

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

Request for SECONUMBER

DDRESS:CORRESPONDENCE FOR THEN HONOR KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE Info Print Solutions Co. LLC 6300 Diagonal Hwy. Boulder, Co. 80301

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM BILO 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

Atta: Fed Ruin - Maintenouse Sales Man.

TERMS OF SALE FREIGHT TERMS DATE PRINTED 06/11/2008 BID OPENING DATE: BID OPENING TIME 01:30PM 07/01/2008 CAT. TEM NUMBER UNIT PRICE AMOUNT QUANTITY YOU 983-34 0001 LS PRINTER MAINTENANCE REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PRINTER MAINTENANCE SERVICES PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELLOWV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/23/2008. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE RECEIVED ANSWERED BY ADDENDUM AFTER THE DEADLINE. ABOUT THE ACTUAL BID SUBMISSION PROCESS ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE 08 JUN 27 AM 10: 41 SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT. PURCHASING DIVISION State of WV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE a Agany Sa Ia ADDRESS CHANGES TO BE NOTED ABOVE

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

212-493-5838

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF A KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

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Department of Administration
Purchasing Division
2019 Washington Street East
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Charleston, WV 25305-0130

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION
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BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST

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CHARLESTON, WV 25305-0135 304-558-5914

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DEPARTMENT OF ADMINISTRATION CHARLESTON, WV

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I. SCOPE

The West Virginia Office of Technology (WVOT) requests quotations for maintenance of IBM InfoPrint 4000 printing systems and their auxiliary equipment. The WVOT, identified hereinafter as the customer, provides centralized printing support for various State agencies. The customer's printing equipment, identified on the attached cost sheet, was installed in 2001 and has been in continual operation since.

II. MAINTENANCE REQUIREMENTS

- 1. Maintenance service for all equipment identified on the attached cost sheet shall be provided by either the manufacturer of the equipment or a representative trained and authorized by the manufacturer. If other than manufacturer, vendor must provide written proof of authorization from manufacturer.
- 2. Each trained and authorized representative shall have a minimum of three (3) years experience in maintaining equipment similar to the items identified on the attached cost sheet.
- 3. Service coverage shall be available 24/7/365.
- 4. The vendor shall place a call-back to the customer site within 30 minutes after being notified of a problem, in order to provide an estimated time of arrival (ETA). The ETA at the customer's site shall be within two (2) hours of the initial call.
- 5. Corrective action shall be in progress within two (2) hours after the service personnel are on site. If the vendor cannot identify the problem within two (2) hours after arriving on site, the vendor shall escalate the problem.
- 6. The vendor shall provide a full description of its problem-escalation process, including a timetable.
- 7. The vendor shall perform preventative maintenance (PM) on the printing equipment at least once a month, at a time that will not interfere with the customer's critical print windows.
- 8. After each service call or occurrence of PM, the vendor shall provide a written report describing the nature of the work performed.
- 9. The vendor shall be authorized to install engineering changes (microcode) and modifications in a timely manner, at the customer's convenience. The vendor shall inform the customer about patches/fixes when they are made generally available.

10. The vendor shall provide and maintain a parts cabinet at the customer's site. The cabinet shall be stocked with frequently needed parts. The customer and the vendor will mutually determine the needed inventory. The customer's site is located at:

Building 6 Room B-110 1900 Kanawha Blvd., E. Charleston, WV 25305

- 11. The vendor shall maintain a local parts drop within 25 miles of the customer's site.

 The parts stored at this location shall be those deemed "critical" or having a tendency to be frequently replaced, as determined by the manufacturer.
- 12. Parts not stored locally shall be ordered and shipped as follows:

If there is a non-critical problem, with no outage, the parts shall be ordered and received within 24 hours of original problem-notification.

If there is a critical problem, with outage, the parts shall be ordered and shipped promptly, and shall arrive at the customer's site within 12 hours of problem diagnosis.

The customer will be the ultimate authority in deciding if a problem is critical.

- 13. The vendor's maintenance program shall cover all labor, parts, materials, shipping and handling, inclusive of all travel expense. The customer will furnish toner and developer. All other materials, including tools and consumables (other than toner and developer), that the vendor will require to maintain the equipment shall be the vendor's responsibility.
- 14. The vendor shall provide 24/7 hotline support.

III. TERMS AND CONDITIONS

- 1. The vendor shall assume full responsibility for the delivery, warranty and maintenance of all equipment and support services provided under this contract.
- 2. The vendor shall be responsible for supervising and directing the work under this contract. If subcontractors perform work under this contract, they shall be responsible to the vendor. The use of subcontractors will not relieve the vendor of sole responsibility for performance under this contract.

IV. COSTS

- 1. The vendor shall complete the attached cost sheet and include it with the bid response.
- 2. Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or any other expense.
- 3. Each "click", as in "click charge," cited as the last item on the cost sheet, represents 100 feet of paper produced by the InfoPrint 4000 printing systems. For bid evaluation purposes, the vendor's click charge will be multiplied by 20,000 in order to calculate a monthly charge for printing an estimated quantity of 2,000,000 feet of paper, times 12 months to arrive at an annual cost.
- 4. The grand total cost will include the monthly cost to maintain each item of hardware, times 12 months to arrive at an annual cost, plus the prorated click charge (see Section IV, item 3, immediately above).

130111127			Grand total	***************************************		
7-1-1222			2 7 7 6 1	***************************************		
63.590.40	X 12 =	5299,20	20,000 5 29	26496	Print rate(Click Charge) per 100 feet of paper	Print rate(Click Charge
Annual Cost	Multiplier	Monthly Cost	Monthly Qty.	Click rate		
		1371		THE REAL PROPERTY AND PROPERTY	The state of the s	
16.64.25		7242 //	Sub Total			
0	X 12 =	0	00011982	500777	Stacker	Roll Systems
5 504,00	X 12=	91.11015	00018143	503410	Trimmer	Roll Systems
12653.60	× 12 =	1053.80	00018459	503176	Cutter	Roll Systems
1432,00	X 12=	110,37	00018616	503866	Web Handler	Roll Systems
	× 12=	62.33	00018696	501254	Autoloader	Roll Systems
748.00	X 12 =	62,33	00018657	501254	Autoloader	Roll Systems
11088,00	× 12 =	924.00	00018225	800162	Folder/Job Separator	Roll Systems
11 088.00	×12=	924.00	00018224	800162	Folder/Job Separator	Roll Systems
1 436.20	X 12 =	369.60	00009108	800152	Unwinder	Roll Systems
4277.60	X 12 =	356.47	00009506	800152	Unwinder	Roll Systems
18.361.73	X 12 =	159015	00014282	ID2	INFOPRINT 4000 Laser Printer	IBM
13.514.61	× 12=	1451.48	00013282	<u>ס</u>	INFOPRINT 4000 Laser Printer	BM
Annual Cost	Multiplier	Monthly Cost	Serial No.	Model	Description	Manufacturer Name
		The state of the s			Center Printing Equipment	Data Center
The transfer of the state of th		AND THE REAL PROPERTY OF THE P			COST SHEET	
			The second secon			

RFQ No. <u>ISCHB234</u>

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	Into Print	Solutions	Co.		
+ ++++	1 /	711-2	***		
Authorized Signature:	Lik	Wander	Date:	6/28/68	
Purchasing Affidavit (Revise	ed 06/15/07)	•			



InfoPrint Solutions Company

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which InfoPrint Solutions Company (also 'IPS') will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the InfoPrint Solutions Company Customer Agreement (or any equivalent agreement in effect between us) identified below.

Customer Billing Address:

Name and Address of Customer:

STATE OF WEST VIRGINIA 1900 KANAWHA BLVD BLDG 6 CHARLESTON WV 25305-0001 Agreement Number: YR70186 Agrees Services Attachment Number: MAG1J83		STATE OF WEST VIRGINIA IS&C FINANCE DIV PO BOX 50121 2019 WASHINGTON ST E CHARLESTON WV 25305-0100 Schedule Number: Revised Schedule:	AG6QDL	n Contract Period:
achment Number: Number: on Number:		Schedule Number: Revised Schedule: Schedule Effective Date: Proposal Reference Date:	AG6QDL No 06/23/2008 06/23/2008	Transaction Contract Period: Start Date: 07/01/2008 End Date: 06/30/2009 Renewal Contract Period: 1 Year(s)
Charge Period Charges / Payment Plan (Inclusive of MES): WSU One Time Charges: 0.00 SWMA ALF One Time Charges:	0.00 0.00	,Maintenance Charges: Service Charges:	88,123.94 Sta 0.00 En	Charge Period: 07/01/2008 Start Date: 06/30/2009
MINIS FOR CISCO THE ORDER TIME CHARGES: MMS for CISCO SW One Time Charges: MMS for Norfel One Time Charges: One Time Charges:		TOTAL CHARGE PERIOD CHARGES: Monthly	88,123.94 ¹ Ac	¹ Accumulated Adjustment Invoicing option: N
	;	Automatic Inventory Increase Option Applies: Machine Maintenance Services Option #1: Software Services Option #2:	z ~	Price Protection Option: Opt#1 Annual Price Protection Pricing Method: Line Item
Charges are based on the current inventory inventory or services. Any applicable taxes an For a Machine subject to usage charges, in adrates and billing cycles.	and ser e not in dition to	*Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice. For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.	s may vary with any additio added to your invoice. s separately billed for usage	ons, deletions, or changes to the in accordance with applicable usage
The Partie	s nee	The Parties need not to sign this Schedule, unless either of us	either of us requests it	S it.
Agreed to:		A	Agreed to:	
STATE OF WEST VIRGINIA		=	InfoPrint Solutions Company, LLC	pany, LLC
By:Authorized signature			By:	Authorized signature
Pate:			Date:	



InfoPrint Solutions Company

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

09894945	00886102	Cisome
STATE OF WEST VIRGINIA	STATE OF WEST VIRGINIA	Eustone: Name
1900 KANAWHA BLVD, BLDG 6, CHARLESTON WV 25305-0001	1900 KANAWHA BLVD, BEHAVIORAL HEALTH SERVIC, CHARLESTON WV 25305-0009	Gustomer Location
86,691.94	1,432.00	hai ges (

86,691.94 **88,123.94**

Note: One Time Charges are not included in the Total

09894945 **Total**



InfoPrint Solutions Company

Maintenance Machine List

-----Eligible Machine Description-----

1 88 2
1 180 2
1 BB 2
<u></u>
 B 2
WV 25305-0001 1 B 2
WV 25305-0009 1 B 2
Giv. Syc. Maint

See Legend for Details



InfoPrint Solutions Company

Legends

Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

TYPE OF SERVICE

- 0.5 On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective This type of repair service includes a response objective and is not a guarantee.
- O On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective. This type of repair service includes a response objective and is not a guarantee.
- × EasyServe (remotely delivered services)

MAINTENANCE SERVICES

- Maintenance of InfoPrint Solutions Company Machines
- Maintenance of non-InfoPrint Solutions Company Machines
- Warranty Service Upgrade
- Maintenance of Cisco Products

- Maintenance of InfoPrint Solutions Company Machines Enhanced Service Response
 Service for Machines Withdrawn from InfoPrint Solutions Company Maintenance
 Non-InfoPrint Solutions Company Service for Machines Withdrawn from InfoPrint Solutions Company Maintenance
 Maintenance of InfoPrint Solutions Company Machines (Labor Only)
 Non-InfoPrint Solutions Company Memory Exchange
- Enhanced Parts Inventory
- Spare Machine Key Operator Support

- Maintenance of non-InfoPrint Solutions Company Machines during the Manufacturer's Warranty Period InfoPrint Solutions Company Maintenance Services First Line Maintenance for Wincor Nixdorf ATMs InfoPrint Solutions Company Maintenance Services Applications Maintenance Services for Wincor Nixdorf ATMs Post Installation Coverage (PIC) Service Upgrade, for selected Non-InfoPrint Solutions Company Machines

- Charges shown are for the Charge Period
 (C) indicates a Machine that will have U
 n (E) indicates a Machine that has been n
 1 (F) indicates an A-
- ~\$~~\$~\$\$ indicates a Machine that will have Usage Charges billed separately indicates a Machine that has been announced as withdrawn from generally available Maintenance Service indicates a Machine that has been announced as withdrawn from generally available Maintenance Service and configuration provided by the customer indicates an Assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer indicates a Machine on an existing ServiceEllet/ServiceElect CHIS contract with duplicate Maintenance Services Coverage indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
 - Î

 - indicates that the product is a non-GSA Schedule item indicates a One Time Charge
 - ZQQZZ
 - indicates averaged billing or annual prepayment indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan indicates Usage Charges which are measured in either Feet, Hours, or Impressions

 - indicates a Machine under Warranty
- indicates On-order Products which are shown for planning purposes only. These charges are included in the related machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates