

# State of West Virginia Department of Administration Purchasing Division

# NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

D



DATE PRINTED

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

#### Solicitation

NUMBER

PAGE

DIGCOP12

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE RICOH AMERICAS CORPORATIO 5 Dedrick Place Box 22 West Caldwell, NJ 07006

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

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	AND POLITICA	AL SUBDIVIS	SEONS.		
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	AT 2:30 PM	THE PURC	CHASING DIVISION VASHINGTON STREET	CONFERENCE	
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- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids.
  Please read these instructions and all documents attached in their entirety. These instructions provide
  critical information about requirements that if overlooked could lead to disqualification of a Vendor's
  bid. All bids must be submitted in accordance with the provisions contained in these instructions and
  the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of
  the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will
  result in bid disqualification.
- 3. PREBID MEETING: The item identified below shall apply to this Solicitation.
  - [ ] A pre-bid meeting will not be held prior to bid opening.
  - [ ] A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
  - [X] A MANDATORY PRE-BID meeting will be held at the following place and time:

June 19, 2012 at 2:30 pm.

Purchasing Division 2019 Washington Street, East Charleston, WV 25305

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline:

June 26, 2012

5:00 pm

Submit Questions to:

Tara Lyle

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305 Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER:

TL/32 DIGCOP12

SOLICITATION NO.: BID OPENING DATE:

7/10/2012

BID OPENING TIME:

1:30 pm

FAX NUMBER:

304-558-3970

Division at technical or	ress shown above. A	ddit ddit eac	request for proposal, the Vendor shall submit one original security convenience copies of each to the Purchasing tionally, the Vendor should identify the bid type as either a h bid envelope submitted in response to a request for security convenience.	4
	BID TYPE:	[	] Technical	

7. BID OPEN Bids submitted in response to this Solicitation will be opened at the location identified be the date and time listed below. Delivery of a bid after the bid opening date and time will result insqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped official Purchasing Division time clock.

Cost

Bid & Date and Time:

July 10, 2012 at 1:30 pm

Bid OLocation:

Department of Administration, Purchasing Division

2019 Washington Street East

P.O. Box 50130,

Charleston, WV 25305-0130

- 8. ADDENDUNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official writendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda isth this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is incluewith. Failure to acknowledge addenda may result in bid disqualification. The addendum ackgement should be submitted with the bid to expedite document processing.
- 9. BID FORMA: Vendor should type or electronically enter the information onto its bid to prevent errors aluation. Failure to type or electronically enter the information may result in bid disqualif

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- 3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
  - [X] Term for Open End, Service, and Similar Contracts

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- [ ] One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- 4. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - [X] Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - [ ] Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

5.	with	hin , w	NG: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its ithout an express authorization from the State in the Solicitation to do so, may result in bid iffication.
6.	pur if the inc wo not dar	cha hose lude rk. com	RGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to se goods or services in the open market that Vendor would otherwise provide under this Contract e goods or services are for immediate or expedited delivery in an emergency. Emergencies shall e, but are not limited to, delays in transportation or an unanticipated increase in the volume of An emergency purchase in the open market, approved by the Purchasing Division Director, shall estitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or es. This provision does not excuse the State from fulfilling its obligations under a One Time ase contract.
7.	RE Di	EQU visi	JIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing on by the Vendor as specified below.
	Į	]	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
	[	]	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of [_n/a_]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
	I	]	LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.
			In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

Combined Service and Goods: The scope of the service and deliverable goods to be provided

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order

approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

will be more clearly defined in the specifications included herewith.

- [ ] MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- [X] WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- [X] INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:
  - [X] Commercial General Liability Insurance: minimum of \$500,000.00.

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

[ ] LICENSE(S) / CERTIFICATIONS: In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 8. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 9. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 10. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$ n/a. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 14. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 15. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 16. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 17. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 18. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 19. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 20. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 21. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitation publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 22. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 23. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 24. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 25. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 26. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 27. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 28. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of 21-5A-1 and Labor under West Virginia Code 88 et seq. http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 29. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 30. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 31. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 32. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 33. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 34. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 35. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 36. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 37. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> and 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.
- 38. CONFIDENTIALTIY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such persoanly 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 he disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

39. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicabality of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 40. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 41. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 42. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this

Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 43. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.
- 44. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to

award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included 4 herewith.

- 47. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 48. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 49. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

#### DIGCOP12 SPECIFICATIONS

Request for Quotation – DIGCOP12 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.

It is the intention of the Purchasing Division to issue one (1) contract for monochrome and color copiers for the entire State. The vendor with the lowest grand total meeting all of the specifications with the most complete bid will be awarded the contract. Agencies requiring copier purchase/rental services shall contact the vendor awarded the contract. There is also a sheet attached labeled "DIGCOP12 — Copier Accessory Option Listing." Vendors should provide pricing for each item listed on the sheet. The prices for the accessory option listing shall remain firm for the life of the purchase order release. 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 manufacturer; 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.

#### 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: DIGCOP12 Buyer, 2019 Washington Street, East Charleston, WV 25305.

# 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 prior to award of the contract: 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 prior to the bid award 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 prior to the bid award, it must 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  $\frac{1}{2}$ " x 11" and 8  $\frac{1}{2}$ " 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 Vendor must conform to the regulations in place by the Office of Technology.

#### 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. 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 must 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 include but not be limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing division shall determine the corrective action necessary in the event that an impasse cannot be resolved to the agency's satisfaction.

#### 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.

#### 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. Agency may place an order either for purchase or lease of the machine for desired band and related accessories to the vendor awarded the contract.

#### 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 that 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 Manufacturer Accessory Option Listing By Band Vendor Information Form

# CERTIFICATION AND SIGNATURE PAGE DIGCOP12

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Ricoh Americas Corporation
(Company) / w
Vince Roma, Vice President of strategic Account Management and Support (Representative Name, Title)
973-882-2000   973-88 2-2219 (Contact Phone/Fax Number)
7/18/2012 (Date)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

Adda	d.,	A	Jumbang Dagahrada			
	1000		<del>lumbers Received:</del> x next to each addendum rece	ivec	l)	
	[ ~	7	Addendum No. 1	]	]	Addendum No. 6
	[	]	Addendum No. 2	]	]	Addendum No. 7
	[	]	Addendum No. 3	]	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	[	J	Addendum No. 5	[	]	Addendum No. 10
furthe discus	r un ssior	ders n hel	tand that that any verbal repre d between Vendor's represent	sent ativ	atio	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.  I Company  Company
				· -	/	Authorized Signature
				-		16 N

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQNO. DIGCOPIA

#### 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 countles 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 malter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement,

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

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: Ricoly Americas Corpora	tion
Authorized Signature:	Date: 7-18-2012
State of New Jersey	
County of ESSEX, to-wit:	
Taken, subscribed, and sworn to before me this \( \frac{1}{2} \) day of \( \frac{1}{2} \)	, 20, 2.
My Commission expires 12/7/13	<u></u>
AFFIX SEAL HERE NOTARY	PUBLIC Dam And

NOTARY PUBLIC NEW JERSEY MY COMMISSION EXPIRES 12-7-2013



DATE PRINTED

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

#### Solicitation

NUMBER

PAGE

DIGCOP12 ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006

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

06/18/2012 BID OPENING DATE: 01; 30PM BID OPENING TIME 07/10/2012 AMOUNT CAT. UNIT PRICE ITEM NUMBER QUANTITY UOP . LINE ADDENDUM NO. 1 BEE ATTACHED PAGES. END OF ADDENDUM NO. 1 985-64 SL 0001 DIGITAL COPIERS DIGCOP12 \*\*\*\*\* TOTAL: THIS IS THE END OF RFQ TELEPHONE 973-882-2000 7-18-2012 SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE

ACCOUNT MENEGENERS and Support 22-2783521 WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# SOLICITATION NUMBER: DIGCOP12 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

Applica	OIC Z	Midential Catogory
]	]	Modify bid opening date and time
[	]	Modify specifications of product or service being sought
1	]	Attachment of vendor questions and responses
1	]	Attachment of pre-bid sign-in sheet
I	]	Correction of error
[	X ]	Other
Descrint	ion	of Modification to Solicitation: To add pricing pages to the speci-

fications.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

Applicable Addendum Category

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

See attached pricing pages.

Mandatory pre-bid remains Tuesday, June 19, 2012 at 2:30 pm in the Purchasing Division Conference Room located at 2019 Washington Street, East Charleston, WV 25305.

DIGCOP12 - Pricing Pages

Item No.		Description	Brand Name	Model No.	Est. Quantity (EA)	Maintenance Charge	Unit Price	Extended Price
	Purchase							
1	Price	2004						
		Monochrome						
		Band 1			85			0.00
		Per copy overage c	harge for copies in excess of		5,000			0.00
		Band 2			80			0.00
		Per copy overage c	harge for copies in excess of		5,000			0.00
		Band 3			50	-		0.00
		Per copy overage c	harge for copies in excess of		5,000		41	0.00
		Band 4			30			0.00
		Per copy overage c	harge for copies in excess of		5,000	n ud na na		0.00
		Band 5			20			0.00
		Per copy overage c	harge for copies in excess of		5,000			0.00
		Band 6			5			0.00
		Per copy overage c	harge for copies in excess of		5,000			0.00
		Band 7			10			0.00
		Per copy overage of	harge for copies in excess of		5,000			0.00
							Total A	0.00
		Color						
		Band 1			5			0.00
		Color Copy Charge			2,000		+(	0.00
		Monochrone Copy	Charge		4,000	132		0.00
		Band 2			25			0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy	Charge		4,000	+		0.00
		Band 3		and the same of th	20			0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy			4,000			0.00
		Band 4			20		2.11.5	0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy	<del>`</del>		4,000			0.00
						X	Total B	0.00
							Total C (Total A + Total B)	0.0

0000004

					Est. Quantity	Maintenance		
em lo.		Description	Brand Name	Model No.	(EA)	Charge	Unit Price	Extended Price
2 24-m		Monochrome			1			0.0
	1	Band 1	f and a success of		5,000			0.0
			arge for copies in excess of		5			0.0
		Band 2	area for applies in excess of		5,000		7.40	0.0
			arge for copies in excess of		5			0.0
		Band 3	for society in expose of		5,000			0.0
			narge for copies in excess of		5			0.0
		Band 4			5,000			0.0
			narge for copies in excess of		5,500			0.
		Band 5			5,000			0.
		Per copy overage c	harge for copies in excess of	ar and the second second	5,000			0.
		Band 6			5,000	1		0.
		Per copy overage c	harge for copies in excess of		5,000			0.
		Band 7						0.
		Per copy overage c	harge for copies in excess of		5,000		Total D	.0.
		Color			THE THEORY	****		0
		Band 1			5			0
		Color Copy Charge			2,000			0
		Monochrone Copy			4,000			0
		Band 2			5			0
		Color Copy Charge			2,000			
		Monochrone Copy			4,000			0
	4	Band 3			5			0
		Color Copy Charge			2,000	Access of the second		C
		Monochrone Copy			4,000			0
		Band 4			5			C
		Color Copy Charge		E In Other Co.	2,000			
		Monochrone Copy			4,000			C
		ivionochrone copy	Charge		Wift Services		Total E	Table Village
							Total F (Total D + Total E)	0

Item					Est. Quantity	Maintenance		
No.		Description	Brand Name	Model No.	(EA)	Charge	Unit Price	Extended Price
3	36-month	Monochrome						
		Band 1			30		100 to 100	0.00
		Per copy overage charge for copies in excess of			5,000			0.00
		Band 2			5			0.00
		The second secon	charge for copies in excess of		5,000			0.00
		Band 3			250			0.00
		Per copy overage charge for copies in excess of			5,000			0.00
		Band 4			105			0.00
		Per copy overage of	charge for copies in excess of		5,000			0.00
		Band 5			95			0.00
		Per copy overage of	charge for copies in excess of	Xc - 141	5,000			0.00
		Band 6			70			0.00
		Per copy overage of	charge for copies in excess of		5,000			0.00
		Band 7	20		35			0.00
		Per copy overage of	charge for copies in excess of		5,000			0.00
							Total G	0.00
		Color			ALCH PARTY OF			
		Band 1			5			0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy	Charge		4,000			0.00
		Band 2			10			0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy	Charge		4,000			0.00
		Band 3			215			0.00
		Color Copy Charge			2,000			0.00
		Monochrone Copy			4,000			0.00
		Band 4			140			0.00
		Color Copy Charge			2,000	The same of their		0.00
		Monochrone Copy			4,000			0.00
		,			,,,,,,		Total H	0.00
							Total F (Total D + Total E)	0.00

item		Description	Brand Name	Model No.	Est. Quantity (EA)	Maintenance Charge	Unit Price	Extended Price
No.		•						
4	48-month	Monochrome Band 1			30			0.00
			harge for copies in excess of		5,000			0.00
			Inarge for copies in excess of		40		Call and Stand	0.00
		Band 2	barge for copies in excess of		5,000			0.00
			harge for copies in excess of		110			0.00
		Band 3	Large for earlies in excess of		5,000			0.00
			charge for copies in excess of		50			0.00
		Band 4	f visa in success of		5,000			0.00
			charge for copies in excess of		45			0.00
		Band 5			5,000			0.00
			charge for copies in excess of		40			0.00
		Band 6		*	5,000	N 1		0.00
		Per copy overage	charge for copies in excess of		30			0.00
		Band 7						0.00
		Per copy overage	charge for copies in excess of		5,000		Total J	0.00
		Color						0.00
		Band 1			5		-	0.00
		Color Copy Charg	е		2,000			0.00
		Monochrone Cop			4,000			0.00
		Band 2			5			0.00
		Color Copy Charg	e		2,000	d.		0.00
		Monochrone Cop			4,000			0.00
ľ		Band 3	, energe		20			0.00
		Color Copy Charg	10		2,000			
		Monochrone Cop			4,000			0.0
		Band 4	l l		50			0.0
		Color Copy Charg	18		2,000			0.0
		Monochrone Cop			4,000	0	->j-	0.0
		Monochrone Col	y charge			ii d	Total K	0.0
							Total L (Total J + Total K)	0.0

Item No.	Description	Brand Name	Model No.	Est. Quantity (EA)	Maintenance Charge	Unit Price	Extended Price
5	Options for Purchas	se - see next page		Insert total f	rom next page	Total M	0.00
6	Options for 24-month - see next page			Insert total from next page		Total N	0.00
7	Options for 36-mor	nth - see next page		Insert total f	rom next page	Total O	0.00
8	Options for 48-mor	nth - see next page		insert total f	rom next page	Total P	0.00

<sup>\*\*</sup> Quantities listed on this bid form are approximations only and for the purpose of evaluation. The actual quantity ordered may be more or less.

Warranty prices to	be	included	in	the	pricing.
--------------------	----	----------	----	-----	----------

Grand Total:	0.00
--------------	------

# DIGCOP12 - COPIER ACCESSORY OPTION LISTING

Purchase Option - For all !	bands - monochrome and color	
VENDOR:		
MANU IFACTURER	BAND:	

			nformation		
ACCESSORY DESCRIPTION	PRODUCT NUMBER	EASE CONFIGURATION (Y/N)	ESTIMATED QUANTITY (EA)	UNIT PRICE FOR PURCHASE	PURCHASE COST
ACCESSORY DESCRIPTION	PROBOOT NOME		THE STREET	salid realights in a	
QUIPMENT DESCRIPTION:	gravity of the second second				
			1		0.00
50 SHEET PAPER FEED			1		0.00
00 SHEET PAPER FEED	-		1		0.00
.000 SHEET PAPER FEED			1		0.00
.500-3.500 SHEET PAPER FEED			1		0.00
INISHER			1		0.00
STAPLING/FINISHER			1		0.00
SADDLE STITCH/FINISHER			1		0.0
OLDER/FINISHER			1		0.0
BRIDGE KIT			1 1		0.0
HOLE PUNCH			1		0.0
HOLE PUNCH			1	-	
REVERSING AUTOMATIC DOCUMENT FEEDER			1		0.0
DUAL SCAN SINGLE PASS				=	0.0
DOCUMENT FEEDER			1		0.0
STANDARD COPIER CABINET			1		0.0
HARD DISK DRIVE			11		0.0
PAPER FEED PEDESTAL			1		0.0
TONER CARTRIDGE			1		0.0
PHOTO CONDUCTOR			1		0.0
FUSER	1		1		0.0
TONER BK			1		0.0
TONER CYAN			1	2 Car 10 C	0.0
TONER MAG			1		
TONER YELLOW			1		0.0
		The state of the s	1		0.0
BK IMAGE KIT COLOR IMAGE KIT			1		0.1
COLOR INAGE RIT					
CONNECTIVITY OPTIONS:			H		
NETWORK SCANNING KIT			1		0.
NETWORK PRINTING KIT (POSTSCRIPT/PCL)			1		0.
FIREY OR EQUAL ADVANCE NETWORK PRINTING KIT			1		0.

EXTERNAL INTERFACE ENABLER	1 1	0.00
DATA OVERWRITE ENABLER	1	0.00
FAX OPTIONS:		
FACSIMILE EXPANSION KIT	1	0.00
INTERNET FAX KIT	1	0.00
2ND LINE FAX	1	0.00
ADDITIONAL OPTIONS:		
15 AMP POWER FILTER/SURGE PROTECTOR	1	0.00
20 AMP POWER FILTER/SURGE PROTECTOR	1	0.00
GRAYSCALE	1	0.00
	TOTAL M:	0.00

# DIGCOP12 - COPIER ACCESSORY OPTION LISTING

Lease Options - For all ba	nds - monochrome and color	
VENDOR:	DAND:	
	BAND:	
MANUFACTURER:		

		Infor	mation			UNIT PRICE		UNIT PRICE	
		BASE CONFIGURATION	ESTIMATED QUANTITY (EA)	UNIT PRICE For 24- month Lease	LEASE COST (24 months)	For 36- month Lease	LEASE COST (36 months)	For 48- month Lease	(48 months)
ACCESSORY DESCRIPTION	PRODUCT NUMBER	(Y/N)							
QUIPMENT DESCRIPTION:	THE REPORT OF THE PARTY OF THE								
QUIPMENT DESCRIPTION:					0.00		0.00		0.0
50 SHEET PAPER FEED			1		0.00		0.00		0.0
00 SHEET PAPER FEED			1		0.00		0.00		0.0
000 SHEET PAPER FEED			1		0.00		0.00		0.0
500-3,500 SHEET PAPER FEED			1		0.00		0.00		0.0
INISHER			1		0.00		0.00		0.0
TAPLING/FINISHER			1 1		0.00		0.00		0.0
ADDLE STITCH/FINISHER			1		0.00		0.00		0.0
OLDER/FINISHER			1		0.00		0.00		0.0
RIDGE KIT			1		0.00		0.00		0.0
HOLE PUNCH		3	1		0.00		0.00		0.0
HOLE PUNCH			1 1	-	0.00				
						A	0.0		0.
REVERSING AUTOMATIC			1		0.00		0.0	0	-
OCUMENT FEEDER						1	1	.1	0.
DUAL SCAN SINGLE PASS			1	1	0.00	)	0.0		0.
DOCUMENT FEEDER			1 1		0.0	0	0.0		0.
STANDARD COPIER CABINET			1		0.0	0	0.0		0.
HARD DISK DRIVE		In the Supplier of the Supplie	+ 1		0.0	0	0.0		0.
PAPER FEED PEDESTAL			1 1	_	0.0	0	0.0		0.
TONER CARTRIDGE			+ 1	-	0.0	0	0.0		
PHOTO CONDUCTOR			1 1	-	0.0	0	0.0		0.
FUSER		The state of the s	+		0.0	0	0.0		0
TONER BK			1	-	0.0	0	0.0		0
TONER CYAN			1		0.0	10	0.0		0
TONER MAG	×		1		0.0		0.0		0
TONER YELLOW			1		0.0		0.0		0
BK IMAGE KIT			1		0.0		0.0	00	0
COLOR IMAGE KIT			era posessientrali presi	te nemocrat			ang pagalan a N	THE DESIGNATION OF STREET	
			in the section was						
CONNECTIVITY OPTIONS:			E MARKATAN		0.0	20	0.	00	(
NETWORK SCANNING KIT			11		0.0	30			
NETWORK PRINTING KIT					0.0	00	0.	00	(
(POSTSCRIPT/PCL)			1	_					
FIREY OR EQUAL ADVANCE			1		0.	00	0.	.00	

	т	otal N: 0.00	Total O: 0.00	Total P: 0.00
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
GRAYSCALE		0.00	0.00	0.00
20 AMP POWER FILTER/SURGE PROTECTOR	1	0.00		
15 AMP POWER FILTER/SURGE PROTECTOR	1	0.00	0.00	0.00
ADDITIONAL OPTIONS:				
2ND LINE FAX	1 1	0.00	0.00	0.00
INTERNET FAX KIT	1 1	0.00		
FACSIMILE EXPANSION KIT	1	0.00		0.00
FAX OPTIONS:		The second secon		
DATA OVERVIRITE ENASLER				
EXTERNAL INTERFACE ENABLER  DATA OVERWRITE ENABLER	i	0.00		0.00
THE PARTY OF THE P	1 1	0.00	0.00	0.00

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:	SPECIFICATIONS OF MACHINE BID
Mfg copy volume 5,000 month	
Copy speed 10 cpm Features:	
250 sheet paper capacity	
Bypass tray	
Auto document feeder	
	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 2,500 copies/month.

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:  Mfg copy volume 15,000 month Copy speed 20 cpm Features: 500 sheet paper capacity 2 paper sources Auto document feeder Electronic sorting or finisher/sorter	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 7,500 copies/month.

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 30,000 month Copy speed 30 cpm Features: 1,000 sheet paper capacity 2 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter	(Include Item/model #'s for any accessory Included in the base machine if needed for
	ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 15,000 copies/month.

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 45,000 month Copy speed 40 cpm Features: 1,500 sheet paper capacity 3 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 22,500 copies/month.

VENDOR:	BRAND:
	MODEL#:
MINIMUM SPECIFICATIONS:  Mfg copy volume 65,000 month Copy speed 50 cpm Features: 1,500 sheet paper capacity 3 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	SPECIFICATIONS OF MACHINE BID  (Include item/model #'s for any accessory included in the base machine if needed for
	ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 32,500 copies/month.

# 000018

### COST QUOTE FORM MONOCHROME COPIERS BAND 6

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:	SPECIFICATIONS OF MACHINE BID
Mfg copy volume 80,000 month Copy speed 60 cpm	
Features:	
1,500 sheet paper capacity	
4 paper sources	
Auto duplexing	
Auto document feeder	
Electronic sorting or finisher/sorter (indicate sheets)	// I I I I I I I I I I I I I I I I I I
	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 40,000 copies/month.

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:	SPECIFICATIONS OF MACHINE BID
Mfg copy volume 150,000 month	
Copy speed 70 cpm	
Features: 1,500 sheet paper capacity	
4 paper sources	
Auto duplexing	
Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	
Electronic sorting of limishersorter (indicate cheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

Monthly rental and monthly maintenance for purchased amchines is inclusive of all supplies excepting paper for 75,000 copies/month.

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 10,000 month Copy speed 3 cpm Features: 250 sheet paper capacity Bypass tray Auto document feeder	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:	SPECIFICATIONS OF MACHINE BID
Mfg copy volume 20,000 month	
Copy speed 11 cpm Features:	
500 sheet paper capacity	
Bypass tray	
Auto document feeder	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 45,000 month Copy speed 21 cpm Features: 1,500 sheet paper capacity 2 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 40,000 month Copy speed 31 cpm Features: 1,000 sheet paper capacity 3 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

Addendum Numbers Received:		
(Check the box next to each addendate)	lum received)	
[√] Addendum No. 1	[]	Addendum No. 6
[ ] Addendum No. 2	[ ]	Addendum No. 7
[ ] Addendum No. 3	[ ]	Addendum No. 8
[ ] Addendum No. 4	[ ]	Addendum No. 9
[ ] Addendum No. 5	[ ]	Addendum No. 10
further understand that that any ver discussion held between Vendor's a	bal representatio representatives a	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
	R	Company  Authorized Signature  7-18-12  Date
		Date

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



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

## Solicitation

NUMBER
DIGCOP12

PAGE	
-	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE
RICOH AMERICAS CORPORATION
5 Dedrick Place
West Caldwell, NJ 07006

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

DATE PRINTED 07/03/2012 BID OPENING DATE: BID OPENING TIME 07/26/2012 CAT, TEM NUMBER AMOUNT UNIT PRICE QUANTITY UOP LINE ADDENDUM NO. SEE ATTACHED PAGES. END OF ADDENDUM NO. 2 985-64 0001 SL DIGITAL COPIERS DIGCOP12 \*\*\*\*\* TOTAL: THIS IS THE END OF RFQ \*\*\*\*\* TELEPHONE 973-882-2000 SIGNATURE TITLE VICE Strates FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

## SOLICITATION NUMBER: DIGCOP12 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

Appl	icab	le A	Addendum Category:
	[]	X ]	Modify bid opening date and time
	[	]	Modify specifications of product or service being sough
	[	]	Attachment of vendor questions and responses
	[]	X ]	Attachment of pre-bid sign-in sheet
	[	]	Correction of error

Description of Modification to Solicitation: To move the bid opening date and attach the prebid sign in sheets.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

] Other

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

- 1. The bid opening date has moved from 07/10/2012 to 07/26/2012.
- 2. The questions submitted will be answered and issued under separate addendum.
- 3. Pre-bid sign in sheet attached.

Request for Proposal No. DIACOPIA

PLEASE PRINT

Page 1 of 5

Date: 4[460]

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company Sharp Electronics Corp  Rep: Christine Bush  Email Address: bush C. Q Sharpsec. Com	1 Sharp Plaza Mahwah NJ 70404	PHONE 804 519 3703 TOLL FREE FAX 888 757 8449
Company Conspton Office I Yachne Rep: Don Sonith	0	PHONE 304-343-5683 TOLL FREE
Email Address: Compton Copiessoles connetin	6.0v-	FAX 304-720-3002
Company: CWS  Rep: BRIAN MCPherson	Po box 26 Parkersburg WV 20101	PHONE 304-424-6800 TOLL FREE
Email Address: Driad Cws & Copiess. Com		FAX 304-424-6078
Company: (USA (LAXON USA/AC) Rep: Don Howfeasting Email Address: dhartenstage cusa.	Laursberry PA 17339	PHONE 717608 8857 TOLL FREE  FAX 516 328 5459
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

Request for Proposal No. DIECOPL

PLEASE PRINT

Page <u>a</u> of <u>5</u>

Date: <u>6 19 201</u>

**TELEPHONE & FAX** 

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

NUMBERS MAILING ADDRESS FIRM & REPRESENTATIVE NAME PHONE-304-744-7440 DUSINESS Charleston WV FREE 888-483-7440 FAX 304-744-7450 25303 boffut+@komaxwv.com PHONE 724-554-4243 30 Robin DriVE KONICA MINOLFA Washing for, fa 15301 FREE Bob Tomsic Email Address: rtoms 1= @ KMBS. KONICA mINO/ta. US FAX PHONE 304-744-7440 500 D SF Company: Kamax Rusiness Systems 888-483-7446 Eo. Charleston. WV 25303 FREE DAJID Humohrey 304-744-7450 Email Address: Shamphay Osadden link-nef PHONE 724-629-9050 700 Laurel Dr Company: Ford Business Machines Inc. TOLL FREE 800 -633-3673 Connellsorlle, PA 15425 Mickey Kenney 724-628-2782 Email Address: mkenney@ Bus fom.com PHONE 304-347-2383 111/1/52 DUSINOSS FREE 600-727-4267 viccinia St Kay MIMSTROWS Rep: Email Address: Key armstrong CooH-Usa. Com Warleston FAX 374-342-4588 25301

Request for Proposal No. DIGCOPIA

PLEASE PRINT

Page 3 of 5

## \* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS	
Company: RICOH AMERICAS CORPORATION	14007 ST. REGINA CT	PHONE 804-608-8300	
Rep: STEVE NORDHEIM	MIDLOTHIAN VA 231(2	FREE NIA	
Email Address: Steve, no: dheim @ ricch - Use. Con		FAX 804-608-8033	
company: Richardson Copy Concepts	72 East Cove Ave	PHONE (304)-242-1030	
Rep: Andy Richardson	Wheeling WV 26003	TOLL FREE (800)- 444-2079	
Email Address: andy of Ofichardsoncopy.com		FAX (304) - 242-8009	
Company: WW Basiness Promasi	1026 41th Allsmac	PHONE 34 625-4719	
Rep: Hal Emymor / Stevic Diamonal	Hurtingon WV 25701	FREE SCORPT AND A DE	
Email Address:	Land of Land of Long	FAX 304 525 550	
Company: Pomered	500 West Mereland Office	PHONE 304-746-1434 9.50	756
Rep: David Chambers	Dunhar WW 25-64	FREE	
Email Address: <u>clChanhar &amp; famerof</u> . Co		FAX 304-741-4439	
Company: Superior OFFice SERVICE	PHONE 304-414-7250		
Rep: DOUG FACEMYRE		TOLL 800-826-9758	
Email Address: DFACEMYRE@ Siperiol WV	.Com	FAX 304-414-7051	

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Request for Proposal No. DIGCOP 12

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\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

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HONE 304-546-1496 DLL REE 800-642-1930 AX 304-525-3069
HONE 304-638-5005 DE EEOH. 304-720-4009 AX 304-781-2342
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Request for Proposal No. DIACOPIA

PLEASE PRINT

	Page 5 of 5
Date:_	6/19/2012

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

	,	TELEPHONE & FAX
FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	NUMBERS
Company: YEREX - PEAKL OFFICE Solutions	716 Les St. Charlester, WV 253.	PHONE 304 -633-960/
Rep: Rick Chapman		FREE 304 - 726 -4009
Email Address: RICK @ PEAKE OFFICE, Com		FAX 304 - 781 -2342
Company: Kypersa - PACKARD BUS. NESS Syste	as 3619 7th Ave Charlester	PHONE 304-744-824/
Rep: GAN D. SAIRE		FREE
Email Address: pharper & pho WV. Com		FAX 704-744-4114
Company: homeo Sales & Service, Inc	721 woshington Sto Wi	PHONE 304-342-0183
Rep: John Yang	Charleston UN 25302	TOLL FREE 866-401-0686
Email Address: John rance & Sudden link me il can	-OR- PO.BCx 2907-(harboren (iv 253)0	FAX 304-342-0184
company: WV Purchasing Division	2019 Washington Street, E	PHONE 304-558-2544
Rep: Tara Lyte	Charleston, WV 25305	FREE
Email Address: tare. 1: /yleewv.gov		FAX 304-558-4115
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX



RFQ COPY

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

## Solicitation

NUMBER

 AGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

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

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

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ADDRESS CHANGES TO BE NOTED ABOVE

## SOLICITATION NUMBER: DIGCOP12 Addendum Number: 8

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

[ )	( ]	Modify bid opening date and time
]	]	Modify specifications of product or service being sought
]	]	Attachment of vendor questions and responses
]	]	Attachment of pre-bid sign-in sheet
]	]	Correction of error
]	]	Other

Description of Modification to Solicitation: To move the bid opening date.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

1. The bid opening date has moved from 10/04/2012 to 10/23/2012.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

(Check the bo	ox next to each addend	um received)	
[>]	Addendum No. 1	[/]	Addendum No. 6
[×]	Addendum No. 2	<b>[</b> <	Addendum No. 7
[>]	Addendum No. 3	[*]	Addendum No. 8
$(\times)$	Addendum No. 4	[ ]	Addendum No. 9
$[\times]$	Addendum No. 5	[ ]	Addendum No. 10

Addendum Numbers Received:

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

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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TYPE NAME/ADDRESS HERE

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

RICOH AMERICAS CORPORATIO 5 Dedrick Place West Caldwell, NJ 07006

## Solicitation

NUMBER DIGCOP12

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	**** *****
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ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

304-558-2544

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

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

# SOLICITATION NUMBER: DIGCOP12

Addendum Number: 9

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum (	Category:
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[ }	( ]	Modify bid opening date and time
]	]	Modify specifications of product or service being sought
]	]	Attachment of vendor questions and responses
]	]	Attachment of pre-bid sign-in sheet
]	]	Correction of error
]	]	Other

Description of Modification to Solicitation: To move the bid opening date.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

1. The bid opening date has moved from 10/23/2012 to 10/31/2012.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

## 

Addendum Numbers Received:

Addendum No. 5

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

Addendum No. 10

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

### Solicitation

NUMBER DIGCOP12

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

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

Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ 07006 T DATE PRINTED 10/29/2012

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## SOLICITATION NUMBER: DIGCOP12 Addendum Number: 10

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

Į,	X. J	Modify bid opening date and time
[		Modify specifications of product or service being sought
I	]	Attachment of vendor questions and responses
[	]	Attachment of pre-bid sign-in sheet
[	]	Correction of error
ſ	1	Other

Description of Modification to Solicitation: To move the bid opening date.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

1. The bid opening date has moved from 10/31/2012 to 11/07/2012.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

# (Check the box next to each addendum received) Addendum No. 1 Addendum No. 6 Addendum No. 2 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9

Addendum Numbers Received:

Addendum No. 5

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

Addendum No. 10

Company

Authorized Signature

11/12/2012

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

# ATTACHMENT

A

#### **SPECIFICATIONS**

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids for a open-end statewide contract for digital copiers. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Desired Item" or "Desired Items" means the list of items identified in Section 3.1 below and includes the copier that Vendor bids for each band, the requested accessories included on the Pricing Pages, and any other accessories not listed on the pricing pages that Vendor will provide for each copier bid.
  - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - **2.3** "RFQ" means the official RFQ published by the Purchasing Division and identified as DIGCOP12.

#### 3. GENERAL REQUIREMENTS:

3.1 Desired Items and Mandatory Requirements: Vendor shall provide Agency with the Desired Items on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements shown below.

#### 3.1.1 BAND 1 – MONOCHROME COPIER

- **3.1.1.1** Band 1 must be have the following minimum specifications:
  - a. Manufacturer copy volume 5,000 month
  - b. Copy speed 18 cpm
  - c. 250 sheet paper capacity
  - d. Bypass tray
  - e. Auto document feeder



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

#### Solicitation

NUMBER DIGCOP12 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLĖ 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Ricoh Americas Corporation # 5 Dedrick Place West Caldwell, NJ 07006

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

ADDRESS CHANGES TO BE NOTED ABOVE

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### SOLICITATION NUMBER: DIGCOP12

Addendum Number: 11

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

[ }	[]	Modify bid opening date and time
[ >	[]	Modify specifications of product or service being sought
[ }	[]	Attachment of vendor questions and responses
1	]	Attachment of pre-bid sign-in sheet
I	]	Correction of error
[	1	Other

**Description of Modification to Solicitation:** Please see attached specifications for complete re-issue of DIGCOP12 – Attachment A, Responses to Vendor's Second Round of Questions – Attachment B, and Revised Pricing Pages – Attachment C. The bid opening has been extended from 11/07/2012 to 11/20/2012. The bid opening time remains at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

Applicable Addendum Category:

- All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# REQUEST FOR QUOTATION DIGCOP12 – Digital copiers

#### 3.1.2 BAND 2 - MONOCHROME COPIER

- 3.1.2.1 Band 2 must be have the following minimum specifications:
  - a. Manufacturer copy volume 15,000 month
  - b. Copy speed 25 cpm
  - c. 500 sheet paper capacity
  - d. 2 paper sources
  - e. Auto document feeder
  - f. Electronic sorting or finisher/sorter

#### 3.1.3 BAND 3 - MONOCHROME COPIER

- 3.1.3.1 Band 3 must be have the following minimum specifications:
  - a. Manufacturer copy volume 30,000 month
  - b. Copy speed 30 cpm
  - c. 1,000 sheet paper capacity
  - d. 2 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

#### 3.1.4 BAND 4 - MONOCHROME COPIER

- 3.1.4.1 Band 4 must be have the following minimum specifications:
  - a. Manufacturer copy volume 45,000 month
  - b. Copy speed 40 cpm
  - c. 1,500 sheet paper capacity
  - d. 3 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

#### 3.1.5 BAND 5 – MONOCHROME COPIER

- 3.1.5.1 Band 5 must be have the following minimum specifications:
  - a. Manufacturer copy volume 65,000 month
  - b. Copy speed 50 cpm
  - c. 1,500 sheet paper capacity
  - d. 3 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

#### 3.1.6 BAND 6 - MONOCHROME COPIER

- **3.1.6.1** Band 6 must be have the following minimum specifications:
  - a. Manufacturer copy volume 80,000 month
  - b. Copy speed 60 cpm
  - c. 1,500 sheet paper capacity
  - d. 4 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

#### 3.1.7 BAND 7 – MONOCHROME COPIER

- 3.1.7.1 Band 7 must be have the following minimum specifications:
  - a. Manufacturer copy volume 150,000 month
  - b. Copy speed 70 cpm
  - c. 1,500 sheet paper capacity
  - d. 4 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

# REQUEST FOR QUOTATION DIGCOP12 – Digital copiers

#### 3.1.8 BAND 1 - COLOR COPIER

- 3.1.8.1 Band 1 must be have the following minimum specifications:
  - a. Manufacturer copy volume 10,000 month
  - b. Copy speed 18 cpm
  - c. 250 sheet paper capacity
  - d. Bypass tray
  - e. Auto document feeder

#### 3.1.9 BAND 2 - COLOR COPIER

- 3.1.9.1 Band 2 must be have the following minimum specifications:
  - a. Manufacturer copy volume 20,000 month
  - b. Copy speed 25 cpm
  - c. 500 sheet paper capacity
  - d. Bypass tray
  - e. Auto document feeder

#### 3.1.10 BAND 3 - COLOR COPIER

- **3.1.10.1** Band 3 must be have the following minimum specifications:
  - a. Manufacturer copy volume 30,000 month
  - b. Copy speed 30 cpm
  - c. 1,000 sheet paper capacity
  - d. 2 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter

#### 3.1.11 BAND 4 – COLOR COPIER

- 3.1.11.1 Band 4 must be have the following minimum specifications:
  - a. Manufacturer copy volume 40,000 month
  - b. Copy speed 40 cpm
  - c. 1,500 sheet paper capacity
  - d. 3 paper sources
  - e. Auto duplexing
  - f. Auto document feeder
  - g. Electronic sorting or finisher/sorter
- 3.1.12 PROHIBITION OF 90 COPIES PER MINUTE: Vendor shall not include in its bid any copier that produces copies at a rate of 90 copies per minute or more. If Vendor does bid a copier that produces copies at 90 copies per minute or more, that copier will be rejected and Vendor's bid will be evaluated as if Vendor failed to bid a copier for that band.

#### 3.1.13 ADDITIONAL DESIRED ITEM REQUIREMENTS

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

- E. have the ability to be set for reduction and enlargement in 1% increments.
- F. be in production and available for sale at time of submitted quote.
- G. be Energy Star Compliant and be installed with energy saving features enabled.
- H. be capable of copying on plain bond paper in both 8 ½" x 11", 8 ½" x 14" and 11" x 17".

#### 3.1.13.2 Service and Maintenance

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

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

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

- D. Connectivity Service Support: Vendor must provide service support to coordinate installation of Desired Items with agency personnel.
- E. Certification Requirement: Service representatives must be full time employees of the Vendor or of a subcontracted party designated by Vendor in writing. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time.
- F. Replacement Units: Vendor shall provide a temporary replacement copier for any copier being rented, at no charge, if the Agency's copier is estimated to be down for 16 consecutive working hours or longer for repair. Temporary replacement copiers shall be of comparable size and functionality as the copier it is replacing. The Agency will not pay any charges associated with the temporary replacement unit, but shall pay the charges that it would have incurred if its copier had not been temporarily replaced.
- G. Response Requirement: Vendors must respond to all requests for service within two (2) working hours of an Agency's request and be on site to complete the repair within eight (8) working hours of the request throughout the term of this Contract. Repetitive complaints concerning

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

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

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

- 3.1.13.6 Fees and Costs: Monthly rental fees, copy allowances, other supply costs and maintenance costs shall remain firm for the life of the Contract. Pricing shall also be inclusive of shipping, delivery, installation, and training.
- 3.1.13.7 Manufacturer Accessory Listing Requirements: Vendors shall provide a listing of all possible accessories available for each copier that Vendor includes on the Pricing Pages. It is preferred that the Accessory Listing be provided with the bid.
- 3.1.13.8 New/Re-manufactured Requirement: All Desired Items must be new. Re-manufactured equipment is not acceptable. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty. Newly manufactured means manufactured in the current year and has not been used.
- 3.1.13.9 Retrofits: Any convenience, performance or safety-related retrofits that may be mandated by the vendor or manufacturer must be installed at no additional cost on copiers placed in service resulting from a contract. Features must be installed within 90 days after it becomes available to the public.
- 3.1.13.10 Published Specifications: All copiers quoted must have published copy volumes per month and copies per minute. Vendors must provide published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which include copy volumes per month, copies/minute data, available memory, paper sources and paper capacity prior to award. Vendor shall highlight all standard features on within the literature provided for each copier bid.
- 3.1.13.11 Parts Availability: Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units. All parts SHALL be new. "New" means manufactured in the current year and has not been used.

- 3.1.13.12 Scan Charges: Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Scanning can only be billed as an accessory that may increase the monthly cost per unit as shown on the Pricing Pages.
- 3.1.13.13 Power Protection: Vendors should include, as part of their available accessories for digital copiers, surge and ground noise protection units. Units shall be ESP QC Power protection, or equal, for Bands 4 through 7, and ESP Majac Power protection, or equal, for Bands 1 through 3. Vendors must provide manufacturer literature for any "or equal" power protection unit bid prior to award.
- 3.1.13.14 Power Requirements: If a copier requires a dedicated power line, it is the joint responsibility of the vendor and Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.
- 3.1.13.15 Network Connection: All network connected units must include all cable, cards, etc. for connection to the Agency's network at no additional cost to the Agency. Vendor's equipment must be capable of connecting to an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system.
- 3.1.13.16 Firmware/Software: Vendors shall ensure that it provides all necessary firmware/software with each copier to allow Agency to obtain full use of the copier being installed. The cost of any firmware/software shall be included in the base price of the copier being bid. Vendor and agency must obtain approval from the appropriate entity prior to connecting any firmware/software to a State network. Vendor must provide a copy of any firmware/software agreement for approval prior to award of this Contract.
- 3.1.13.17 Information Security: All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. Removal and rendering information

unusable must be conducted in accordance with the policies and procedures of the Office of Technology or other entity that has authority over technology related matters for the Agency. For purchased machines, the agency must dispose of the machine and hard drive per the policies of the WV State Agency for Surplus Property and the Office of Technology. For leased machines: At the end of the lease, if the agency does not choose to keep the machine, the vendor shall remove the machine's hard drive and leave it with the agency for disposition in accordance with procedures prescribed by the Office of Technology.

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

#### 4. CONTRACT AWARD:

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

Accessories: Vendor shall provide all accessories, other than those listed on the pricing pages, to Agency at manufacturer's invoice price. The copier bid for each band and the accessories requested on the Pricing Pages shall be provided to Agency at the Price listed on the Pricing Pages.

4.2 Pricing Pages: The Pricing Pages consist of the eight item numbers each listing an order type and containing 1 through 7 monochrome copier bands or 1 through 4 color copier bands. Vendor should bid only one copier per band. In the event that a single Vendor submits multiple copiers for any given band, only the lowest cost copier will be considered for evaluation

# REQUEST FOR QUOTATION DIGCOP12 – Digital copiers

purposes. The bands are defined in Section 3 above. Additionally, the Pricing Pages contain totals for each band, totals for each item number and a Total Price for All Items. Each item number contains some or all of the following:

#### Purchased Machines (Item No. 1 and 2)

- 4.2.1 Copier Vendor should list the brand name and Model No. of the single copier that it is bidding for the item no. and band number in question. Vendor should also list the Total price for the Estimated Quantity if not completing the Pricing Pages electronically.
- 4.2.2 Accessories Scanning, Network Printing, Fax, and Staple are listed as common accessories on the Pricing Pages. Vendor should include the brand name of the accessory (if applicable), the model number of the accessory (if applicable), and the Unit Price for each accessory. Vendor should also list the total price for the accessory based on the estimated quantity if not completing the pricing pages electronically. In the event that Vendor's copier already includes one or more of the listed accessories, Vendor should write "included" in the space for the brand name of the accessory and list the Unit Price as \$0 for the accessory in question. The cost of an accessory already included in the copier being bid should be reflected in the Unit Price of the copier.
- 4.2.3 Monthly Maintenance Charge Per Copier Vendor should list in the Unit Price section, the monthly price for maintenance on one copier for the stated number of copies per month. Agencies are not required to purchase this maintenance and Vendor shall not charge for maintenance on a purchased machine unless the Agency requests it. The monthly cost of maintenance for one machine should be multiplied by the Estimated Quantity to arrive at a Total Price.
- 4.2.4 Per Copy Maintenance Overage Charge Vendor should list the per copy charge that it will add to the monthly maintenance charge if the Agencies copies exceed the stated number of copies per month. That per copy charge will only be charged if the Agency requests monthly maintenance.
- 4.2.5 Total for Band 1 This is the line below each band to allow the Vendor to add up all of the Total Costs for each band. The total for each band will then be added together to arrive at either the

# REQUEST FOR QUOTATION DIGCOP12 – Digital copiers

Total Purchase Price of Monochrome Bands 1-7 or the Total Purchase Price of Color Bands 1-4.

- 4.2.6 Per Copy Maintenance Charge (Color) Vendor should list its per copy maintenance charge for color copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.
- 4.2.7 Per Copy Maintenance Charge (Monochrome) Vendor should list its per copy maintenance charge for monochrome copies in the Unit Price line. This charge will only apply if Agency elects to purchase maintenance on the purchased copier. The per copy maintenance charge should then be multiplied by the Estimated Quantity to arrive at a Total Cost.

#### Leased Machines (Item Nos. 3 through 8)

- 4.2.8 Copier (including maintenance for \_\_\_\_ copies) Vendor should list the brand name and Model No. of the copier that it is bidding for the item no. and band number in question. As indicated, the Unit Price on all leased copiers must include any service and maintenance costs for the number of copies per month listed. The space above has been left blank because each band has a different number of copies included. Vendor should multiply the Unit Price by the quantity specified to calculate the Total Price Per Month (Including Maintenance).
- 4.2.9 Copier Same as above.
- 4.2.10 Accessories Same as above.
- 4.2.11 Per Copy Maintenance Overage Charge (\_\_\_\_\_ and up) Vendor should list the per copy charge in the Unit Price section for each copy in excess the number of copies per month listed and then multiply that by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance). The space above has been left blank because each band has a different number of overage charges included.
- 4.2.12 Total for Band 1 Same as above.
- **4.2.13** Per Copy Maintenance Charge (Color) Vendor should list the per copy charge for color copies service and maintenance.

- 4.2.14 Per Copy Maintenance Charge (Monochrome) Vendor should list the per copy charge for monochrome copies on color machines as the Unit Price for this line item. This should then be multiplied by the Estimated Quantity to arrive at the Total Price Per Month (Including Maintenance).
- 4.2.15 Total Monthly Lease Price of Monochrome Bands 1 through 7

  for \_\_\_\_ Month Lease This line item represents a combined total of all monochrome bands in the specified monthly lease period. Vendor should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 24, 36 or 48 months.
- 4.2.16 Total Monthly Lease Price of Color Bands 1 through 4 for

  Month Lease This line item represents a combined total
  of all color bands in the specified monthly lease period. Vendor
  should ensure that this line item has been properly added and
  completed. The space above is left blank because on the pricing
  pages it will continue either 24, 36 or 48 months.

#### **Final Pricing Page**

- 4.2.17 Total Price for All Items The last page of the Pricing Pages contains a chart of each items (Item Nos. 1 through 8) total Price and a combined total of all items identified as the Total Price for All Items. Vendor should ensure that each of these line items has been properly added and completed.
- 4.3 Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each Eligible Item includes the Brand Name of the Item Bid, the Model No. of Item Bid, and the Unit Price of the item bid, totals for each band, totals for each combined set of bands (For example: Total Purchase Price of Monochrome Bands 1 through 7), and the Total Price for all Items. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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

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

#### 5. ORDERING AND PAYMENT:

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

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

- 5.1 Authorizing Documentation: Vendor is prohibited from filling orders without the proper documentation attached to the WV-39, Contract Release Order. The State Auditor will not authorize payment for any applicable purchase orders/invoices that do not have the proper authorization documentation. Any copier to be networked requires prior approval by the Office of Technology.
- 5.2 Maintenance Option: Agencies have the option of not entering into a maintenance/service contract on purchased copiers. If maintenance is not obtained through this Contract, Agency may obtain it through a separate procurement on a per call, time and materials basis.

5.3 Short Term Rental: Any Agency requiring a copier for less than a 24-month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.

- 5.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.
- 5.5 Invoicing/Meter Read: Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the Vendor and Agency, invoicing may be done on a quarterly basis in arrears. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy overage charges. For example, if the monthly copy volume included in the base charge is 30,000 copies per month, 90,000 copies for a three month period will be allowed before an overage charge is billed, regardless of how many copies were completed in each of the three months of the three month period.

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

#### 6 DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
  - Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

The Vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment.

- 6.4 Installation and Removal Charges: All Desired Items sold or leased to an Agency under this Contract shall be installed and removed free of charge. This applies to all situations or de-installations.
- 6.5 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7 MISCELLANIOUS:

- 7.1 No Substitutions: Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply: Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

# REQUEST FOR QUOTATION DIGCOP12 – Digital copiers

- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.
- 7.5 Minimum Qualification Experience: Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer representative. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be offered in each band. Failure to provide required information when requested by the Purchasing Division may result in disqualification of the bid.
- 7.6 Subcontracts/Joint Ventures: The Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.
- 7.7 Rental Term: Prices for all standard rental units are to be for a 24, 36, and 48 month term. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extension should only be used when an agency has a compelling reason such as anticipation of an office move or closing. After expiration of this Contract, month to month extensions are not permitted, but lease agreements entered into under this Contract prior to expiration shall remain in effect for the remainder of the lease term.
- 7.8 Damages: Agencies shall be responsible for damages or loss of rental equipment caused by misuse, abuse, vandalism, theft, fire, flood, or any other occurrence where necessary care was not taken by the agency to prevent loss to the vendor.

# ATTACHMENT B

#### Responses to Vendor's Second Round of Questions

#### **QUESTIONS:**

- Q1: Question 1 Please identify specifically which band require print and copy capability on 11 x 17 paper. Stating that the specification must be "applicable to a particular band" leaves it open to different interpretations by each vendor.
- A1: See Section 3.1.13.1 (H) in the attached specifications.
- Q2: Question 7 Can you provide information related to what tasks the State needs to perform that require a conversion of black on white to white on black (reverse video graphics effect)? Toner usage and cost for this type of copy is significant. Is this function truly required on each unit and in each band? Not all vendors will be able to bid all bands if this specification is not removed.
- A2: See Section 3.1.13.1 (C) in the attached specifications.
- Q3: Based on the question above, will the State consider awarding a contract to a vendor that does not bid all bands?
- A3: See Section 4 Contract Award in the attached specifications.
- Q4: Question 38 Please clarify "another company." Does this refer to a 3rd party leasing company and not the manufacturer or vendor?
- A4: Yes. Another company refers to any entity other than the awarded vendor.
- Q5: In the questions and answers, there seems to be some conflicting information between questions 3 & 7 regarding 3rd party leasing. The answer to question 3 is that if 3rd party leasing is used, they will be held to the specifications of the contract, which indicates that the State will allow third party leasing. The answer to question 37 is that the State will only pay the awarded vendor, this indicates that 3rd party leasing cannot be used. For clarification purposes, will the State accept invoices from anyone other then the awarded vendor?
- A5: The State will only accept invoices from the vendor awarded the contract. The State will not enter into a leasing agreement with a third party.
- Q6: Catalog. 2.1 Submission, Does the contractor catalog need to be submitted with the proposal?
- A6: See revised specifications.

- Q7: Catalog Modification 2.2 As you know, from time to time products get discontinued and replacement models get introduced. This may happen prior to contract renewal. Since the State is only awarding one vendor, if the awarded vendors product in a particular category is discontinued, there will be nothing available in that category for purchase/rental. Can you please clarify the States expectations on substitutions for discontinued products prior to renewal?
- A7: If the item bid is discontinued, the vendor may propose an equivalent product meeting or exceeding the specifications at the same bid price. If the replacement item is accepted or approved, the item will be added by change order.
- Q8: General Terms and Conditions #23 Cancellation. Does this cancellation refer to the entire contract, individual rental agreement or both? If the entire contract is cancelled will the existing rental agreements remain in place until the end of the contracted (24,36,48 month) term?
- A8: The cancellation clause mentioned in No. 23 of the General Terms and Conditions is speaking of the DIGCOP12 contract. The existing rental agreements may remain in effect until the end of the lease term.
- Q9: On the new pricing exhibits, the field to enter all click rates automatically rounds to a two decimal number. The standard for click rates is 4 digits. So for example, if we enter \$.0055, the sheet automatically takes it to \$.01. Could the state adjust the price sheets to make those fields available for 4 decimal points?
- A9: Please see revised pricing pages.
- Q10: On the new pricing exhibits, for the 24, 36 and 48 month rental pricing, there is a field for both "unit maintenance charge" and for "unit price". Do you want the unit rental cost in the unit rental pricing and then the cost per copy in the unit maintenance charge.
- A10: Please see revised pricing pages.
- Q11: Please clarify as to exactly what you cost you need in the Unit maintenance charge cell.
- A11: Please see revised pricing pages.
- Q12: Could you clarify one more time –should printing, scanning, fax and stapling be included on all machines? Therefore they are included in all pricing and are not "options"?
- A12: Please see revised pricing pages and specifications.
- Q13: Or do you want it included for the pricing spreadsheet but to separate it out on the individual cost sheets so agencies can choose?
- A13: Please see revised pricing pages and specifications.

RFQ No. DIGCOP 12

### STATE OF WEST VIRGINIA Purchasing Division

#### PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

WITNESS THE FOLLOWING SIGNATURE:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

# Vendor's Name: Rich Americas Congrection Authorized Signature: Date: 8-13-2012 State of New Jessey County of Essex to-wit: Taken, subscribed, and sworn to before me this 15 day of August 16 day of August 17 day of August 18 day of August 18

YAMMY ARALJO NOTANY PUBLIC NEW JERGEY MY COMMISSION EXPIRES 12-7-2013

#### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

Addendum Numbers Received:  [Check the box next to each addendum received)  [Addendum No. 1								
Addendum No. 2 [ ] Addendum No. 8  Addendum No. 4 [ ] Addendum No. 9  [ ] Addendum No. 5 [ ] Addendum No. 10  Addendum No. 5 [ ] Addendum No. 10  Addendum No. 10  Addendum No. 5 [ ] Addendum No. 10  Addendum No. 9  [ ] Addendum No. 10  Addendum No. 10  Addendum No. 10  Addendum No. 10			ive	d)				
Addendum No. 3 [ ] Addendum No. 8  [ ] Addendum No. 4 [ ] Addendum No. 9  [ ] Addendum No. 5 [ ] Addendum No. 10	$[\mathcal{A}]$	Addendum No. 1	]	]	Addendum No. 6			
[ ] Addendum No. 4 [ ] Addendum No. 9  [ ] Addendum No. 10  [ ] Addendum		x	]	]	Addendum No. 7			
[ ] Addendum No. 5 [ ] Addendum No. 10  I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.    Rich Amriles Corporation   Company	$[\checkmark]$	Addendum No. 3	]	]	Addendum No. 8			
Sunderstand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.  Right Amriles Corporation  Company	[Y	Addendum No. 4	[	]	Addendum No. 9			
further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.  Rich Amriles Corporation  Company	[ ]	Addendum No. 5	[	]	Addendum No. 10			
Company	further under discussion he	further understand that that any verbal representation made or assumed to be made during any oral liscussion held between Vendor's representatives and any state personnel is not binding. Only the						
Authorized Signature			-	R				
					Authorized Signature			
8-13-2012			-		8-13-2012			
Date					Date			

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

	Total Price for All Items		
ltem 1	Total Purchasing Price of Monochrome Bands 1 through 7	s	•
Item 2	Total Purchas Price of Color Bands 1-4	s	•
Item 3	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease	\$	-
Item 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease	s	9 <del>3</del> 1
Item 5	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease	s	5 <del>.0</del> 0
Item 6	Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease	s	h <del>e</del> s
Item 7	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease	s	(s <b>=</b> ).
Item S	Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease	s	S#1
Total Pr	ce for All Items	\$	1,51

Vendor Information:			
Contact Name:			
Fau No.			
Email Address:		 	
Authorized Signature:	No.	 	

Revised 11/05/2012

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

			eriodicità de continuo 🕶 t		
[X]	Addendum No. 1	$[\chi]$	Addendum No. 6	[X]	Addendum No. 11
[ \( \) ]	Addendum No. 2	$[\times]$	Addendum No. 7		
	Addendum No. 3				
[ X	Addendum No. 4	$[\times]$	Addendum No. 9		
[X]	Addendum No. 5	[X]	Addendum No. 10		

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

Company

Authorized Signature

11 12 2012

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



RFQ COPY

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

#### Solicitation

NUMBÉR DIGCOP12 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

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

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

11/08/	Contract Con											
BID OPENING DATE:		11/29/	2012				BID	OPENING	TIME	01:	30PM	
LINE	QUAN		UOP	CAT, NO.		ITEM NUMBEI			T.PRICE		MOON	ır
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SIGNATURE

TELEPHONE Q

3-882-2000

DATE 11/12/2012

ACCOUNT Management and Sport 22-27

ADDRESS CHANGES TO BE NOTED ABOVE

## SOLICITATION NUMBER: DIGCOP12

Addendum Number: 12

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

A	D	oli	cal	ole	A	dd	end	lum	Ca	teg	ory:
		,								6	

[X]	Modify bid opening date and time
[ ]	Modify specifications of product or service being sought
[ ]	Attachment of vendor questions and responses
[ ]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
[X]	Other

**Description of Modification to Solicitation:** Vendors may submit questions in writing until 2:00 pm on November 19, 2012. The bid opening has been extended from 11/20/2012 to 11/29/2012. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

#### Addendum Numbers Received:

(Check the box next to each addendum received)

[×]	Addendum No. 1	$[\times]$	Addendum No. 6	$\triangleright$	()	Addendum No. 11
[ ]	Addendum No. 2	$[\chi]$	Addendum No. 7	[>	$\triangleleft$	Addendum No. 12
[X]	Addendum No. 3	[×]	Addendum No. 8	[	]	Addendum No. 13
[X]	Addendum No. 4	[/]	Addendum No. 9	]	]	Addendum No. 14
[X]	Addendum No. 5	[X]	Addendum No. 10			

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

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

#### ATTACHMENT A

1. Vendors may submit questions relating to the Solicitation to the Purchasing Division. Questions must be submitted in writing.

Question submission deadline:

11/19/2012 at 2:00 pm

Submit questions to:

Tara Lyle, File 32

2019 Washington Street, East

PO Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

2. The bid opening date has moved from 11/20/12 to 11/29/2012. The bid opening time remains at 1:30 pm.



VENDOR

DATE PRINTED

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

#### Solicitation

NUMBÉR DIGCOP12 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Ricoh Americas Corporation 5 Dedrick Place West Caldwell, NJ07006

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

ADDRESS CHANGES TO BE NOTED ABOVE

BID OPENING DATE	2012 08/07/	2012		BTD (	OPENING TIM	E 1.	30PM
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SIGNATURE				LEPHONE		DATE	
TITLE	F	IN					

#### SOLICITATION NUMBER: DIGCOP12 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

# Applicable Addendum Category:

[ ]	<b>X</b> ]	Modify bid opening date and time
]	]	Modify specifications of product or service being sought
]	]	Attachment of vendor questions and responses
[	]	Attachment of pre-bid sign-in sheet
[	]	Correction of error
]	j	Other

**Description of Modification to Solicitation:** To move the bid opening date. The responses will be addressed in a separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

- 1. The bid opening date has moved from 07/26/2012 to 08/07/2012.
- 2. The questions submitted will be answered and issued under separate addendum.



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

### Solicitation

NUMBER DIGCOP12

P	ŅĠĘ	
	1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ARA LYLE 304-558-2544

RFO COPY TYPE NAME/ADDRESS HERE RICOH AMERICAS CORPORAT Dedrick Place 5 Dedrick Place West Caldwell, NJ 07006

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

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED 08/03/2012 BID OPENING DATE: 08/30/2012 BID OPENING TIME CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 4 \$EE ATTACHED PAGES. END OF ADDENDUM NO. 4 0001 1S 985-64 1. DIGITAL COPIERS THIS IS THE END OF REQ DIGCO 12 \*\*\*\*\* TOTAL: SIGNATURE TELEPHONE 973 -882-2000 8/13/2012

Account management and Support FEIN 22-2783521 WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# SOLICITATION NUMBER: DIGCOP12 Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

[X]	Modify bid opening date and time
[ ]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[ ]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
[X]	Other

**Description of Modification to Solicitation:** To move the bid opening date, vendor questions and responses attached, revised pricing pages attached, include newest version of the Purchasing Affidavit and open vendor question deadline to August 13, 2012.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

	Total Price for All Items		
ltem 1	Total Purchasing Price of Monochrome Bands 1 through 7	\$	1,764,631.00
Item 2	Total Purchas Price of Color Bands 1-4	\$	432,617.40
Item 3	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 24 Month Lease	\$	14,331.41
ltem 4	Total Monthly Lease Price of Color Bands 1 through 4 for 24 Month Lease	\$	6,163.15
ltem 5	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease	\$	185,822.15
Item 6	Total Monthly Lease Price of Color Bands 1 through 4 for 36 Month Lease	\$	85,057.70
Item 7	Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease	\$	93,545.05
Item 8	Total Monthly Lease Price of Color Bands 1 through 4 for 48 Month Lease	s	16,409.55
Total Pri	ce for All Items	\$	2,598,577.41

Vendor Name: R10	OH AME	RICAS (	CORPORATION
Contact Name: Stev	e Nordha	eim_	
Address: 5 Ded	cick Place	2	
West	Caldwell,	NJ 070	006
Phone No.: 804 Fax No.: 804	608 8033		
Authorized Signature:	Vist		_
V.P. Busine	SS Devola	magat	

Revised 11/30/2012

### ATTACHMENT A

- 1. The bid opening date has moved from 08/07/2012 to 08/30/2012.
- 2. Vendor questions and responses attached. See Attachment B. New specifications included See Attachment C.
- 3. Revised pricing pages attached. See Attachment D.

Vendors registered with the WV State Purchasing Division may download an electronic version of the bid forms at: http://www.state.wv.us/admin/purchase/newbul.htm

Vendors not registered with the WV Purchasing Division may request an electronic copy by contacting Tara Lyle with the WV Purchasing Division at <a href="mailto:Tara.L.Lyle@wv.gov">Tara.L.Lyle@wv.gov</a>. Please be sure to include the RFQ number in the subject line of your email.

- 4. Revised Cost Quote Forms attached. See Attachment E.
- 5. Newest version of Purchasing Affidavit attached.
- 6. Additional vendor questions will be accepted until close of business on August 13, 2012.

# ATTACHMENT B

Vendor questions and responses.

#### ATTACHMENT B

### **QUESTIONS:**

- Q1: Page 21: It states that only 81/2 X 14 paper sizes are required. You have many agencies that use 11 X 17. Usually the Band 1 equipment doesn't require 11 X 17, but the other Bands do.
- A1: If applicable to a particular band, the machine must be capable of copying 11 x 17 as well as 8 ½ x 11 and 8 ½ x 14.
- Q2: Will there be multiple awards or just one vendor?
- A2: One vendor.
- Q3: Can we use a third party leasing company for rentals?
- A3: If a third party leasing company is used, they will be held to the specifications of the contract.
- Q4: Will you issue purchase orders and make payments to our authorized dealers?
- A4: We will award the purchase order to the apparent successful vendor. Agencies will produce release orders based on their needs. Payment will be made to the vendor listed on the purchase order.
- Q5: Can you tell what the total spend was on the recently expired contract DIGCOPP09 was?
- A5: We do not have the ability to provide that information.
- Q6: Where can I find protocols on state degaussing, sanitizing or the destruction of a hard drive for this RFQ?
- A6: Data storing devices on equipment must not be encypted in such a way that would prevent any State agency from removing stored data at time of retirement.
- Q7: Is "reverse video graphic effects" a mandatory requirement for all bands?
- A7: Yes as well as the other scenarios listed in the specifications.
- Q8: Due to the needs in a contract such as this, please consider placing more than one acceptable vendor on the contract. Only giving 1 vendor the opportunity has a negative effect on West Virginia based firms and may not be in the best interest for the state long term.
- A8: Award of the DIGCOP12 contract will be to one vendor.

- Q9: Please provide a definition for newly manufactured.
- A9: Newly manufactured means manufactured in the current year and has not been used.
- Q10: Please review how the peripheral section of the bid will be considered. Not all devices have the same type of peripherals available.
- A10: Optional accessories will be applicable to a band. Please see revised bid form.
- Q11: 23 Cancellation The purchasing division Director may cancel any purchase or contract upon 30-days written notice to the vendor in accordance with WV Code of State Rules. How many times, if any times was this executed on the last contract (digcop09) by a state agency/political subdivision.
- A11: To best of our knowledge, no cancellations were executed on the last contract.
- Q12: Do Political subdivisions utilize this same clause as well, and if yes do they have to be approved through purchasing?
- A12: We are not associated with political subdivisions so we cannot speak on their behalf.
- Q13: Pricing When pricing the state could separate the rental cost and the cost per copy maintenance (true cost).
  This would allow agency to choose between usage or volume included at their current monthly volumes;
  [rental + usage each month] or [rental + (CPC x current volume) = monthly payment
- A13: See revised pricing pages. The usage has remained the same due to agencies not getting a fluctuating billing every month. With a set usage amount, agencies can budget monthly expenditures.
- Q14: Based on pre-bid meeting, we were ask to submit our thoughts.
  - H & I Copier Classifications Based on the new standards in technology can the state adjust the volume bands.

Example Band 1,2, and 3 are all the same machine for most vendors. What is most common:

Band 1 minimum 20 pages per minute copy/print/scan 81/2 by 14 page size optional fax

Band 2 minimum 25 pages per minute copy/print/scan 11 x 17 paper size, optional fax, optional staple finisher.

Band 3 minimum 30 pages ECT.

Color copiers classification

Band 1 minimum 20 pages per minute 11 x 17 c/p/s optional fax, staple finisher

Band 2 minimum 130 pages per minute 11 x 17

Band 3 minimum 40 pages per minute 11 x 17

Band 4 minimum 50 pages per minute 11 x 17

A14: The bands for monochrome and color copiers have changed slightly. Please see revised "Cost Quote Forms". The bands are as follows:

Monochro	me:	Color:	
Band 1	18 cpm	Band 1	18 cpm
Band 2	25 cpm	Band 2	25 cpm
Band 3	30 cpm	Band 3	30 cpm
Band 4	40 cpm	Band 4	40 cpm
Band 5	50 cpm		
Band 6	60 cpm		
Band 7	70 cpm		

- Q15: Will the contract bid opening date be extended to July 17, due to July 4 holiday.
- A15: Bid opening will be moved to August 30, 2012. There will be another question deadline. Vendors have until the close of business on August 13, 2012. If necessary, another addendum will be issued to respond and provide clarifications.
- Q16: In addition to purchasing and rental quotes for digital and color copiers, would the State of West Virginia also be interested in a quotation for Managed Print Services on a cost per impression basis to cover hardware, break-fix services, and consumables management for the specified equipment?
- A16: No.
- Q17: What is the minimum term for the contract? Section 3 states a one year term Section 3 states a one year term, with vendor applying for two, one year extensions. Later, the document states a term of 24, 36, or 48 months plus two, one year extensions. Can you please clarify?
- A17: The contract will be a one-year contract with the possibility of two (2) one-year renewals. If an agency decides to lease, a release order will be issued and this particular release may last 24, 36 or 48 months depending on the release order.
- Q18: Section seven talks about "roofing systems". Please clarify.
- A18: Any sections checked is applicable to the RFQ. If the section does not have a checkmark, please disregard.

- Q19: Leasing (or recurring charges) typically are billed in advance, with usage (variable charges) billed in arrears. Billing recurring charges in arrears may add to the TCO through higher financing rates. Please confirm that leasing or rental fees are allowed to be billed in advance.
- A19: Payment may only be made after the delivery and acceptance of goods, therefore, payment must be made in arrears.
- Q20: Please consider eliminating a volume allowance in the base payment. Including an allowance effectively enforces a volume minimum, which may likely add cost to the State.
- A20: See Question and Answer 14.
- Q21: Please provide the finance rate factors for the state financing contract referenced. Or, should each vendor use their own best available rates?
- A21: The State financing contract is for financings over \$250,000.00. The State's financing contract will probably not be applicable.
- Q22: Is section 23 considered a "termination for convenience", or "termination for breach" clause. The former may add costs to the State for evaluation of termination risk.
- A22: Applicable to both.
- Q23: I would like to request that the contract be changed to a multi-vendor award per band to allow agencies a choice in who they do business with, and to make sure that they are able to obtain systems that will meet all of their copy/print/scan/fax needs. Agencies may have certain functionality needs that may not even be offered by just the lowest bidder.
- A23: The contract will be awarded to one vendor.
- Q24: Document security with hard drives has become a major issue of the past few years. Hard drive security features should include that images of copies, prints, faxes, or scans cannot be accessible during the life of the copier as well as when the copier is returned or disposed of.
- A24: See question and answer 6.
- Q25: I would recommend changing the band 1 color to 11-20 cpm, and adjusting the other color bands accordingly.
- A25: See question and answer 14.

- Q26: I would also suggest adding a few more color bands to the list, maybe up to a 60 cpm band. Color copiers have a much lower cost per page and have more functionality than stand-alone printers, therefore making them a better choice for productivity and cost savings.
- A26: See question and answer 14.
- Please clarify if 11x17" paper requirement. Which bands if any will be required to have 11x17 capabilities? This is not a feature that can be added at a later time, and systems that have an 11x17 capability can not be equally compared with systems that only make up to 8 ½ x14" copies/prints.
- A27: If applicable to a particular band, the machine must be capable of copying 11 x 17 as well as 8 ½ x 11 and 8 ½ x 14.
- Q28: On the cost sheets for monochrome systems, why are all of the overages for each band 5000 copies?
- A28: This is an estimate for evaluation purposes only.
- Q29: Should they be adjusted for the allowed number of copies per band?
- A29: No.
- Q30: And should the color bands copy charges be adjusted to higher volumes per band to correspond with the larger/faster systems in each band?
- A30: See question and answer 14. This is an estimate for evaluation purposes only.
- Q31: How will accessories be evaluated? On past contracts the accessory page listed all of the available accessories for each model, but was not apart of the evaluation. Not all manufactures will have the same accessory offerings and this would make it very difficult to evaluate comparable cost.
- A31: The evaluation and basis for award have changed. As stated in the specifications and in earlier responses, the contract will be awarded to one (1) vendor. The successful vendor must be able to provide everything referred to the specifications and addendums for the entire State of West Virginia.

We have chosen the five (5) optional accessory items (Scanning, network printing, fax, staple and document feeder) to be included with each band. You must provide a price for the base machine and these stated accessories according to the revised pricing pages.

The rest of the optional accessories, excluding the five (5) mentioned above, may be purchased from agencies from the vendor's catalog. Vendors must provide a

single percentage discount applicable to all items on your list or catalog of optional accessories. A section has been added to the pricing pages.

The award will be based on the pricing pages only. The "DIGCOP12 – Copier Accessory Option Listing" pages for purchase price and lease options will no longer be applicable to the basis of award. The vendor with the lowest grand total for the pricing pages only, meeting the specifications with the most complete bid will be awarded the contract. There will not be a multiple award contract.

Please see Attachment C for new language.

- Q32: Please provide your current inventory list with lease expiration dates by location with print volumes for monochrome and color.
- A32: We do not have the ability to provide that information
- Q33: Regarding section 6 on page 4, please clarify how many originals and copies of the RFQ for each category, Technical and Cost, the State requires for this solicitation?
- A33: Only one copy of your bid is necessary for submission. However, this section does not apply because this solicitation is not a RFP (Request for Proposal). It is a RFQ (Request for Quotation).
- Q34: Regarding section 6 on page 4, please clarify whether Addendum 1 would be completed and labeled as the Cost proposal.
- A34: This section does not apply because this solicitation is an RFQ or Request for Quotation.
- Q35: Regarding section 6 on page 4, please clarify the items / forms that would be completed and labeled as the Technical proposal.
- A35: This section does not apply because this solicitation is an RFQ or Request for Quotation.
- Q36: Regarding section 13, please provide instructions for the registration process (i.e. web address, contact information, etc.).
- A36: You do not have to be a registered vendor in order to bid on the RFQ. If you are not a registered vendor and you are the apparent successful vendor, you would need to become registered with our office. I have included the link to our website which explains the vendor registration process and as well as the Vendor Procurement Guide.

http://www.state.wv.us/admin/purchase/VendorReg.html http://www.state.wv.us/admin/purchase/vrc/VPG/default.html

Q37:	Regarding section 16, will the State permit payment to a leasing agency directly?
A37:	The State can only pay the vendor who is awarded the contract.
Q38:	Regarding section 16, will the State sign lease documents?
A38:	Not if leased through another company.
Q39:	Regarding section 20, if our dealer is located in West Virginia, will we qualify for the West Virginia resident preference by signing a joint venture agreement?
A39:	Please see the West Virginia Code § 5A-3-37 regarding vendor preference.
Q40:	Regarding section 20, where may we obtain a Resident Vendor Certification form?
A40:	Please see our website at the following link:
	http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf
Q41:	Regarding section 21, please provide a list of all registered MBWE, diverse, and small business firms that are currently registered with the State of West Virginia that would qualify for this opportunity.
A41:	Please see our website at the following link:
	http://www.state.wv.us/admin/purchase/VendorReg.html
Q42:	Regarding section 43, which banking institution manages the State's procurement card program?
A42:	Please contact the State Auditor's Office at 304-558-2251 to obtain more
Q43:	information. Regarding section 43, what level of p-card is used?
A43:	Please contact the State Auditor's Office at 304-558-2251 to obtain more information.
Q44:	Regarding section 49, does the list of persons who will be physically present and working at the Capital Complex need to be submitted with our response or may this requirement be completed upon contract award?
A44;	This may be submitted after the contract award.

Q45: Regarding section 49, what is the cost associated with the fingerprint and Federal background check? A45: We are unable to provide this information, however, the Division of Protective Services at 304-558-9911 may be able to offer more information. Q46: Regarding the Specifications section IV. Item F, who is the State's financing partner that facilitates this program? A46: See question and answer 22. Q47: Regarding the Specifications section V, please clarify the requirement for 5-Year Experience Information. Should this be a free form written description of our experience or do you have a specific format or form that needs to be completed? A47: We do not have a specific format or form. Q48: Regarding the Specifications section V, where may we locate the Subcontractor/Joint Venture Information form? A48: This form is not applicable and is being removed from the specifications. Q49: Regarding the Specifications section V, where do we locate the Vendor Information Form? A49: This form is not applicable and is being removed from the specifications. Q50: The addendum lists 350 or so units, is that the expected number of units to be acquired in the first year of the contract or is that the total number of units within the State's fleet of copiers? A50: This is an estimated quantity for bid and evaluation purposes. Q51: What is the State's desired rollout schedule (how many new MFDs per month, per year)? A51: Unknown. Q52: The RFQ does not mention 11 X 17 capability. Most MFDs that only go up to 8 1/2 x 14, which are considered an A3 class machine, are not as durable as those that go up to 11 x 17, which is considered an A4 class machine. Is it the intention of this bid to accept the smaller A4 machines for all classes? A52: If applicable to a particular band, the machine must be capable of copying 11 x 17 as well as 8 ½ x 11 and 8 ½ x 14.

Q53: Please clarify the requirement for electronic sorter or finisher sorter (i.e. does it require stapling?). A53: It will require stapling Q54: Is the State only looking for included monthly impressions on the monochrome units? A54: Monochrome copiers will have a monthly copy volumes included on the bands while the color copiers will have per click charge for color and monochrome copies. Also, see question and answer 14. Q55: Please clarify which forms / requirements must be completed with the response vs. the forms / requirements that must be completed upon contract award. A55: Please refer to the specifications. It is noted which forms are to be submitted with bid or prior to award. Please be sure you have a valid signature on your bid and the cost form should be returned with your bid. Q56; May we please have another Q&A submission round to clarify any questions that may result from the first round of responses to vendor questions? A56: Another question deadline has been set for 08/13/2012. You may submit additional questions by the close of business. Please refer to Section 4 in the "Instructions to Vendors Submitting Bids" in the original RFQ. Q57: To provide the State of West Virginia with a comprehensive response that considers all of your valued feedback, we respectfully request a one week extension for RFP due date. A57: The bid opening will be extended to August 30, 2012.

# ATTACHMENT C

New specifications.

### ATTACHMENT C

- 1. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 1.1 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 1.2 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog.
  - 1.3 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  - 1.4 "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalog Price for an Eligible Item by the Discount Percentage quoted by Vendor on the Pricing Page.
  - 1.5 "Eligible Item" means digital copier optional accessories.
  - 1.6 Percentage Discount: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

### 2. Catalog:

- 2.1 Submission. Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Eligible Items under this Contract.
- 2.2 Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

# ATTACHMENT D

Revised Pricing Pages.

# DIGCOP12 - Pricing Pages - Revised 8/6/12

Item No.		Description	Brand Name	Model No.	Est. Quantity (EA)	Unit Maintenance Charge	Extended Maintenance Charge	Unit Price	Extended Price excluding Maintenance	Extended Price including Maintenance
1	Purchase Price									
		Monochrome								
		Band 1			85		0.00		0.00	0.00
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 2			80		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 3			50		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 4			30		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000	105 441			0.00	0.0
		Band 5			20		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 6			5		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 7			10		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
								Total A	0.00	0.0
		Color								
		Band 1			5		0.00		0.00	0.0
		Color Copy Charge	9		2,000				0.00	0.0
		Monochrone Copy C	harge		4,000				0.00	0.0
		Band 2			25		0.00		0.00	0.0
		Color Copy Charge	9		2,000				0.00	0.0
		Monochrone Copy C	harge		4,000				0.00	0.0
		Band 3			20		0.00		0.00	0.0
		Color Copy Charge	2		2,000				0.00	0.0
		Monochrone Copy C	harge		4,000	April 3 Billion	*		0.00	0.0
		Band 4		- Company	20		0.00		0.00	0.0
		Color Copy Charge			2,000				0.00	0.0
		Monochrone Copy C	harge		4,000				0.00	0.0
								Total B	0.00	0.0
							Total C (Total	A + Total B)	0.00	0.0

ltem No.		Description	Brand Name	Model No.	Est. Quantity (EA)	Unit Maintenance Charge	Extended Maintenance Charge	Unit Price	Extended Price excluding Maintenance	Extended Price including Maintenance
2	24-month	Monochrome								
		Band 1			1		0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of		5,000				0.00	0.00
		Band 2			5		0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of		5,000		15 15 25 14		0.00	0.00
		Band 3			5		0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of	and the second second second	5,000				0.00	0.00
	l	Band 4			5		0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of		5,000				0.00	0.00
		Band 5			5		0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of		5,000	Harmon Head			0.00	0.00
		Band 6			5	, iii	0.00		0.00	0.00
		Per copy overage ch	arge for copies in excess of		5,000		Statement Burn		0.00	0.00
		Band 7			5		0.00		0.00	0.00
		Per copy overage charge for copies in excess of			5,000				0.00	0.00
					ki kirkirka njersa			Total D	0.00	0.00
		Color				A march 1971		ie Transe 📖	BILL STEWN	
		Band 1			5		0.00		0.00	0.00
		Color Copy Charge		incorporate i antilizza	2,000				0.00	0.00
		Monochrone Copy Cha	rge		4,000				0.00	0.00
		Band 2			5		0.00		0.00	0.00
		Color Copy Charge		Later and the same	2,000				0.00	0.00
		Monochrone Copy Cha	rge	to the state of the second	4,000				0.00	0.00
		Band 3			5		0.00		0.00	0.00
		Color Copy Charge			2,000				0.00	0.00
		Monochrone Copy Cha	rge		4,000				0.00	0.00
		Band 4			5		0.00		0.00	0.00
		Color Copy Charge		V	2,000				0.00	0.00
		Monochrone Copy Cha	rge		4,000	dania dania da			0.00	0.00
								Total E	0.00	0.00
							Total F (Total	D + Total E)	0.00	0.00

Item		Description	Brand Name	Model No.	Est. Quantity (EA)	Unit Maintenance Charge	Extended Maintenance Charge	Unit Price	Extended Price excluding Maintenance	Extended Price including Maintenance
3	36-month	Monochrome								
3	Joo monar	Band 1			30		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 2	l l		5		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 3			250		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 4			105		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 5	dialige to: depice in energy		95		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 6	draige ior depice in excess s		70		0.00		0.00	0.00
			charge for copies in excess of		5,000				0.00	0.00
		Band 7	dialige for sopies in sites a		35		0.00		0.00	0.00
			charge for copies in excess of		5,000		Real HIERon		0.00	0.00
		r er copy overage	charge to explor in altered to				Pill Said glieby	Total G	0.00	0.00
		Color				de la Salana de Carin			Mark Carlo	
		Band 1		THE COLUMN TWO IS NOT	5		0.00		0.00	0.00
		Color Copy Charge	a		2,000		Enclose !		0.00	0.00
		Monochrone Copy C			4,000				0.00	0.00
		Band 2			10		0.00		0.00	0.00
		Color Copy Charge	a		2,000	politica a surface			0.00	0.00
		Monochrone Copy C			4,000		Birth 1966		0.00	0.00
		Band 3			215	1 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.00		0.00	0.00
		Color Copy Charge	e		2,000	er until sen			0.00	0.00
		Monochrone Copy (			4,000	BILLY TIN			0.00	0.00
		Band 4	5.00		140		0.00		0.00	0.00
		Color Copy Charg	e		2,000				0.00	0.00
		Monochrone Copy (			4,000		Edikin		0.00	0.00
		Monocia one copy						Total H	0.00	0.00
							Total I (Total	G+Total H)	0.00	0.00

0.00	
	<b>Grand Total</b>
	including
	Maintenance
0.00	Cost:

0.00

Grand Total excluding

Maintenance Cost:

Item No.		Description	Brand Name	Model No.	Est. Quantity (EA)	Unit Maintenance Charge	Extended Maintenance Charge	Unit Price	Extended Price excluding Maintenance	Extended Price including Maintenance
4	48-month	Monochrome	TETRELIT							
		Band 1			30		0.00		0.00	0.0
			arge for copies in excess of		5,000				0.00	0.0
		Band 2			40		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 3			110		0.00		0.00	0.0
		Per copy overage cha	arge for copies in excess of		5,000				0.00	0.0
		Band 4			50		0.00		0.00	0.0
			arge for copies in excess of		5,000				0.00	0.0
		Band 5			45		0.00		0.00	0.0
			arge for copies in excess of	Stem and the second state of	5,000	lining paragraphic	Section 2		0.00	0.0
		Band 6			40		0.00		0.00	0.0
			arge for copies in excess of		5,000		h puelesin		0.00	0.0
		Band 7			30		0.00		0.00	0.0
			arge for copies in excess of		5,000		ALCOHOL: BUS		0.00	0.0
		r c. copy c.c.age c.			u - de de de		And the second	Total J	0.00	0.0
		Color								
		Band 1			5		0.00		0.00	0.0
		Color Copy Charge			2,000				0.00	0.0
		Monochrone Copy Cha	rge		4,000	R. E. F. Tag			0.00	0.0
		Band 2			5		0.00		0.00	0.0
		Color Copy Charge			2,000				0.00	0.0
		Monochrone Copy Cha	rge		4,000	Being early			0.00	0.0
		Band 3			20		0.00		0.00	0.0
		Color Copy Charge		Lille I chilaid	2,000		Per Culture.		0.00	0.0
		Monochrone Copy Cha	irge		4,000				0.00	0.0
		Band 4			50	Ì	0.00		0.00	0.0
		Color Copy Charge		Entered Animal Systematics	2,000	from the wife of S	September 1960 in		0.00	0.0
		Monochrone Copy Cha	arge	SERVICE TO	4,000	a remillera	Strain III		0.00	0.0
					Atlanti		Extendible	Total K	0.00	0.0
							Total L (Total J	+ Total K)	0.00	0.0

<sup>\*\*</sup> Quantities listed on this bid form are approximations only and for the purpose of Warranty prices to be evaluation. The actual quantity ordered may be more or less. included in the pricing.

Accessories listed below are to included to applicable bands for purchase price and lease options listed above. These prices must be included in the pricing above.

Item No.	Description	Brand Name	Model No.	Est. Quantity (EA)	Unit Price	Extended Price
5	Scanning			1		0.00
6	Network printing			1		0.00
7	Fax			1	(40)	0.00
8	Staple			1		0.00
9	Document Feeder			1		0.00

Total 0.00

This section will not be included in the basis for award.

Vendor must provide a percentage discount for all applicable optional accessories available in the vendor's product

catalog.

Vendor's Discount
Percentage \_\_\_

\_\_\_%

VENDOR:	BRAND:
	MODEL#:
MINIMUM SPECIFICATIONS:  Mfg copy volume 10,000 month Copy speed 18 cpm Features: 250 sheet paper capacity Bypass tray Auto document feeder	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS: Mfg copy volume 20,000 month Copy speed 25 cpm Features: 500 sheet paper capacity Bypass tray Auto document feeder	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL#:
MINIMUM SPECIFICATIONS: Mfg copy volume 45,000 month Copy speed 30 cpm Features: 1,500 sheet paper capacity 2 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

VENDOR:	BRAND:
	MODEL #:
MINIMUM SPECIFICATIONS:  Mfg copy volume 40,000 month Copy speed 40 cpm Features: 1,000 sheet paper capacity 3 paper sources Auto duplexing Auto document feeder Electronic sorting or finisher/sorter (indicate sheets)	(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 2

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

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

(Check the	box next to each addendum	n receive	d)	
-	Addendum No. 1	[	]	Addendum No. 6
[ 🗸	Addendum No. 2	]	]	Addendum No. 7
$[\nu]$	Addendum No. 3	]	]	Addendum No. 8
[ ]	Addendum No. 4	[	]	Addendum No. 9
[ ]	Addendum No. 5	[	j	Addendum No. 10

Addendum Numbers Received:

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

Company

Authorized Signature

7-18-2012

Date

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



VENDOR

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

### Solicitation

NUMBÉR DIGCOP12 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

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

RFQ COPY TYPE NAME/ADDRESS HERE Ricoh Americas Corporation & 5 Dedrick Place West Caldwell, NJ 07006

DATE PRIN	TED					
08/27/ BID OPENING DATE:	2012			0.000		景·罗·莱·克·克
LINE	09/13/ QUANTITY	2012 UOP CAT.	ITEM NUM	MBER BID O	PENING TIME 1; UNIT PRICE	3 O PM AMOUNT
	SEE ATTACHED	ADDENDU	M NO. 5			
		END OF ADD	ENDUM NO.	5		
0001			985-64			
	DIGITAL COPI	ERS			a .	
	***** THIS	IS THE EN	O OF RFQ	DIGCOP	12 ***** TOTAL:	
	1 / .				,	
SIGNATURE	1/11/	/		TELEPHONE 97	13-882-2000 DATE O	1-4-2012
Account Manage	Ment and Support	in 22-278.				TO BE NOTED ABOVE

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

## SOLICITATION NUMBER: DIGCOP12

Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

A	opli	icab	le .	Add	lend	lum	Catego	ny:
---	------	------	------	-----	------	-----	--------	-----

[ 2		Modify bid opening date and time
[	]	Modify specifications of product or service being sought
]	]	Attachment of vendor questions and responses
]	]	Attachment of pre-bid sign-in sheet
]	]	Correction of error
ſ	1	Other

Description of Modification to Solicitation: To move the bid opening date. The responses for the second round of questions will be addressed in a separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

- 1. The bid opening date has moved from 08/30/2012 to 09/13/2012.
- 2. The responses to the second round of questions will be issued under a separate addendum.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

<u>Addendu</u>	n N	umbers Received:					
(Check the	box	x next to each addendum recei	ived	)			
[ \	]	Addendum No. 1	ſ	]	Addendum No. 6		
[~	-/	Addendum No. 2	]	]	Addendum No. 7		
[ ~	1	Addendum No. 3	]	]	Addendum No. 8		
[/	]	Addendum No. 4	]	]	Addendum No. 9		
[~	ĵ	Addendum No. 5	[	]	Addendum No. 10		
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.  Rich Americas Corporation							
					Company		
				1	/ not (		
					Authorized Signature		
		š		C	7-4-2012		

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

Date



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

### Solicitation

NUMBER	
DTGC	OP12

 AA	OF	1000
 PA	GE	100

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE RICOH AMERICAS CORPORATIO 5 Dedrick Place West Cald Well, NJ 07006

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

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRIN	TED							
09/06 BID OPENING DATE:	/2012							
And the state of t	031.43	<del>2012</del>	CAT	ITEM NUMI	BID	OPENING TIM		30PM AMOUNT
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SIGNATURE	10 11	7	x (3 4, -1, -1)		TELEPHONE C		DATE C	3/8/2/12
		(			U	13-882-200	0	9/8/2012

## SOLICITATION NUMBER: DIGCOP12 Addendum Number: 6

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

[ >		Modify bid opening date and time
]	]	Modify specifications of product or service being sought
[	]	Attachment of vendor questions and responses
[	]	Attachment of pre-bid sign-in sheet
[	]	Correction of error
ſ	1	Other

Description of Modification to Solicitation: To move the bid opening date. The responses for the second round of questions will be addressed in a separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

- 1. The bid opening date has moved from 09/13/2012 to 09/25/2012.
- 2. The responses to the second round of questions will be issued under a separate addendum.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

[1	Addendum No. 1	[(	X	Addendum No. 6	
[/]	Addendum No. 2	[	]	Addendum No. 7	
[ 1	Addendum No. 3	[	]	Addendum No. 8	
[V]	Addendum No. 4	[	]	Addendum No. 9	
[1]	Addendum No. 5	[	]	Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.					
			R	icoh Americas Corporation	
		_		Company	
				Authorized Signature	
		_		9/8/2012	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

### Solicitation

NUMBER DIGCOP12 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

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

REQ COPY TYPE NAME/ADDRESS HERE RICOH AMERICAS CORPORATION 5 Dedrick Place West Caldwell, NJ 07006

DATE PRIN  09/20/ BID OPENING DATE:	2012	0.404.4	2012			D.Z.D.			
LINE	QUANTI	0/04/ TY	U0P	CAT. No.	ITEM NUMB		OPENING TIME UNIT-PRICE	01	:30PM AMOUNT
	SEE ATT	ACHED	PAGE	DUM N	0. 7 DUM NO. 7		r,		
(0001	DIGITAL	1	LS ERS		985-64			}	
	*****	THIS	IS T	HE EN	D OF RFQ	DIGCO	P12 ***** T07	`AL;	
			2						

SIGNATURE

TELEPHONE 93-882-2000 DATE 10/1/2012

TITLE VILL PRESENT OF STANGE FEIN 22-2783521

ADDRESS CHANGES TO BE NOTED ABOVE

## SOLICITATION NUMBER: DIGCOP12 Addendum Number: 7

The purpose of this addendum is to modify the solicitation identified as DIGCOP12 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

[ }	[]	Modify bid opening date and time
]	]	Modify specifications of product or service being sought
[	]	Attachment of vendor questions and responses
[	]	Attachment of pre-bid sign-in sheet
[	]	Correction of error
]	]	Other

**Description of Modification to Solicitation:** To move the bid opening date. The responses for the second round of questions will be addressed in a separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

- 1. The bid opening date has moved from 09/25/2012 to 10/04/2012.
- 2. The responses to the second round of questions will be issued under a separate addendum.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DIGCOP12

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

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

### 

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

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



### CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER	CONTACT NAME:					
Willis of New York, Inc. c/o 26 Century Blvd.	PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378					
P. O. Box 305191	E-MAIL ADDRESS certificates@willis.com					
Nashville, TN 37230-5191	INSURER(S)AFFORDING COVERAGE NAIC#					
	INSURERA: Travelers Property Casualty Insurance Com 36161-001					
INSURED Ricoh Americas Holding Inc.	INSURERB: Travelers Property Casualty Company of Am 25674-004					
IKON Office Solutions Inc.	INSURERC: Tokio Marine & Nichido Fire Insurance Co. 12904-001					
5 Dedrick Place West Caldwell, NJ 07006	INSURER D:					
	INSURER E:					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER: 17946572	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.						
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE						
INSR LTR TYPE OF INSURANCE ADD'L SUBR NSRD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS					

GENERAL LIABILITY A 3C2JGLSA1193R908TIL12 4/1/2012 4/1/2013 **EACH OCCURRENCE** 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurence) COMMERCIAL GENERAL LIABILITY 300,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 2,000,000 POLICY X LOC B AUTOMOBILE LIABILITY 4/1/2012 4/1/2013 COMBINED SINGLE LIMIT (Ea accident) 3IWJCAP1193R853TIL12 1,000,000 X ANY AUTO BODILY INJURY(Per person) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED X BODILY INJURY(Per accident) X PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS X C UMBRELLA LIAB OCCUR CU640216703 4/1/2012 4/1/2013 **EACH OCCURRENCE** 5,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE 5,000,000 DED X RETENTIONS 10,000 WC STATU-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT NIA OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required) Named Insured includes Ricoh Americas Corporation. OFFICIAL TELLOL BED

CERTIFICATE HOLDER	CANCELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Evidence of Insurance.	AUTHORIZED REPRESENTATIVE				
Evidence of insurance.	1				
8.●3					
i i	Man				

MMNamed Insured: Ricoh Americas Holding

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