to enter into a full service contract for all units placed. However, user agencies shall have the option of not entering into a service contract on purchased units. Maintenance is to be available on both a per call basis as needed and a preventative maintenance schedule. Quoted maintenance costs are to include any warranty period. Maintenance on purchased machines shall be at no cost during the warranty period.

#### **B. Monthly Copy Allowance**

Maintenance costs for purchased monochrome machines and monthly rental costs for monochrome machines shall be inclusive of all supplies excepting paper for one half of the per month copy volume stated for each band. Vendors shall quote a per copy cost for any copies in excess of the allowed copies per month.

There shall be no monthly copy allowance for color copies. Vendors shall quote a per copy cost for color copies and monochrome copies for all color copiers bid. The stated monthly copy volume times the per copy costs will be a component of the evaluation only.

✓ **C. Connectivity Service Support**

Service support is to be available to coordinate installation with agency personnel and be available to answer questions and concerns on equipment installed. Personnel in charge of the installation of digital equipment must be available to coordinate installation with the ordering agency internal staff in charge of the network. Service support, knowledgeable in digital equipment, will be required to provide all necessary maintenance and repair.

**Vendors are to provide an 800 telephone number for service support.**

✓ **D. Certification Requirement**

Service representatives shall be full time employees of the contracted vendor or of a subcontracted vendor designated by the vendor as their representative. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time during the course of bidding process or the contract period. All service reps shall have an adequate inventory of repair parts that will permit repairs to be made promptly with a minimum of down time.

✓ **E. Maintenance Requirements**

Full service and maintenance cost quotes shall be inclusive of all parts, labor, per diem, travel time and travel expenses. No separate reimbursement will be made to the vendor for any expense. A preventative maintenance schedule shall be provided as needed on all equipment as specified by the manufacturer. This includes, but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to insure successful performance of the equipment.

Time and materials on a per call basis does not include travel time, travel expense or parts. Agencies shall bid this type of maintenance, when needed, if they do not procure the maintenance available on this contract.

✓ **F. Loaner Units**

Loaner units shall be provided for rentals and machines under a maintenance contract, at no charge, if the agency's copier is estimated to be down to 16 consecutive working hours for repair. Loaner units should be of comparable size and feature level of the agency's machine. The agency shall not pay for any charges associated with the loaner unit, but shall pay the charges that would be incurred on the agency's machine.

✓ **G. Response Requirement**



Vendors must respond to all requests to service within eight (8) working hours of an agency request throughout the entire contract period. Repetitive complaints concerning the failure to meet this requirement shall 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**

Machine failure rates shall not average more than two (2) malfunctions per month that require vendor corrections. Any unit 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 included 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.

✓ **I. Training**

Vendor shall provide end users with in-house training within five working days of installation of the equipment or as arranged by agency personnel. Training to include, but not be limited to, standard functional use of machine to networked end users as well as training to any assigned agency personnel to enable them to instruct others.

✓ **J. Manuals**

Vendors shall provide at least one (1) copy of the operator's instruction manual for the equipment placed. 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.

✓ **K. Warranty**

Where the term "warranty" is used, it shall be understood that during the quoted warranty period all parts, labor, per diem, travel time, travel expenses and any other cost required to correct the unit shall be the responsibility of the vendor. The warranty shall not commence until the unit is installed and operational to the agency's satisfaction. (Warranty does not include provision of supplies other than those provided per 1.12.)

**IV. BIDDING & ORDERING PROCEDURE**

- ✓ **A.** At the time of need, agencies shall review the minimum specification requirements for copier bands and accessory options to determine the appropriate band and options required. Agencies shall be required to contact all vendors awarded contracts in the appropriate region for the copier band desired to obtain cost quotes at the time of need. Agencies will be required to utilize the appropriate cost quote and accessory option forms for the selected copier band which must be mailed or faxed to awarded vendors per region.

Vendors shall complete all required specification and price information and submit quotes to the agency within three (3) business days from receipt. Vendors who fail to provide cost quotes in the required time frame will be disqualified.

- ✓ **B. Authorizing Documentation**

Any copier to be networked requires prior approval by the Office of Technology. Vendors are 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.

- ✓ **C. Supplies**

During the warranty period on any rental units and maintenance on purchased units, the vendor shall deduct the monthly machine maintenance portion of the rental and machine maintenance from the maintenance monthly charge for the duration of the warranty. The vendor shall provide the supplies as specified for the number of copies/month indicated during the warranty period for monochrome copiers and at the per copy cost for color copiers.

- ✓ **D. Maintenance Option**

Agencies have the option of not entering into a maintenance/service contract on purchased units. Maintenance may be obtained through separate procurement on a per call, time and materials basis.

- ✓ **E. 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.

- ✓ **F. Financing Purchases**

Purchase pricing shall be firm for one year from the effective date of the contract. Any purchase requiring financing shall be financed through the State of West Virginia's statewide financing contract. For the purposes of this contract, the machine shall be a straight purchase to the vendor and a separate order shall be placed against the financing statewide contract for the financing. Financing will only be offered for leases of \$100,000.00 or more.

 **V. BID SUBMISSION REQUIREMENTS**

Vendors must provide the following information in order to be qualified for contract award.

- 5-Year Experience Information
- Manufacturer Certification
- Subcontractor/Joint Venture Information By Region
- Manufacturer Accessory Option Listing By Band
- Vendor Information Form

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1.	Q	Will a price be required in response to Addendum 4 since each agency will go out for the lowest quote?
	A	<b>No, according to revised DIGCOP09 specifications dated 10/28/08, Section IV –A: Agencies SHALL be required to contact all vendors awarded contracts in the appropriate region for the copier band desired to obtain cost quotes at the time of need. No pricing is to be submitted with the DIGCOP09 bid.</b>
2.	Q	If the lowest possible price is submitted with Addendum 4, then why should vendors still compete within each agency?
	A	<b>See #1.</b>
3.	Q	Is outstanding service, customer and technical support considered for each agency? Addendum 4 states the agency <b>must</b> go with the lowest bidder. That would eliminate these factors.
	A	<b>Vendors are mandated to have a minimum of five (5) years experience. And according to Section I – F: The State may terminate any contract resulting from the RFQ immediately at any time the Vendor fails to carry out its responsibilities...</b>
4.	Q	Is it necessary to enter pricing on the accessory sheet for the RFQ since it will be rebid by each agency anyway?
	A	<b>Accessory Option List has been revised.</b>
5.	Q	Would you please describe the process that will be permitted under the contract resulting from this solicitation for submitting product substitutions or equipment product model additions after the award? We see three potential cases for this. One is when an equipment product model is discontinued. One is when a equipment product model is replaced and another is when a new equipment product model is introduced without replacing a discontinued model.
	A	<b>Only the brands supplied by the vendor via the required manufacture certification of authorization shall be bid. Model discontinuation or replacement changes will not be processed through the Purchasing Division. However, according to Section II – E: Vendor 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.</b>
6.	Q	Would you please confirm that Addendum 4 results in the deletion of the original solicitation and replaces it with the specifications and terms & conditions of the Addendum?
	A	<b>Addendum 4 provides "Revised DIGCOP09 Specifications".</b>

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7.	Q	Within section P, under the section "Network Connection" the requirement is that all connected units must include all needed cable... for connection to the end user's network at no additional cost to the end user. We request that the requirement identify a distance from the unit that the agency will provide an RJ-45 Ethernet connection. Most contracts identify this distance as within six feet of the desired unit location. Just as indicated in the previous section regarding electrical supply, the standard in the MFP industry is that the ordering agency would provide a suitable network connection when network-connected equipment is ordered.
	A	<b>A twelve (12) foot "Network Connection" cable will be provided by the vendor at no additional cost to the end user.</b>
8.	Q	Does the State desire an electronic copy of the Cost Quote Forms and the Manufacturer Accessory Option Listing to be submitted with the vendor proposal?
	A	<b>An electronic copy of the Manufacture Accessory Option can be found at: <a href="http://www.state.wv.us/admin/purchase/newbul.htm">http://www.state.wv.us/admin/purchase/newbul.htm</a>. Bidders are requested that in addition to the required paper bid that an electronic version be submitted with their bid. Vendors shall not e-mail the electronic copy. In the event the paper bid and the electronic bid copy do not match, the paper bid shall prevail.</b>
9.	Q	When completing the sheet "Copier Accessory Listing" should a separate sheet be completed for each equipment model proposed or should the available accessories for all models be combined onto a single list?
	A	<b>A "Copier Accessory List" shall be provided for each band type (monochrome and color) preferable with the bid.</b>
10.	Q	All machines that could be bid per band? Example: In Monochrome Copiers, Band Four, do you us to fill out a sheet for each machine we will bid on that band?
	A	<b>Vendors can only submit quotes for approved manufacture brand(s). Example: Vendor submits three Manufacture Authorization Certificates, the vendor can submit quotes from these authorized manufactures for the appropriate band.</b>
11.	Q	Are you looking for pricing now on the base machine(s) per band, not only purchase but also 24/36/48 month rental? Are you wanting pricing on the options offered now as well?
	A	<b>No</b>
12.	Q	Will all of this be evaluated when an agency wants a machine and the vendor giving them the lowest price for the machine, options they need, and service, and a purchase order is cut?
	A	<b>Yes</b>
13.	Q	Is this an addendum or a rewrite? If this is a rewrite, are the cost sheets necessary for the RFQ or just the agency requesting the bids?
	A	<b>Addendum no. 4 includes DIGCOP09 revised specifications. No cost sheets are necessary for this RFQ.</b>

## OFFICE 07 QUESTIONS & ANSWERS

14.	Q	We understand that you have the right to cancel based on performance. What happens if purchasing terminates without cause? What is the vendors remedy?
	A	<b>According to Legislative Rule 148 CRS 1.7.16.2 Notwithstanding other provisions of this subsection, the Director may cancel a purchase or contract for any reason or for no reason, upon 30 days' notice to the vendor.</b>
15.	Q	If you terminate for non appropriations we assume that canceled equipment will not be replaced by like or similar equipment during the ensuing fiscal year with like or similar equipment.
	A	<b>See Section 1 – F of the revised specifications.</b>
16.	Q	Delivery may involve extraordinary access issues such as removals of windows, walls, etc. We assume that the state and/or specific agencies would accept incremental charges associated with these delivery requirements.
	A	<b>Any construction involved with the instalment of a copier shall be the responsibility of the agency.</b>
17.	Q	Parts will be available throughout any contract with Xerox. Many vendors use both new and re-manufactured parts with sustainability initiatives. If vendor uses Original Equipment Manufactured parts that support newly manufactured performance and guarantees, is this acceptable?
	A	<b>Section II –B: All equipment must be new. The use of re-manufactured parts shall be grounds for cancellation of contract.</b>
18.	Q	Will you accept a CD vs. a printed manual?
	A	<b>The agency shall advise upon award of Release Purchase Order.</b>
19.	Q	Does addendum 4 replace the original?
	A	<b>Yes</b>
20.	Q	Addendum 4, Item A. Description of Services. Section states that it is the intention of the Purchasing division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ. Will the State award multiple vendors for the same manufacturer and model? In other words, if the manufacturer bids their products and an authorized dealer bids the same products, will both entities receive an award if they have a qualifying bid?
	A	<b>Yes</b>
21.	Q	Price Sheets – It indicates we are to include the item numbers for any accessory included in the base configuration that is needed for ordering. Where would we put the part numbers for the accessories that we need to include that you do not have listed, i.e. Print controllers, cabinets, ESP power filters?
	A	<b>See revised Copier Accessory Option Listing</b>



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22.	Q	The statement: Discount – Percentage Rate/Lease Rate: _____% was included at the bottom of the Original RFQ but was left off of the bottom of Addendum #4. Please address whether the State wants the consistent discount rate throughout the optional accessories or not.
	A	<b>DIGCOP09 has been completely revised and Discount-Percentage Rate/Lease Rate is not included.</b>
23.	Q	The State did not include Summary Cost Sheets for Evaluation Forms (Original RFQ Pages 24-28 and Pages 33-36). Do we submit these forms even though they were included with Addendum #4?
	A	<b>No, no cost is being submitted with the bid.</b>
24.	Q	Discount – Percentage Rate/Lease Rate: _____% was included at the bottom of the Original RFQ but was left off of the bottom of Addendum #4. Please address whether the State wants the consistent discount rate throughout the optional accessories or not.
	A	<b>See # 22</b>
25.	Q	Page 2 clearly states "It is the intention of the Purchasing Division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ." It also states, "The vendor providing the lowest price quote shall receive the agency purchase release order."
	A	<b>See #1</b>
26.	Q	This is very different from the Original RFQ, Page 13-15 under Award Criteria/COT Quote (General) that states "Up to five machines will be awarded in each volume band. Awarded machines must be within 20% of the lowest bid machine awarded within any band. Please explain the above statements. An example would be: There are six qualifying vendors in a certain region, all with different pricing in a certain copier band... Will a state agency be allowed to purchase from any of those six vendors, even though only one vendor has the lowest price?"
	A	<b>See #1</b>
27.	Q	With regards to the changes in Addendum #4, will the Manufacturer be allowed to hold and manage the contract and at the same time allow the authorized dealers from each of the four regions to invoice the state agencies?
	A	<b>Vendor awarded a contract shall be responsible for submitting, fulfilling purchase order and processing invoices.</b>
28.	Q	Page 4 (I) Usage Report – "Vendor to provide a six (6) month summary report of procurement volumes by item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract. Suggestion would be: Since the requirement is a six (6) month summary report, the summary report would be furnished at the beginning of the 1 <sup>st</sup> month (January) and the 7 <sup>th</sup> month (July).
	A	<b>The summary report shall be furnished at the end of the sixth month.</b>



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29.	Q	P9 – Hard drives – must the vendor offer all three options to be considered responsive? Please confirm this requirement applies only to equipment installed under this contract and that the vendors will only be expected to cleanse/remove hard drives for their own brand.
	A	<b>Vendors should be able to the three options. Vendors will only cleanse/remove hard drives for their own brand.</b>
30.	Q	P10 – Certification Requirement – please confirm if the certificates should be included in the RFQ response.
	A	<b>Yes, mandatory requirement</b>
31.	Q	P12 – Warranty – please advise the minimum warranty period and if it applies to both purchase and rental acquisitions.
	A	<b>Manufacturer’s warranty shall apply to all purchased copiers and accessories. All rental copiers and accessories shall be fully warranted for the life of the rental agreement.</b>
32.	Q	P13 – Accessories – will the vendor be allowed to price the accessories added after the initial install based on the number of months remaining?
	A	<b>It is preferred that Agencies should order optional accessories at the time of initial machine order, but may order accessories on the annual anniversary of a machine’s placement.</b>
33.	Q	If the customer decides on a “stand-alone machine”, do they still need to have “the Over-write-type firmware”?
	A	<b>The firmware is a standard option on the base copier. Over-Write-Type firmware and replacement hard drives are to be listed on the Copier Accessory Option Listing.</b>
34.	Q	If the vendor is expected to remove the hard drive to let the customer’s IT Tech wipe the hard drive clean, shouldn’t this service be an additional line item listed on the Cost Sheets for that model of machine on the RFQ?
	A	<b>If purchased machine this service can be added as a line item. If rental machine this shall be a maintenance call at no cost to the agency.</b>
35.	Q	If the vendor is expected to provide a certificate of destruction to the Agency after the hard drive has been wiped clean from the customer’s IT Tech, shouldn’t this service be an additional line item listed on the Cost Sheets for that model of machine on the RFP?
	A	<b>See # 34</b>
36.	Q	Page 7, under “Paper Requirement” the State is only requiring up to 8 ½” x 14” output. The use of 11” x 17” is prevalent throughout the State. It is in the best interest of the State to amend this requirement.
	A	<b>11”x17” output shall be listed on the Copier Accessory Option Listing.</b>
37.	Q	Should cabinets be included in the base configurations if necessary to make the proposed

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		models console?
	A	<b>Cabinets shall be listed on the Copier Accessory Option Listing.</b>
38.	Q	If an agency receives quotes from contract holders, do they still have the option to use the vendor they want to do business with? Service and Sales support are part of the overall buying criteria for customers.
	A	<b>NO. The vendor providing the lowest price quote (including base copier, required options, supplies and maintenance) shall receive the agency purchase release order. Agencies shall keep with each fill all quotes received for auditing purposes.</b>
39.	Q	Is it State's intention to make awards to every vendor that submits a response, or is the State limiting the number of awards?
	A	<b>See Section V.</b>
40.	Q	Should we assume that the prices quoted for this Statewide solicitation can be deviated from when agencies request quotes?
	A	<b>See #23</b>
41.	Q	Item 10 of the General Terms & Conditions state that "any Purchase Order/Contract" may be cancelled upon 30 days written notice. Does this apply to master (State) agreement only, preventing additional acquisition of products/services or does this apply to individual rental placements? In other words, can the State cancel a rental placement at its convenience; and without penalty, or will rental placements remain installed until the individual 24/26/48 month term expires?
	A	<b>Yes, with 30 days notice an anytime, but normally it is for cause.</b>
42.	Q	The "Usage Report: clause on page 4 states that vendors must "provide a six (6) month summary report; but not until the tenth month of the contract. Is this correct, or should the report include all procurement volumes for the first nine (9) months of the contract?
	A	<b>See # 28</b>
43.	Q	The "Shipping and Delivery" clause on page 5 states that "No extra payment shall be made for delivery of any kind". On occasion we may be required to perform a "non-standard" delivery (one which requires rigging, etc.). Do vendors reserve the right to not accept an order if the product(s) cannot be delivered via normal procedures?
	A	<b>No extra payment shall be made for delivery of any kind.</b>
44.	Q	The "Installation and Removal Charges" clause on page 5 states that all machines "shall be installed and removed free of charge". Does this apply to rental placements only or are vendors required to remove equipment that the State has purchased as well?
	A	<b>All machines shall be installed and removed free of charge.</b>
45.	Q	Regarding the "Published Specifications" clause on page 7, it doesn't appear that vendors are required to submit product brochures of BLI specification pages with their bid response; only

**OFFICE 07  
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		when providing a quote to an agency. Is this correct?
	A	<b>Yes</b>
46.	Q	Are vendors required to bid a device in every Band (both monochrome & color) in order to be awarded a contract?
	A	<b>No</b>
47.	Q	Regarding the "Specific Machine Requirements" clause on page 9, it doesn't appear that vendors are required to submit completed Cost Quote Forms with their bid response; only when providing a quote to an agency. Is this correct?
	A	<b>Correct</b>
48.	Q	If we do not have a device for an individual band today, but have one in the future, will we be allowed to add it to the contract with the State's approval?
	A	<b>Yes, the vendor will be able to submit a bid when requested by agency.</b>
49.	Q	Are vendors allowed to place more than one model in a band?
	A	<b>More than one model can be placed in a band, however the model(s) can not be utilized in more than one band.</b>
50.	Q	The second sentence of the "Network Connection" clause on page 9 states that "The cost...which will be used for evaluation." Are individual units (models) being evaluated for award?
	A	<b>No, the cost for all "Network Connection" items shall be included in the base cost of the machine quoted to the agency.</b>
51.	Q	The second sentence of the 2 <sup>nd</sup> paragraph of the "Firmware" clause on page 10 states "The Over-Write-Type firmware and replacement hard drives should be listed on the Cost Sheets." We market data overwrite kits as an optional accessory, and do not sell replacement hard drives. Are you stating that these data overwrite kits must be included in the price of the connected base unit?
	A.	<b>See # 33</b>
52.	Q	The second paragraph of the "Firmware" clause on page 10 outlines security measures for the removal/cleaning/disposal of copier hard drives. Is it an acceptable alternative for the vendor to remove the hard drive and leave it with the Agency for final disposition as the only option (instead of providing options A,B and C)?
	A.	<b>No changes to specification.</b>
53.	Q	The word "warranty" is used in several areas of the bid document, but I cannot find a requirement for a minimum warranty period. Are purchased units required to include a minimum warranty period? If so, what is the minimum length of the required warranty?
	A	<b>The manufacture's warranty shall not commence until the unit is installed and operational to the Agency's satisfaction.</b>

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54.	Q	The last sentence of the "Warranty" clause on page 12 states "(Warranty does not include provisions of supplies other than those provided per 1.12)". What does this refer to? I cannot locate a section 1.12 anywhere in the solicitation.
	A	<b>See # 31</b>
55.	Q	Are the five (5) items identified in the "Bid Submission Requirements" section on page 14 the only documents that must be submitted with our response (no brochures, BLI specification sheets, pricing forms, etc.)?
	A	<b>Yes</b>
56.	Q	Band 3 Color Copier specifications call for a minimum 1,500 sheets of paper from two (2) paper sources, while Band 4 Color Copier only requires 1,000 sheets from three (3) paper sources. Can this be an oversight? Ordinarily, the lower the band, the fewer sheets of paper and paper sources required. If vendors are required to add increased paper capacity to the Band 3 unit it will increase the cost to the State (as we'll have to add a supplemental hardware option)! Would you consider changing the Band 3 Color Copier requirements to the same 1,000 sheets and three (3) paper sources as in Band 4?
	A	<b>Band 3 Color Copier minimum requirement 1,000 sheets of paper from two (2) paper sources.</b>

**Canon/Superior  
Accessory Option Listing**

**ImageRUNNER 1023N/1023IF**

<b>Item</b>	<b>Product Number</b>	<b>All Optional - Retail</b>
Cassette Feeding Module-N1	0859B002AA	\$340
Cabinet-V1	5709A007AA	\$125

**imageRUNNER 2030i/2025i/2022/2022i**

Cassette Feeding Unit-P1	2129B001AA	\$500
Cassette Feeding Unit-Q1	2130B001AA	\$850
Cabinet-R1 (Large)	5709A003BA	\$137
Cabinet-Y1 (Small)	5709A012AA	\$137
Inner 2 Way Tray-E2	0417B002AA	\$270
Finisher-U2 (Requires Q1 Kit)	0416B004AA	\$1,200
Power Supply Kit-Q1	0423B001BA	\$60
Additional Finisher Tray-C1	0416B002AA	\$220
FL Cassette-AF1	2131B001AA	\$113
Duplex Unit- B1	2128B001AA	\$400
Document Tray-J1	8065A001AD	\$55

**imageRUNNER 3245/3235/3230/3225**

Cassette Feeding Unit-Y3	8695A005AA	\$1,450
Cabinet-P1	9669A003AA	\$243
Paper Deck-Q1	8694A002AA	\$2,100
Inner 2 Way Tray-D1	9562A001AA	\$100
Finisher-S1	9563A001AA	\$1,230
Finisher-AE1	1631B002AA	\$2,700
Saddle Finisher-AE2	1632B002AA	\$4,000
Additional Finisher Tray-B1 (S1)	9565A001AA	\$200
Puncher Unit-R1 (S1 Finisher)	9566A002AA	\$670
Puncher Unit-M1 (AE1 and AE2)	8690A002BC	\$850
Envelope Feeder Attachment-C2	8697A002AA	\$160

*Connectivity Options*

PCL Printer Kit-AA1	2722B002AA	\$900
PS Printer Kit-AA1	2723B002AA	\$600
Direct Print Kit-F1	1542B004AA	\$400
USB Memory Connectivity Kit-A1	2729B001AA	\$420
Web Access Software-G1	2738B002AA	\$1,000
Barcode Printing Kit-A1	9941A001AA	\$800
Color Universal Send Kit-P1 Full Package	2739B005AA	\$1,700
Color Universal Send Kit-P1	2739B002AA	\$800
Universal Send Advanced Feature Set-B:	1323B006AA	\$1,100
Universal Send Security Feature Set-B1	1324B006AA	\$900
Super G3 Fax Board-AC1	2717B002AA	\$950

**Canon/Superior  
Accessory Option Listing**

Super G3 2nd Line Fax Board-AC1	2718B002AA	\$420
Wireless LAN Board-A1	2727B001AA	\$650
Secure Watermark-A1	1082B002AA	\$1,000
Workflow Composer-B3	2275B007AB	\$900
Remote Operator's Software Kit-A3	0115B009AA	\$300
Voice Operation Kit-B1 <4>	2734B002AA	\$1,800
Voice Guidance Kit-D1	2733B002AA	\$800

**imageRUNNER 5075/5065 /5050**

Paper Deck-AD1	1378B002AA	\$2,400
Paper Deck-AE1 (LDR)	1380B002AA	\$3,000
Finisher-AD1	1382B001AA	\$3,000
Saddle Finisher-AD2	1383B001AA	\$5,300
Document Insertion Unit-E1	1373B001AA	\$2,200
Document Insertion/Folding Unit-F1	1372B002AA	\$8,000
Puncher Unit-AT1	1384B002AA	\$850
Encrypted Secure Print Software-C1	1337B002AB	\$450
Barcode Printing Kit-A1	9941A001AA	\$800
Web Access Software-F1	1363B002AA	\$1,000
Universal Send Kit-F1	1334B002AA	\$1,300
Universal Send Searchable PDF Kit-A1	0005B002AA	\$900

*Connectivity Options*

Universal Send PDF Security Feature Sel	1324B002AA	\$900
Wireless Network Interface Adapter NB-	9599A002AA	\$650
Super G3 FAX Board-Z3	1392B011AA	\$1,000
Secure Watermark-A1	1082B002AA	\$1,000
Remote Operator's Software Kit-A2	0115B006AA	\$300
Voice Guidance Kit-B1	9598A006AA	\$800
UFR II/PCL/PS Printer Kit-R2	1359B005AA	\$2,600

**Color imageRUNNER C3480/C3080/C2550**

Cassette Feeding Unit-Y3	8695A005AA	\$1,450
Cabinet-P1	9669A003AA	\$243
Paper Deck-Z1	1421B002AA	\$2,100
Inner 2way tray-D1	9562A001AA	\$100
Finisher-Z1	1430B002AA	\$1,200
Finisher-Y1 Set	1428B002AA	\$2,700
Saddle Finisher-Y2 Set	1429B002AA	\$4,000
Puncher Unit-M1 (Y1 or Y2)	8690A002BB	\$850
Envelope Feeder Attachment-C2	8697A002AA	\$160
Braille Label Kit-E1	7518A003AA	\$35
ADF Access Handle-A1	1095B001AA	\$139
PCL Printer Kit-Q3	1461B003AA	\$800

**Canon/Superior  
Accessory Option Listing**

PS Printer Kit-Q3	1462B005AA	\$800
Print Expansion Board-A1 (2550)	2612B001AA	\$400
Encrypted Secure Print Software-C1	1337B002AB	\$450
Barcode Printing Kit-A1	9941A001AA	\$800
Web Access Software-E1	1329B002AA	\$1,000
Universal Send PDF Advanced Feature S	1323B002AA	\$1,100
Universal Send PDF Security Feature	1324B002AA	\$900
Digital User Signature PDF kit	1326B002AA	\$1,000
Super G3 FAX Board-W2	1431B010AA	\$800
Super G3 Multi-Line FAX Board-	1432B009AB	\$1,275

*Connectivity Options*

Wireless Network Interface Adapter	9599A004AA	\$650
Workflow Composer-B3	2275B007AB	\$900
Secure Watermark -A1	1082B002AA	\$1,000
Remote Operator Software Kit-A2	0115B006AA	\$300
Voice Guidance Kit-B1<13>	9598A006AA	\$800
Voice Operation Kit-A1	1455B002AA	\$1,800

**Color imageRUNNER C4080**

Cassette Feeding Unit-Z2	1874B002AA	\$1,590
Plain Pedestal-E2	1875B004AA	\$685
Paper Deck-Y1	1110B002AA	\$2,050
Finisher-X1	1113B001AA	\$1,465
Finisher-W1	1111B001AA	\$3,000
Saddle Finisher-W2	1112B001AA	\$5,300
Puncher Unit-AH1 (W1 or W2)	1114B002AA	\$850
ADF Access Handle-A1	1095B001AA	\$139
Braille Label Kit-E1	7518A003AA	\$35
UFRII/PCL Printer Kit-N2	1344B002AA	\$2,000
PS Printer Kit-N2	1346B002AA	\$800
Encrypted Secured Print Software-C1	1337B002AB	\$450
Secure Watermark-A1	1082B002AA	\$1,000
Barcode Printing Kit-A1	9941A001AA	\$800
Web Access Software-E1 <	1329B002AB	\$1,000
Universal Send PDF Advanced Feature S	1323B002AA	\$1,100
Universal Send PDF Security Feature Sel	1324B002AA	\$900
Digital User Signature PDF Kit-A1	1326B002AA	\$1,000
Super G3 FAX Board-V3	1425B017AA	\$800
Super G3 Multi-line FAX Board-H2	1426B008AA	\$1,275
Wireless Network Interface Adapter NB-	9599A004AA	\$650
Remote Operator's Software Kit	0115B006AA	\$300
Voice Guidance Kit-A2	9598A004AA	\$800
Voice Operation Kit-A1	1455B002AA	\$1,800

## Canon/Superior Accessory Option Listing

### *Connectivity Options*

imagePASS-H1 V2.0	0877B013AA	\$4,950
Hot Folders v2.0	0123B002AB	\$980
Paper Catalog Kit	3023B001AA	\$1,500
ColorPASS-GX200	1139B021AA	\$16,950
Graphic Arts Feature Set v2.1	7752A017AA	\$4,050
Graphic Arts Feature Set Premium v2.1	7752A019AA	\$6,200

### **Color imageRUNNER 5058/5068**

Side Paper Deck-U1	8603A002AA	\$2,400
Finisher-AC1	1609B001AA	\$3,000
Saddle Finisher-AC	1610B001AA	\$5,300
Puncher Unit-AT1	1384B002AA	\$850
Super G3 Fax Board-U2	0857B007AA	\$900
UFR II/PCL Printer Kit-Z1	2333B002AA	\$2,000
PS Printer Kit-Z1	2332B004AA	\$1,000
Web Access Software-F1	1363B002AA	\$1,000
Secure Watermark-A1	1082B002AA	\$1,000
Universal Send Searchable PDF Kit-A1	0005B002AA	\$900
Universal Send PDF Security Feature Set	1324B002AA	\$900

### **POWER Protection**

ESP QC Power Protection Filters	Band 4-7	\$110
ESP Majac Power Protection Filter	Band 1-3	\$95



**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: Superior Office Service

Signed: *Tim Davis*

Title: VP/Sales

Date: 11-14-08

5 Year Certification Proof



**CANON U.S.A., INC.**  
One Canon Plaza  
Lake Success, NY 11042-1198  
Tel.: (516) 328-5000  
Fax: (516) 328-5009  
www.usa.canon.com

July 15, 2008

Mr. Tomas Miller  
SUPERIOR OFFICE SERVICES, INC.  
108 West Eighth Avenue  
Huntington, WV 25701

Dear Mr. Miller,

As an Independent Dealer, you have been extremely important to Canon since we introduced our first copier in the U.S. market. In fact, we built our reputation and grew market share only through Independent Dealers until the mid 1990's.

X We wanted to take the time to formally recognize our partners of 30 years. Please accept this plaque as our way of saying thank you for your loyalty and support.

It is our sincere hope that you will enjoy many more years of success as a Canon dealer and that we can continue to grow and prosper as partners.

Thank you for your business!

Sincerely,

Nancy P. Langdale  
Senior Director  
Field Sales  
Imaging Systems Group

Certification of Authorization of Products



CANON U.S.A., INC.  
One Canon Plaza  
Lake Success, NY 11042-1198  
Tel.: (516) 328-5000  
Fax: (516) 328-5009  
www.usa.canon.com

October 23, 2008

Thomas Miller, Vice President & Treasurer  
SUPERIOR OFFICE SERVICES, INC.  
108 West Eighth Avenue  
Huntington, WV 25701

Dear Mr. Miller:

Enclosed is a revised Schedule A to the Office Imaging Retail Dealer Agreement reflecting the addition of the following model(s) for which you have been authorized:

IPF6200

Please file this Schedule with your copy of the Office Imaging Retail Dealer Agreement returned to you at an earlier date.

Sincerely yours,

CANON U.S.A., INC.

A handwritten signature in cursive script, appearing to read "C. Cusack".

Carol Cusack  
Senior Manager  
Account Management  
Imaging Systems Group

CC:df  
Enc.



Cust Code:SBG7  
 Dist Code:BD173  
 Print Date:10/22/2008

**SCHEDULE A  
 OFFICE IMAGING RETAIL DEALER AGREEMENT**

**Principal Location:**

UPERIOR OFFICE SERVICES INC  
 08 WEST EIGHTH AVENUE  
 MOUNTINGTON, WV 25701

**Product Models:**

2058	CIR C1022	CIR C1022I
IR C2550	CIR C2880	CIR C3080
IR C3080I	CIR C3380	CIR C3480
IR C3480I	CIR C4080	CIR C4080I
IR C4580	CIR C4580I	CIR C5185
IR C5185I	CLC5000	CR-180
IR25	CR55	DR-3010C
IR-X10C	DR1210C	DR2010C
IR2050C	DR2050SP	DR2080C
IR2510C	DR2580C	DR3080CII
IR4010	DR5010C	DR6080
IR7580	DR9080C	IPF500
IPF5100	IPF600	IPF6000S
IPF605	IPF610	IPF6100
IPF6200	IPF700	IPF710
IPF720	IPF8000	IPF8000S
IPF8100	IPF9000	IPF9000S
IPF9100	IPRESS-C1	IR C5058
IR C5068	IR1023	IR1023IF
IR1023N	IR2016I	IR2018
IR2018I	IR2020	IR2020I
IR2022	IR2022I	IR2025I
IR2030I	IR2870	IR3025
IR3025 PM	IR3030	IR3035
IR3045	IR3225	IR3230
IR3235	IR3235I	IR3245
IR3245I	IR3300E	IR3300EN
IR3530	IR3570	IR400V
IR5050	IR5055	IR5065
IR5075	IR5570	IR600V
IR7086	IR7095	IR7105
IRC3170I	IRC3170U	IRC6870U
BP3460	LBP5360	LBP5960
BP5970	LBP5975	LC2050P
C310	LC510	LC710
C810	LC830I	NP7850
F220	SF220P	

**Accessary Software:**

CCT MGR	DM PERSONAL	ECOPI
IMAGEWARE	IO	IW PPM V1 1L
M V3 1 USER	PUB.MANAGE03	RIBSTONE



**CANON U.S.A., INC.**  
100 Jamesburg Road  
P.O. Box 1000  
Jamesburg, N.J. 08831  
Tel.: (732) 521-7000  
Fax: (732) 521-7003  
www.usa.canon.com

November 10, 2008

Superior Office Services Inc  
108 West Eight Avenue  
Huntington, WV 25701

To Whom It May Concern:

Superior Office Services located at 108 West Eight Avenue Huntington, WV 25701 is a non-exclusive authorized Canon NP/IR, Fax, and Graphics Dealer.

Under the terms of the Canon (OI) Office Imaging Retail Dealer Agreement, this Dealer is presently authorized to sell and service the Canon NP/IR, Fax, and Graphics products listed on its Schedule A to the aforementioned Agreement, and related Canon NP/IR, Fax, and Graphics supplies and parts. In addition, the Dealer is obligated to perform such service within a four-hour response time.

The agreement requires that the dealer enroll technicians in Canon service training programs to enable the Dealer to properly maintain each model of the products it is authorized to sell. The agreement also provides that the Dealer shall maintain an adequate inventory of parts and supplies to service all the Canon NP/IR, Fax, and Graphics machines sold by it. The contractual commitments by the Dealer have been established by Canon to afford the user of the Canon NP/IR, Fax, and Graphics products adequate service facilities to maintain these products at high standard.

In the unlikely event that Superior Office Services should not continue in business as an authorized Canon NP/IR, Fax, and Graphics Dealer, Canon U.S.A., Inc. will use its best efforts to make arrangements to find a suitable replacement service facility.

If there are further questions, please contact the Canon Regional Office.

Very truly yours,

Kathleen C. O'Brien  
Senior Manager, Regional Account Management  
Imaging Systems Group

**Superior Office Service Vendor Info  
Authorized Service Centers**

<b>Dealer</b>	<b>Address</b>	<b>City, State</b>	<b>Zip</b>	<b>Phone</b>	<b>Region</b>
<b>Superior Office Service</b>	108 Eighth Avenue West	Huntington, WV	25701	304.525.7250	Region 1,2,4
<b>Superior Office Service</b>	208 Leon Sullivan Way	Charleston, WV	25301	304.414.7250	Region 1,2,4



