



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

Solicitation

NUMBER
ISCP0050

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

RFO COPY

VENDOR	PEAKE OFFICE SOLUTIONS
	PO Box 2384 Huntington, WV 25724

SHIP TO	WV OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD., E. BUILDING 5, 10TH FLOOR CHARLESTON, WV
	25304 304-558-5472

DATE PRINTED
04/14/2014

BID OPENING DATE: 05/20/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		966-24		
CUT SHEET PRINTER FOR PRINT SHOP						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, SEEKS TO ESTABLISH A CONTRACT TO PURCHASE A HIGH SPEED LASER HIGHLIGHT COLOR CUT SHEET PRINTER AND OPEN-END SERVICES FOR THE PRINTER PER THE ATTACHED SPECIFICATIONS , AND TERMS AND CONDITION AS ATTACHED.						
***** THIS IS THE END OF RFQ ISCP0050 ***** TOTAL:						
05/20/14 08:37:52AM West Virginia Purchasing Division						

SIGNATURE	<i>Beth M. ...</i>	TELEPHONE	304-638-5005	DATE	5-19-2014
TITLE	Agent Owner	FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- ☒ A pre-bid meeting will not be held prior to bid opening.
- ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

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

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

Question Submission Deadline: May 5th, 2014 at 10:00 AM. EST.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
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: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: May 20th, 2014 at 1:30 PM. EST.

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

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

GENERAL TERMS AND CONDITIONS:

1. **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:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of _____ 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 _____ 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.

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

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

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

☒ **Other:** See attached.

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

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

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

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

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

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

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

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

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

- ☐ **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 _____. 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.
- ☐ **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.

- ☐ **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.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

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

☐
☐
☐
☐

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. 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.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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."

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

19. 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.

20. 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.

21. 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.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations 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, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **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.
24. **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.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **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.
29. **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 Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <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.

30. **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.
31. **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.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

38. [RESERVED]

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

40. 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 nondisclosure 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 applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. 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.

42. 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.

- 43. 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.

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

☐

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. 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.
- 49. 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State of West Virginia Office of Technology to establish a contract for the purchase of a high speed laser highlight color cut sheet printer.

2. **CURRENT OPERATING ENVIRONMENT:**

Current printing technology operates within:

Average room temperature is $72^{\circ} \pm 4^{\circ} \text{F}$

Electrical output available is 3 phase 100 -240 V

3. **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.

3.1 **“Contract Item”** means Xerox DocuTech 155HLC or Ricoh C901+ Production Color Printer, or equal, as identified below.

3.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

3.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as ISCP0050.

3.4 **“Agency”** means the customer, i.e. the West Virginia Office of Technology.

3.5 **“DPI”** means dots per inch.

3.6 **“Supply Cost”** means usage of toner, developer for printing, and the cost of that usage.

3.7 **“PCL”** means printer command language. Version 5 and 6 are growing languages of the language.

3.8 **“TCP/IP”** means a set of communications protocols used for Internet and similar networks.

3.9 **“PDF”, EPS, TIFF, JPEG”**- means the document formats needed for this RFQ. They are Portable document format, Encapsulated postscripts, Tag Image File Joint Photographic Experts Group

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

3.10 "BASE T"- The leading number 10 in 10BASE-T refers to the transmission speed in Mbit/s

4. GENERAL REQUIREMENTS:

4.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor shall provide Xerox DocuTech 155HLC or Ricoh C901+ or equal.

4.1.1.1 The equipment shall be new. Remanufactured or warranted-as-new equipment is unacceptable.

4.1.1.2 Must be capable of printing red highlight color (spot color) and monochrome.

4.1.1.3 Must be able to print a minimum of 300,000 pages per month with a duty cycle of at least 600,000. A duty cycle is a recommended time between printing and rest period for the equipment to avoid overheating.

4.1.1.4 Must have external print controller Fiery System FS-100Pro or equivalent (this is used to get the best print quality when using spot color). Equivalent software at a minimum must allow third party administrators and managers to edit and manage documents for the printing specialist team.

4.1.1.5 Must be compatible with agency's Windows Professional 32 and 64 bit Operating System.

4.1.1.6 Controller must have disk space capacity of at least 1 terabyte.

4.1.1.7 Must support 1200x1200 DPI.

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

- 4.1.1.8 Must print at least 90 pages per minute with highlight and monochrome (black and white) printing.
- 4.1.1.9 Must support pantone calibration to support spot colors seamlessly. This industry standard configuration allows for even distribution of color printing.
- 4.1.1.10 Must support PCL5c, PCL6, Genuine Adobe Postscript 3, Native PDF, EPS, TIFF/IT, JPEG.
- 4.1.1.11 Must support TCP/IP with Ethernet connectivity: 1000/100/10 Base-T.
- 4.1.1.12 Must support Web Image Monitor Remote Administration and @Remote diagnostics or equal. The software must allow users to diagnosis and print remotely. An equivalent software must allow at a minimum any authorized users to log on remotely to monitor print jobs and their queued jobs list.
- 4.1.1.13 Must have front to back registration of 0.5 mil or less. This feature must ensure precise image alignment when producing duplexed prints.
- 4.1.1.14 Must utilize chemical polymerized toner and oil-less fusing.
- 4.1.1.15 Must include paper library function linked to a paper catalog with no less than 1,000 entries. This function allows users to create, modify, and save media type settings for optimal printer performance.
- 4.1.1.16 Must have a minimum input capacity of (4) input trays: Total 6,500 sheet capacity, expandable to 6 input trays with 10,500 sheet capacity. At a minimum the paper trays must accept paper sized

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

from 5.5"x8.5" to 13"x19.2." Additional dimensions will be accepted but the aforementioned dimensions are a must.

- 4.1.1.17 Must have air assisted paper trays to efficiently handle large paper runs and separating thick or glossy stocks prior to exiting paper tray.
- 4.1.1.18 Must have paper decurler unit to adjust for curl due to heat.
- 4.1.1.19 Must have a buffer pass feature or equivalent to cool toner immediately after leaving fusing station. Feature crystallizes the toner, enhancing the color while preventing bricking.
- 4.1.1.20 Must have a minimum of a ten sheet purge tray or equivalent to collect misfeeds without having to clear paper jams.
- 4.1.1.21 Must have a high capacity stacker with at least 5,000 sheet capacity that will accommodate 8.5"x11" – 13"x19" forms.
- 4.1.1.22 Must include print per image for both color and black & white toner.

**4.2 INSTALLATION, DE-INSTALLATION, AND MAINTENANCE
REQUIREMENTS**

- 4.2.1 Vendor shall install the Contract Item at the Agency's site:

1900 Kanawha Blvd E.
Charleston WV 25305
Building 6 Room B-148

There is a loading dock adjacent to the building. The dock area is accessible by tractor-trailer. The dock itself is approximately four (4) feet high.

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

There are no tight turns, carpet, or other such obstacles between the loading dock and the equipment.

- 4.2.2 Formal issuance of notice to proceed will be notice to proceed with delivery of the contract items. Vendor and Agency shall meet at the Agency's premises within 10 days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date and time. Vendor must be flexible to accommodate Agency commitments as this Contract Item can only be installed during the last 10 days of the month.
- 4.2.3 Printer must be operational within 24 hours after the installation. All mandatory functionality listed within this RFQ will be tested; a formal change order from the Agency to the Purchasing Division will be pursued thereafter. Upon receipt of this official change order, the warranty will begin.
- 4.2.4 Vendor shall provide on-site training to all operators, including nightshift, within the first 36 hours of operation. At a minimum this is to include at no cost a demonstration of all printer features, command functions and the replacement of consumable items.
- 4.2.5 Vendor shall include the cost to warrant for one year in the cost of the printer. Vendor will list the cost to maintain the Contract Item for the first year of ownership. Subsequently the vendor will list the price maintenance for two additional one-year periods. Active maintenance from the Vendor will ensure that the vendor will make any necessary repairs, replace any defective parts, perform preventative maintenance, install/update software changes, replace all monthly consumables other than paper and staples

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

as well as any modifications required to maintain the Contract Items at no cost to the Agency.

- 4.2.6 Vendor must provide 7 day / 24 hour service with (1) hour call back and (4) hour on-site support for the duration of the warranty period.

5. CONTRACT AWARD:

4.1 Contract Award: The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

In completing the pricing page for this solicitation, a vendor should utilize the Excel pricing sheet to input associated cost per unit of measure provided. Cost of maintenance must include the cost of replacing all consumables other than paper and staples. The estimated annual usage per month has been provided. The extended annual cost will be calculated by multiplying the cost per unit of measure and the agency provided estimated quantity. Vendor is requested to include also the cost of consumables should the agency exceed the projected usage.

NOTE: The estimated purchase volume 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

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. 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 the Buyer. Please include the solicitation number or name in the subject line: Guy.L.Nisbet@WV.Gov.

6. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
ISCP0050 - HIGH SPEED LASER CUT SHEET PRINTER

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 14 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Building 6, Room B-148, 1900 Kanawha Blvd E, Charleston WV 25305.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. 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.

7.5 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.

ISCP0050 Exhibit "A"
Pricing Page

ITEM	Description	Proposed Brand	Proposed Model Number	Unit of Measure	Unit Price	Estimated Monthly Quantity	Extended Price
1	Xerox DocuTech 155 HLC or Ricoh C901+ or Equal			Each		1	
2	1st Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages			month		12	
	Monthly Overage cost of consumables for Black and White pages over 300,000			Per 1000		12	
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000			Per 1000		12	
3	2nd Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages			month		12	
	Monthly Overage cost of consumables for Black and White pages over 300,000 (Year 2)			Per 1000		12	
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000 (Year 2)			Per 1000		12	
4	3rd Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages			month		12	
	Monthly Overage cost of consumables for Black and White pages over 300,000 (Year3)			Per 1000		12	
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000 (Year 3)			Per 1000		12	
TOTAL							

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

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

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

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

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

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

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

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

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. ISCP0050STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE**NOTARY PUBLIC** _____

CERTIFICATION AND SIGNATURE PAGE

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.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0050

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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



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

Solicitation

NUMBER
ISCP0050

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
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R

WV OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD., E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV

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25304

304-558-5472

DATE PRINTED
05/06/2014

BID OPENING DATE: 05/20/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.						
0001	1	EA	966-24	CUT SHEET PRINTER FOR PRINT SHOP		
***** THIS IS THE END OF RFQ ISCP0050 ***** TOTAL:						

SIGNATURE <i>Boh Maw</i>	TELEPHONE <i>304-638-5005</i>	DATE <i>5/19/2014</i>
TITLE <i>Agatha</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: ISCP0050
Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("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:

Addendum issued to publish and distribute vendor submitted question and agency response.

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

ISCP0050
Vendor submitted Question

Q.1 Thank you for the quick response and your consideration. To submit a bid for the Konica Minolta bizhub Press C8000 we would need the minimum monthly duty cycle revised from 600,000 to 500,000 in section 4.1.1.3 and the minimum print speed revised from 90 ppm to 80 ppm in section 4.1.1.8.

A1. Agency has operational deadlines to meet; the mandatory requirements are based on work orders and deadlines. Agency cannot reduce minimum specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0050

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

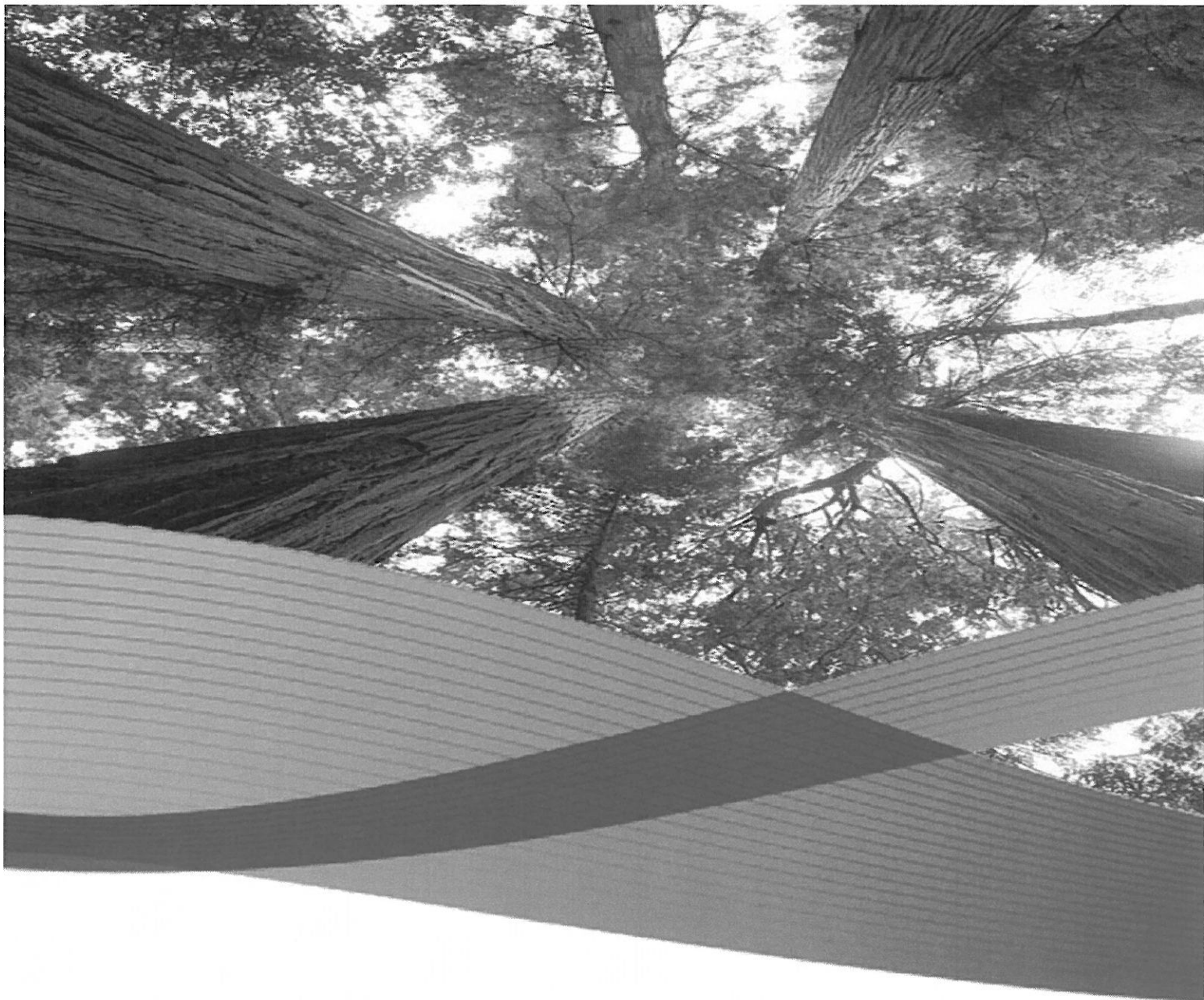
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information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

Company

Authorized Signature

Date

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



Cut Sheet Printer for Print Shop- Cost #ISC0050

State of West Virginia

Prepared by Beth Marcum

May 20, 2014

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May 20, 2014

Guy Nisbet, Senior Buyer
Department of Administration,
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Beth Marcum
Agent Owner
Xerox Corporation

Peake Office Solutions
PO Box 2384
1102 3rd Avenue suit 102
Huntington, WV 25724
304.525.4009 Office
304.638.5005 Cell

Charleston location:
Peake Office Solutions
1018 Kanawha Blvd.
Charleston, WV 25301
304.720.4009 Office
304.638.5005 Cell

Dear Mr. Nisbet,

On behalf of Xerox and Peake Office Solutions, I would like to thank you for the opportunity to respond to your solicitation for a Cut Sheet Printer. Xerox has extensive experience helping State Printing Offices accomplish document management goals. The Xerox account team is pleased to provide this response.

Over that past few years Xerox has developed a deep understanding of your printing needs and how to best maximize your printing demands. This understanding gives us the insight into why we have proposed the Xerox 155HLC. With the increasing demands placed on you for prompt, efficient and compliant output the robustness and speed of the Xerox 155HLC is crucial. In the Executive Summary we have provided a side-by-side productivity comparison of the two selected models to show why our proposed model is best for you. By continuing to work with Xerox and Peake Office Solutions, you can continue to expect a mature, consistent service model that delivers the metrics necessary to both measure and improve performance. There will be no ramp up time or learning curve with Xerox and our service organization is fully prepared to support you and the Xerox 155HLC. Your current operators will have the experience and confidence in the Xerox 155HLC as they had in the Xerox 128HLC.

As with any project of this importance; diligent planning and flawless execution are critical to success. Given our depth of experience with you on the current installation, we are extremely confident that no other vendor can provide you with the comprehensive, total solution you are seeking.

We believe our mission begins with addressing your immediate needs and continues with the responsibility to identify follow-on services that respond to future changes in document output and management needs. It is this philosophy, coupled with a powerful combination of technology and services that enables Xerox to deliver tremendous results to the West Virginia Office of Technology.

Regards,

Beth Marcum
Agent Owner

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Executive Summary

The proposed Xerox 155HLC will provide increased speed, efficiency and greater ability to meet the day-to-day demands that the printing office has experienced. In your solicitation you have narrowed the selection down to two makes and models: the RicohC901 and the Xerox DocuTech 155HLC .

To better understand how these two models will affect your daily production the following table illustrates the current state and potential future state production times based on an average monthly volume of 500,000 prints per month.

	PPM Per Device	Average Monthly Volume	Average Time to Complete Monthly Volume	Variance in Average Time to Complete Monthly Volume	
Current State					
Xerox 128HLC	128 ppm	500,000	3906.25 Minutes	Current State	
Future State					
Ricoh C901	90 ppm	500,000	5555.55 Minutes	Takes 42.22% more time to complete current average monthly volume.	
Xerox 155HLC	155 ppm	500,000	3225.81 Minutes	Takes 17.42% less time to complete current average monthly volume.	

General Requirements

4.1 Mandatory Contract Item Requirements:

Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor shall provide Xerox DocuTech 155HLC or Ricoh C901+ or equal.

Xerox will provide a Xerox DocuTech 155HLC. This machine will increase your production speed by nearly 18%. This increased speed help on a day-to-day basis as well as handle seasonal and unexpected spikes in print demand.

4.2 Installation, De-installation, and Maintenance Requirements

	INSTALLATION, DE-INSTALLATION, AND MAINTENANCE REQUIREMENTS	Will comply
4.2.1	<p>Vendor shall install the Contract Item at the Agency's site: 1900 Kanawha Blvd E. Charleston WV 25305 Building 6 Room B-148</p> <p>There is a loading dock adjacent to the building. The dock area is accessible by tractor-trailer. The dock itself is approximately four (4) feet high.</p> <p>There are no tight turns, carpet, or other such obstacles between the loading dock and the equipment</p>	✓
4.2.2	<p>Formal issuance of notice to proceed will be notice to proceed with delivery of the contract items. Vendor and Agency shall meet at the Agency's premises within 10 days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date and time. Vendor must be flexible to accommodate Agency commitments as this Contract Item can only be installed during the last 10 days of the month.</p>	✓
4.2.3	<p>Printer must be operational within 24 hours after the installation. All mandatory functionality listed within this RFQ will be tested; a formal change order from the Agency to the Purchasing Division will be pursued thereafter. Upon receipt of this official change order, the warranty will begin.</p>	✓
4.2.4	<p>Vendor shall provide on-site training to all operators, including nightshift, within the first 36 hours of operation. At a minimum this is to include at no cost a demonstration of all printer features, command functions and the replacement of consumable items.</p>	✓
4.2.5	<p>Vendor shall include the cost to warrant for one year in the cost of the printer. Vendor will list the cost to maintain the Contract Item for the first year of ownership. Subsequently the vendor will list the price maintenance for two additional one-year periods. Active maintenance from the Vendor will ensure that the vendor will make any necessary repairs, replace any</p>	✓

	defective parts, perform preventative maintenance, install/update software changes, replace all monthly consumables other than paper and staples	
4.2.6	Vendor must provide 7 day / 24 hour service with (1) hour call back and (4) hour on-site support for the duration of the warranty period.	✓

5. CONTRACT AWARD:

4.1 Contract Award: The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Xerox acknowledges and understands.

4.2 Pricing Page: Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

In completing the pricing page for this solicitation, a vendor should utilize the Excel pricing sheet to input associated cost per unit of measure provided. Cost of maintenance must include the cost of replacing all consumables other than paper and staples. The estimated annual usage per month has been provided. The extended annual cost will be calculated by multiplying the cost per unit of measure and the agency provided estimated quantity. Vendor is requested to include also the cost of consumables should the agency exceed the projected usage.

NOTE: The estimated purchase volume 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

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. 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 the Buyer. Please include the solicitation number or name in the subject line: Guy.L.Nisbet@WV.Gov.

Xerox acknowledges, understands, and will comply.

6. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Xerox acknowledges and understands.

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 14 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Building 6, Room B-148, 1900 Kanawha Blvd E, Charleston WV 25305.

Xerox acknowledges, understands, and will comply.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Xerox acknowledges, understands, and will comply.

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

Xerox acknowledges, understands, and will comply.

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

Xerox acknowledges, understands, and will comply.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. 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.

Xerox acknowledges, understands, and will comply.

7.5 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.

Xerox acknowledges, understands, and will comply.

Pricing

Item	Description	Proposed Brand	Proposed Model Number	Unit of Measure	Unit Price	Estimated Monthly Quantity	Extended Price
1	Xerox DocuTech 155 HLC or Ricoh C901+ or Equal	Xerox	DocuTech 155 HLC	Each	\$171,475.00	1	\$171,475.00
2	1st Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages	Xerox	DocuTech 155 HLC	Month	\$2730.10 *	12	\$32,761.20
	Monthly Overage cost of consumables for Black and White pages over 300,000	Xerox	DocuTech 155 HLC	Per 1000	0.0042/print = \$4.20	12	\$50.40
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000.	Xerox	DocuTech 155 HLC	Per 1000	0.00275/print = \$2.75 **	12	\$33.00
3	2nd Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages	Xerox	DocuTech 155 HLC	Month	\$1645.10*	12	\$19,675.20
	Monthly Overage cost of consumables for Black and White pages over 300,000 (Year 2)	Xerox	DocuTech 155 HLC	Per 1000	0.0042/print = \$4.20	12	\$50.40
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000. (Year 2)	Xerox	DocuTech 155 HLC	Per 1000	0.00275/print = \$2.75 **	12	\$33.00
4	3rd Year: Maintenance monthly contract including all software, hardware, all parts, labor and consumables, minus staples and paper for Black and White 300,000 pages and Red highlight 2000 pages	Xerox	DocuTech 155 HLC	Month	\$1645.10*	12	\$19,675.20
	Monthly Overage cost of consumables for Black and White pages over 300,000 (Year 3)	Xerox	DocuTech 155 HLC	Per 1000	0.0042/print = \$4.20	12	\$50.40
	Monthly Overage cost of consumables for Red Highlight Over 8 lines over 2000. (Year 3)	Xerox	DocuTech 155 HLC	Per 1000	0.00275/print = \$2.75 **	12	\$33.00

* Included in this amount is the additional service coverage for the first year of \$1,085.00 as required. Where this additional coverage's was not required for years two and three that amount has not been included. Also included in this cost of the Highlight Color at \$5.50 for 2,000 pages.

** Red highlight Color toner has a cost of \$825.00 per carton, yielding 300,000 copies. Therefore $\$825.00 / 300,000$ copies = \$0.00275 per copy or \$2.75 per thousand ($\$0.00275 \times 1,000 = \2.75).

Vendor Preference Certificate

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification: or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces: the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project,

on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Xerox Corporation

Signed:

Date: May 20, 2014

Title:

Purchasing Affidavit

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Xerox Corporation _____

Authorized Signature: John B. O'Connor Date: May 20, 2014 5/14/14

State of New York

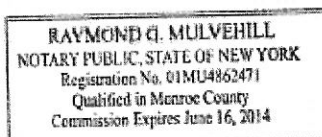
County of Monroe, to-wit:

Taken, subscribed, and sworn to before me this day of 14TH MAY, 2014

My Commission expires 6/16, 2014

AFFIX SEAL HERE _____ **NOTARY PUBLIC**

Raymond G. Mulvehill



Certification and Signature Page

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.

Xerox Corporation

(Company)



(Authorized Signature)

Paula Leger, Contract Manager

(Representative Name, Title)

850-934-5969

(Phone Number)

(Fax Number)

May 20, 2014

(Date)

Addendum Acknowledgement Form

Solicitation No: ISCP0050

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. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

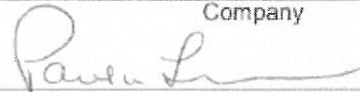
Addendum No. 5

Addendum No. 10

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

Xerox Corporation

Company



Authorized Signature

Date: May 20, 2014

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

Xerox Governing Terms & Conditions

We have reviewed the State of West Virginia Invitation for Bid ("BID") and have prepared the requested / enclosed Outright Sale With Maintenance Proposal for your consideration. Although the Proposal is based on the requirements included in your BID, our Proposal does include some responses that are slightly different. This document and our Proposal explain those differences. In addition, we have included some Additional Terms that were not addressed in the State of West Virginia BID. In addition, we have included a copy of our standard Xerox Outright Sale With Maintenance Agreement that includes additional information and terms associated with our offer. Please note that Xerox's Proposal is contingent upon the accuracy of the information included in the State of West Virginia BID and Xerox's review of the State of West Virginia credit. Any material change to the information provided by the State of West Virginia, or the State of West Virginia credit, may result in a change to Xerox's offer.

Please note that Xerox agrees to negotiate a solution that is acceptable to both parties if any of the below clarifications or Additional Terms are inconsistent with West Virginia law, or are otherwise unacceptable to the County. Our team is also prepared to discuss our Proposal in detail, and adjust our proposed equipment, support services, terms, and/or price offering based on the State of West Virginia final requirements. Upon award of this BID, Xerox agrees to negotiate a Contract that incorporates the mutually agreed terms contained in the State of West Virginia BID, our Proposal, Xerox's Xerox Outright Sale With Maintenance Agreement, and any additional negotiated item(s).

Xerox's Clarifications to the State of West Virginia BID

Xerox provides the following clarifications and comments to the below listed BID requirements.

Term of Contract

Xerox Maintenance Agreement provides for a fixed maintenance term of 36 months. Upon expiration, optional Renewal periods/future maintenance pricing will be based on Mutual consent.

Item #24, Cancellation

Xerox acknowledges the State of West Virginia right to terminate the affected equipment due to Xerox's failure to provide the contracted Services, provided the State notifies Xerox in writing of the specific performance shortfall, and allows Xerox 30-calendar days to correct the performance failure to the contracted specification.

Item #34, Assignment

Please note that Xerox reserves the right to assign the Xerox Maintenance Agreement to a parent, subsidiary, or affiliate of Xerox. Such assignment shall be transparent to the State.

Item #37, Bankruptcy

Please note that equipment placements can only be terminated due to bankruptcy, the general assignment for the benefit of creditors, or the appointment of a receiver if Xerox has failed to cure a performance issue after being provided written notice and provided 30-days to cure the failure to the contracted specification.

Item #46, Indemnification

Xerox will agree to this indemnity provision with the exception that it will not indemnify the State due to any negligent or willful act on the part of the State, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.

Section 4, General Requirements

Equipment provided under the Contract is currently manufactured by Xerox, though the equipment may contain recycled components that have been reprocessed to meet Xerox' new parts performance standards. The State will be the first user of the equipment.

Section 4.2.5

Xerox-branded equipment is backed by Xerox's Total Satisfaction Guarantee that allows the State, at its request, to replace the equipment with an identical model or, at the Xerox's option with a machine with comparable features and capabilities. The guarantee will be effective for three years following the equipment's installation for purchased equipment that is continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or maintenance plan, except for equipment damaged or destroyed due to an Act of God. If the situation arises, where the equipment does not perform to its published specification and the State elects to exercise the Total Satisfaction Guarantee, Xerox will meet with the State of West Virginia representative and arrange a mutually agreeable time for the equipment's exchange.

Section 4.2.6

Please note that Xerox's response time is to return all service calls within one business hour, and to arrive on-site on average within 3.5 to 4 business hours if the problem cannot be resolved over the phone. Response time is calculated based on the quarterly response time average for the States entire Xerox-branded equipment population.

*** Last Clarification ***

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Additional Terms

These additional terms are incorporated into the Xerox Proposal and are in addition to the terms included in the State of West Virginia BID.

General Terms

1. **Products.** "Products" means Xerox-brand equipment ("Equipment"), Software, Consumable Supplies and Maintenance Services ordered under the Contract. Customer represents that the Products: (i) will be used in Customer's business in the United States, its territories and possessions ("U.S.").
2. **Order Documents.**
 - A. **Contract & Order Acceptance.** Xerox may accept the Contract or any Order under the Contract either by Customer's written signature on the Contract or Xerox Order Document or upon receipt of Customer's signed purchase order..
 - B. **Order Documents.** Customer may issue purchase orders or other Customer documents, or use Xerox order forms ("Order" or "Agreement" document(s)) for order entry purposes only, describing the acquisitions under the Contract, specifying Customer's requested shipment date, installation site, bill-to address, quantities ordered, product description including any Trade-In Equipment, components, pricing, and installation term. Regardless of the form, the Order Documents must reference the Customer or Xerox Contract number. Notwithstanding anything contained in any Order Document which is at variance with or additional to the Contract, Order Documents will incorporate and be subject solely to the terms and conditions of the Contract, except for additional Xerox agreement terms and conditions related to options selected by Customer.
 - C. Upon acceptance by Xerox, the Order Document creates an Individual Agreement for the Products identified under the Contract.
 - D. Order Documents may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) "in writing"; (ii) "signed" by the Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) valid and enforceable.
 - E. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document and Customer authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

3. **Total Satisfaction Guarantee.** If Customer is not totally satisfied with any Equipment delivered under the Contract, Xerox will, at Customer's request, replace it without charge with identical Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. This Equipment Guarantee applies only to Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. The Equipment Guarantee is effective for 3 years after the Installation Date for purchased Equipment.
4. **Delivery & Removal.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or disassembling Equipment to move through tight doorways or through narrow halls.
5. **Trade-In Equipment.** Customer warrants that Customer has the right to transfer title to the Equipment Customer is trading in as part of an Order ("Trade-In Equipment"), and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes the Trade-In Equipment from Customer's premises. Customer will maintain the Trade-In Equipment at its present site and in substantially the Trade-In Equipment's present condition until removed by Xerox. Customer will pay all accrued charges for the Trade-In Equipment, up to and including payment of the final principal payment number and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from the Customer's premises.
6. **Equipment Commencement & Installation Dates.** The initial Term of an Order that includes Equipment will commence on the "Installation Date", which means: (a) for Equipment installed by Xerox, the date Xerox determines the Equipment to be operating satisfactorily and is available for Customer's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "Customer Installable", the Equipment delivery date.
7. **Funding.** Customer represents and warrant that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is Customer's intent to use the Products for the entire term of the Contract and to make all payments required under the Contract. If (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox, in its sole discretion, within Customer's general organization who can continue the Contract, the Contract may be terminated. To effect this termination, Customer must, at least 31 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds, notify Xerox in writing that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by payment of all sums then owed through the current fiscal year under the Contract. Customer will return the Equipment, at Customer's expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payment obligations beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).
8. **Maintenance Services.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services are provided as a mandatory part of a Maintenance Order. The service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner
 - A. **Basic Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
 - B. **Replacement Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.

- C. **Installation Site.** Customer is responsible for all physical, mechanical, and electrical expenses associated with preparing and maintaining the Equipment installation site, and agrees to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies.
 - D. **Customer Training and Analyst Services.** Initial Customer Training and Analyst Support Services are included in the maintenance pricing. Additional training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.
 - E. **Cartridges.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
 - F. **Consumable Supplies.** If "Consumable Supplies" are included in the Maintenance Plan, Maintenance Services will include black toner and/or solid ink and color toner, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are Xerox's property until used by Customer, and Customer will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, Customer agrees to return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30-days after such notice, Xerox may charge Customer for such excess usage. For the avoidance of doubt, Xerox's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of test and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession. Xerox may charge a shipping and handling fee for consumable supplies.
 - G. **Meter Reads.** Customer will provide meter reads using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
 - H. **Copy Credits --** You will receive one copy credit for each copy presented to Xerox that is unusable and also for each copy that was produced during the servicing of the Equipment. Copy credits will be reflected on the invoice as a reduction in the total copy volume.
 - I. **Replacement.** Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another Xerox-branded model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Equipment's Agreement Term.
 - J. **End of Service.** Xerox has no obligation to maintain or replace Equipment beyond the Equipment's "End of Service" date for that particular model of Equipment. End of Service means the date announced by Xerox after which Xerox will no longer, offer maintenance services or parts for a particular Equipment model. An End of Service Equipment List is available upon request.
9. **Relocation.** All relocations must be arranged or approved in advance by Xerox until Customer has paid the Case Purchase or Installment Purchase price in full or if the Equipment is acquired under a Lease or

Rental Order. The relocation will be at Customer's expense and Customer remains responsible to make all payments under the applicable Order while the Equipment is being relocated. Equipment cannot be relocated outside of the U.S.

10. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information management systems. If requested in writing Xerox will turn off and disable the Remote Services capability.
11. **Data Security.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
12. **Warranty Disclaimer & Waivers.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Intellectual Property Indemnity.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. Customer will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product, less a reasonable lease value for the period it was available to Customer, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to Customer's specifications, or being used or sold with products not provided by Xerox.
14. **Limitation of Liability.** Xerox will not be liable to Customer for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
15. **Force Majeure.** Xerox will not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify Customer if such a circumstance occurs.
16. **Payment.** All payments are due within 30-days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligations.
17. **Taxes.** Customer is responsible for all applicable taxes, fees, or charges of any kind, (including interest and penalties) assessed by any governmental entity on the Contract or the amounts payable under the Contract ("Taxes"), which will be included in Xerox's invoice, unless Customer provides proof of its tax exemption status. Taxes do not include taxes on Xerox's income and, for Lease Orders taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease Order is a lease for all income tax purposes, and Customer will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with its role as lessee of the Equipment.
18. **Late Charges & Default.**
 - A. **Late Charge.** If a payment is not received by Xerox within 10-days after the due date (40 days after the invoice date), Xerox may charge, and Customer will pay, a late interest charge as allowed under West Virginia law.
 - B. **Default.** Customer will be in default under an Order if Xerox does not receive any payment within 15 days after the date it is due (45-days after the invoice date) or Customer breaches any other obligation under the Contract, any Order, or any other Contract with Xerox. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce the Contract or any Order.

19. **Amendment.** All changes to the Contract or any Order must be made in writing and signed by both parties. The amendment of any Order shall not affect the obligations of either party under any other Order under the Contract.

20. **Notices.**

- A. Unless provided otherwise in the Contract, notices under the Contract or any Order must be sent in writing to the party's address identified in the Contract. Notices will be deemed delivered 5 days after mailing by first class mail, 2 days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of a facsimile transmission, when followed by mailing of such notice as provided herein.
- B. Invoices are not considered notices under the Contract. All payment related notices under an Order will be sent: (a) to Customer at the "Bill to" address in the Order, and (b) to Xerox at the inquiry address on the most recent invoice.
- C. All other notices under the Contract or an Order shall be sent to a party at its address or facsimile number below.

To Customer:

x
x
x
x

To Xerox:

Office of General Counsel
Xerox Corporation
45 Glover Avenue
P. O. Box 4505
Norwalk, CT 06856-4505:

- D. Either party may change its address or facsimile number for receipt of notice by notifying the other party at its address or facsimile number below.

21. **Government Representations & Warranties.** Customer represents and warrants, as of the Contract's effective date and of each Order hereunder, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and is authorized to enter into, and carry out, Customer's obligations under the Contract, or any Order hereunder, and any other documents required to be delivered in connection with the Contract, or any Order hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances, and regulations, including all applicable laws governing open meetings, public bidding and appropriations required in connection with the Contract or an Order hereunder, and the acquisition of the Products, and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and will be used only by Customer and only to perform such function; (5) Customer's obligations to remit payments under the Contract or any Order hereunder constitute a current expense and not a debt under applicable state law; and (6) no provision of the Contract or any Order constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of the Contract or the subject Order.

22. **Miscellaneous.**

- A. **Communication.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means, including cellular phone, email, automatic dialing, and recorded messages, using any phone number (including cellular) or electronic address Customer provides to Xerox.
- B. **Governing Law.** The Contract is governed by the laws of the State of West Virginia (without regard to conflict-of-law principles). In any action to enforce the Contract or any Order under the Contract, the parties agree (a) to the jurisdiction and venue of the federal and state courts in West Virginia, and (b) to waive their right to a jury trial.
- C. **Severability.** If a court finds any term of the Contract or any Order unenforceable, the remaining terms will remain in effect.
- D. **Waiver.** The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy.

- E. **Contract Documents.** Each party may retain a reproduction (e.g., electronic image, photocopy, and facsimile) of the Contract and each Order under the Contract, which will be admissible in any action to enforce it, but only the Agreement or Order held by Xerox will be considered an original.
- F. **Compliance With law.** Both parties will comply with applicable federal and state laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of the Contract or any Order that would be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under the Contract or any Order to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under the Contract or the subject Order, or refunded to Customer.

Purchase and Maintenance Terms

23. Cash Purchase.

- A. **Title and Risk.** Title and risk of loss to Equipment will pass to Customer upon delivery and installation of the Equipment. Until the products are paid for in full Customer will insure the Product against loss or damage, and the policy will name Xerox as a loss payee.
- B. **Payment.** Customer's payment under a Cash Purchase Order shall consist of the Net Price amount for the Equipment purchased there under and all applicable Taxes.
- C. **Customer Default & Remedies.** If Customer defaults under the Contract or a Cash Purchase Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid as allowed under West Virginia law.

24. Maintenance Terms for Customer Owned Equipment

- A. **Individual Agreement Term.** An Individual Maintenance Agreement will commence upon installation and expire on the last day of the 36th full calendar month thereafter, as applicable.
- B. **Payment.** Each Minimum Periodic Base Charge includes a Periodic Minimum Number of Prints ("Minimum Prints"). The Minimum Periodic Base Charge, along with any additional Print Charges for prints made in excess of the Minimum Prints and all applicable Taxes, cover Customer's cost for the Equipment's maintenance, provided as Maintenance Services in an Individual Maintenance Order written hereunder. The Minimum Periodic Base Charge will be billed in the month due and additional Print Charges are billed in arrears.
- C. **Fixed / Variable Pricing.** The Minimum Payment and Print Charges will not increase during the initial 36 months of the Individual Maintenance Order. Thereafter, Xerox may annually increase the Minimum Payment and Print/Supply Charges with thirty (30) days prior written notice.
- D. **Renewal.** Xerox will notify Customer at least 30-days prior to the expiration of the then-current term of each Individual Maintenance Order and, unless a cancellation notice is received from Customer, or provided to Customer by Xerox, prior to the expiration of the then-current Maintenance Order term, the Individual Maintenance Order will automatically renew for a term of the same number of months as the initial Term.
- E. **Customer Default & Xerox Remedies.** If Customer defaults under the Contract or an Individual Maintenance Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate as allowed under West Virginia law; and (b) the lesser of (i) the remaining Minimum Periodic Base Charge in such Individual Maintenance Agreement's term or six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.

Software

- 25. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of

equipment for as long as Customer is current in the payment of all fees. applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software".

- A. Customer has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.
 - B. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.
 - C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which Customer has rented or leased the Equipment, unless Customer has exercised an option to purchase the Equipment or if (b) if Customer is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if Customer no longer uses or possesses the Equipment.
 - D. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
 - E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
 - F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
26. **Software Support.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable fees.
- A. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.
 - B. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software.
 - C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government Customer's annual contract cycle.
27. **Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. Customer agrees that Customer's acquisition of the Equipment does not grant Customer a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. Customer agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to Customer's facility will be during normal business hours.

Appendices

Appendix A : Sample Insurance Certificate

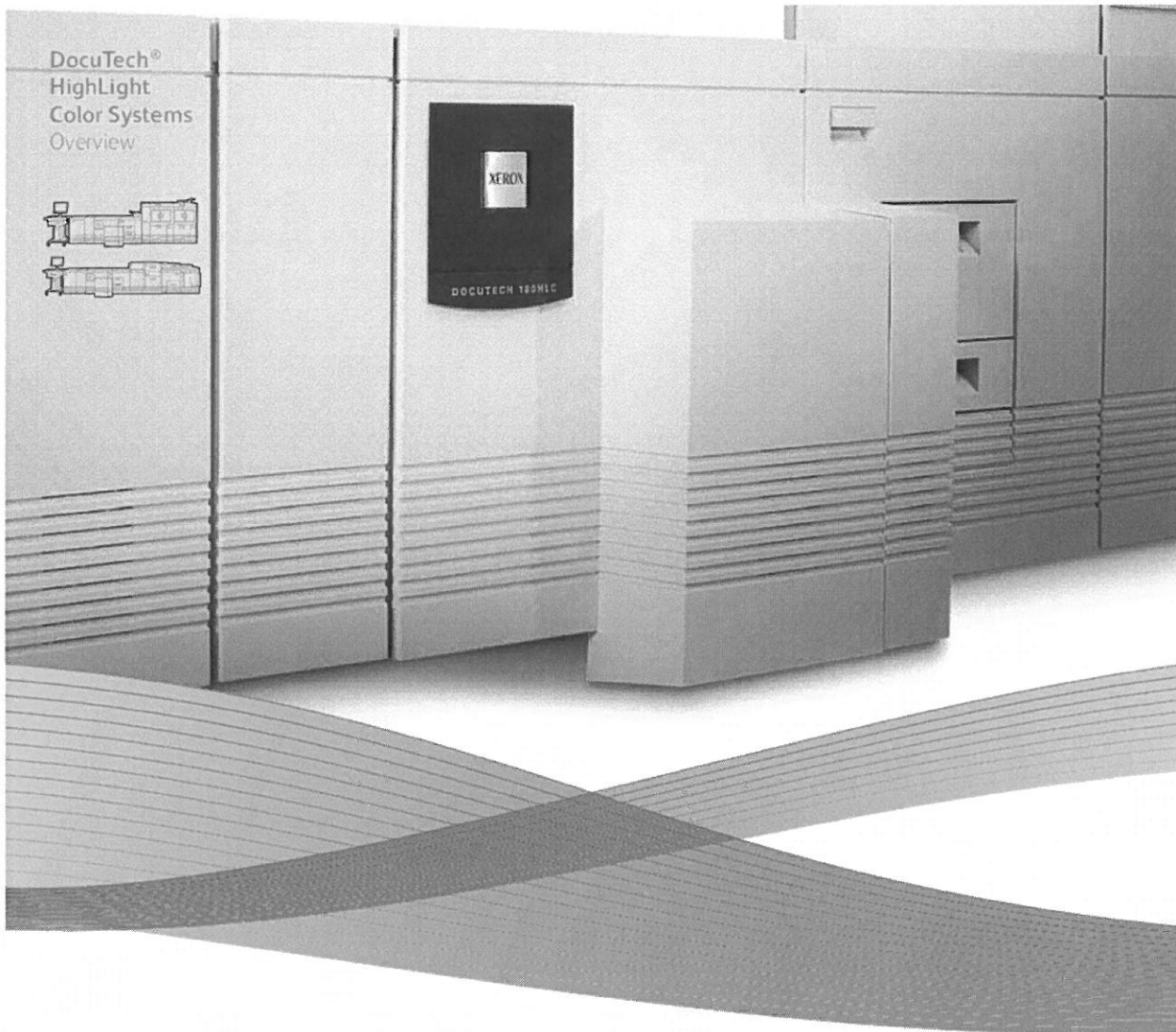
ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/01/2014			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Xeroxcertrequest@Marsh.com Fax 212-549-0500			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:				
J54000-GAW-14-15			INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Ins. Co. Of North America INSURER C: INSURER D: INSURER E: INSURER F:		NAC # 22667 43675		
INSURED XEROX CORPORATION 45 GLOVER AVE NORWALK, CT 06850							
COVERAGES CERTIFICATE NUMBER: NYC-006735494-03 REVISION NUMBER: 3							
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 BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDO-C27329457	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOPAGG \$ INCLUDED ABOVE
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H06815674	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WLR C47876680 (AOS)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A				SCF C47876692 (WI)	01/01/2014	01/01/2015	E L EACH ACCIDENT \$ 1,000,000
A				WLR C47876679 (AZ, CA and MA)	01/01/2014	01/01/2015	E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EVIDENCE OF INSURANCE							
CERTIFICATE HOLDER XEROX CORPORATION 45 GLOVER AVE NORWALK, CT 06850				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. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jessica A. May <i>Jessica A. May</i>			

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ACORD 25 (2010/05)

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Appendix A : Xerox DocuTech HCL155 Brochure



Xerox® DocuTech® 128/155/180
HighLight Color Systems
One more color.
Infinitely greater possibilities.



Add one color— multiply the power.

Color can do so much more than enhance the look of your document. It can help you reach your business goals. Adding color enables you to draw the viewers' eye to where you need its attention—so you have the opportunity to make every page of your document do its job faster and more effectively. The DocuTech® 128/155/180 HighLight Color Systems multiply that opportunity with high-speed black-plus-one-color printing. The results? Increased response rates and new applications.

Get results.

Comparable to the price of monochrome, the Xerox® DocuTech 128/155/180 HighLight Color Systems provide you with the power and flexibility to create high-value, high-impact applications. Whether you're revitalizing existing documents or maximizing new ones, highlight color in the right places will make them more effective than ever before. Not to mention increase your return on investment.

Direct the eye.

Black and white lacks the impact of an application with color. The document gives no indication of which information is the most important.

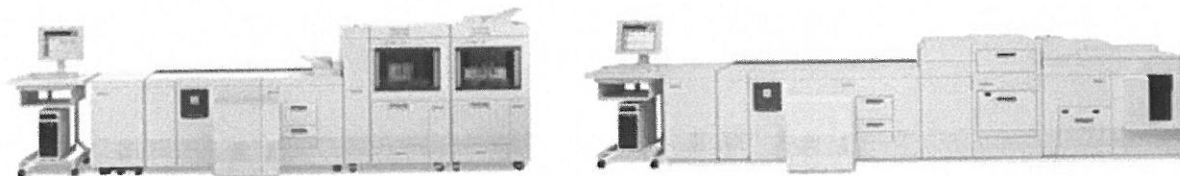
Full color is certainly attractive, but it still doesn't use color strategically to focus the reader on a particular item.



See the difference.

Highlight color makes your key points—sale prices, discounts, etc.—instantly clear. It also draws attention to critical messages—including expiration dates, warning labels, and instructions—the focus of the page.





One color motivates.

Adding a single color allows you to improve the reader's experience. By placing the eye where you want it, when you want it there, you can motivate the reader to:

- **Buy the product** you want them to buy when you emphasize a great price, or a limited-time discount
- **Pay more promptly** by calling out an outstanding balance or due date on an invoice
- **Take action more decisively** by highlighting the urgency of your message
- **See the answer more quickly** in training documents and understand the key to your message right away
- **Remember** something such as your brand, your products, your contact information, and more

For many applications, full color may not be as powerful as a single, well-placed color. You can get more persuasive impact from a black-plus-one-color document than from full color—at a better price.

One color breaks through.

Every day, we're bombarded by thousands of messages. Advertisements, invoices, notices, posters, sale flyers, booklets, brochures, and more vie for our attention. The ones that succeed are strategically conceived and compellingly executed. Highlight color gives you the power to:

- **Make your messages stand out** from the crowd and get the attention they deserve
- **Make it easy** for the reader to focus on key information

One color expands opportunities.

The DocuTech® 128/155/180 HighLight Color Systems are simply the world's fastest cut sheet highlight color printer. It gives you the power of production-level speed and productivity. With one system, you can expand your applications, opportunities, and profits. And you can add the flexibility and strength of the Xerox FreeFlow® collection of software to complement and enhance your workflow. That's the power of Xerox highlight color.

Whether you're printing in black or black-plus-one color, the Xerox Highlight Color Systems are the world's fastest cut sheet highlight color printers.

HighLight Color Systems with DocuTech® power.

Great strength comes from the core. Using the high-quality DocuTech system as a base, we've built machines that give you greater publishing and printing power than ever before. Printing at 128/155/180 ppm, speed will never be an issue. And stitching, binding, interposing, and high-capacity stacking options give you finishing capabilities you've only dreamed of.

A

Powerful software that fits your workflow.

The power of FreeFlow® Print Server workflow software, combined with the DocuTech HighLight Color Systems, provides you with unmatched job management, including:

- A powerful server for efficient operation
- Concurrency to RIP, print, and program—all at the same time
- A state-of-the-art processor with the horsepower for even the most complex jobs and challenging production environments

B

Accept more jobs with more formats.

The HighLight Color Systems have the flexibility to accept jobs via:

- TCP/IP, Netware, AppleTalk®
- IBM® Channel: Bus and Tag
- Native support for Adobe® Postscript® level 3, PDF, HP PCL6, VIPP®, TIFF, PPML, RDO, and ASCII
- Native support for LCDS, IPDS (optional)
- Integrated FreeFlow components: FreeFlow Variable Information Suite, FreeFlow Makeready®, FreeFlow Web Services, FreeFlow Process Manager®, FreeFlow Print Manager (optional)

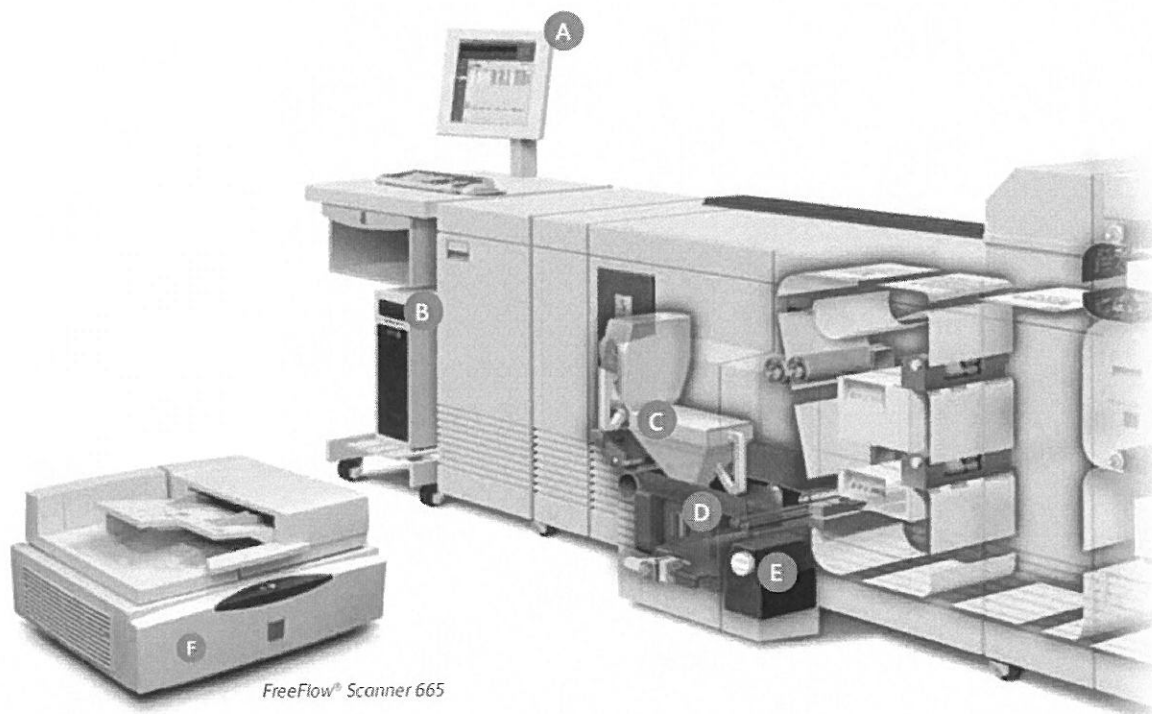
C

Outstanding results from a combination of two print technologies.

The HighLight Color Systems rely on two imaging technologies—a xerographic engine with a laser imaging system for black, and a light-emitting diode imaging system for color. The black and color images are built on the photoreceptor in a single pass and transferred to the paper at full printer speeds.

Resolution:

- 600 x 2,400 dpi for black
- 600 x 600 dpi for color



The speed to meet your needs. The HighLight Color Systems are available in three speeds—128, 155, or 180 ppm. As your business needs change and grow, you can easily increase your speed at a later date with our on-site upgrades. We also offer two configurations with finishing options.

D

Pop in a new color for even more bang.

Changing color is as simple as replacing the customer-changeable units (CCU). It's incredibly quick and easy to add the impact of blue, cyan, red, cardinal red, magenta, violet, green, royal blue, or yellow to your black and white documents. Paperless Automatic Print Quality Adjustment (PQA) ensures outstanding, consistent image quality.

E

Consistent quality that turns heads.

SmartPress™ Imaging technology ensures the quality of the highlight color image. This non-contact imaging process exposes a toner cloud to the charged photoreceptor, reducing potential damage to the paper and enhancing image quality.

F

Distributed scanning or no scanning. It's your choice.

Optional distributed scanning with FreeFlow Scanner 665 makes all the prepress functions you perform on your digital documents easier. It's the distributed scanning solution that fits into your workflow, offering flexible makeready and outstanding image quality at 600 x 600 dpi for both color and black and white scanning, with output resolution at up to 1,200 x 1,200 dpi interpolated.

No matter what finishing and binding options you choose, the DocuTech® HighLight Color Systems use the same powerful and versatile technology for high-quality, two-color documents on a wide variety of media.

The DocuTech® HighLight Color Systems. Your needs—your configuration.

Bound for success. Stitching and binding is all about adding value. With the new highlight color binding configuration, you get more ways to create high-impact documents while actually enhancing your workflow processes.

A

Keep jobs going continuously with robust feeding.

More sheet capacity per tray and continuous feed options keep you running.

Sheet capacity:

(At 20 lb./80 g/m²)

- Tray 1: 1,100-sheet capacity
- Tray 2: 600-sheet capacity
- Tray 3: 2,600 sheets each
- Tray 4: 550 sheets each (Post-fuser insertion only)
- Tray 5: 2,600 sheets each

Roll feed options:

- Third-party roll feed options supported via Level 1 Digital Finishing Architecture (DFA). Please check with your Xerox representative for availability.

B

The stocks you need to get the job done.

Type—Label stock, tab stock, carbonless paper, pre-perforated stock, safety stock, and other specialized application materials

Size—From 8" x 10" to 14.33" x 17" (179 mm x 254 mm to 363 mm x 432 mm, including A4, A3, B4)

Weight—From 16 lb. to 110 lb. (60 to 200 g/m²) cut-sheet paper

C

More ways to stack the results.

The bindery finishing option comes standard with a 3,000-sheet, 20 lb. (80 g/m²) stacker. But that's only the start. You can choose optional stackers, including:

- 5,000-sheet stacker
- Additional 5,000-sheet stackers available

D

Stitch binding with additional options.

The new stitcher module stitches from 2–70 sheets with one or two adjustable settings.

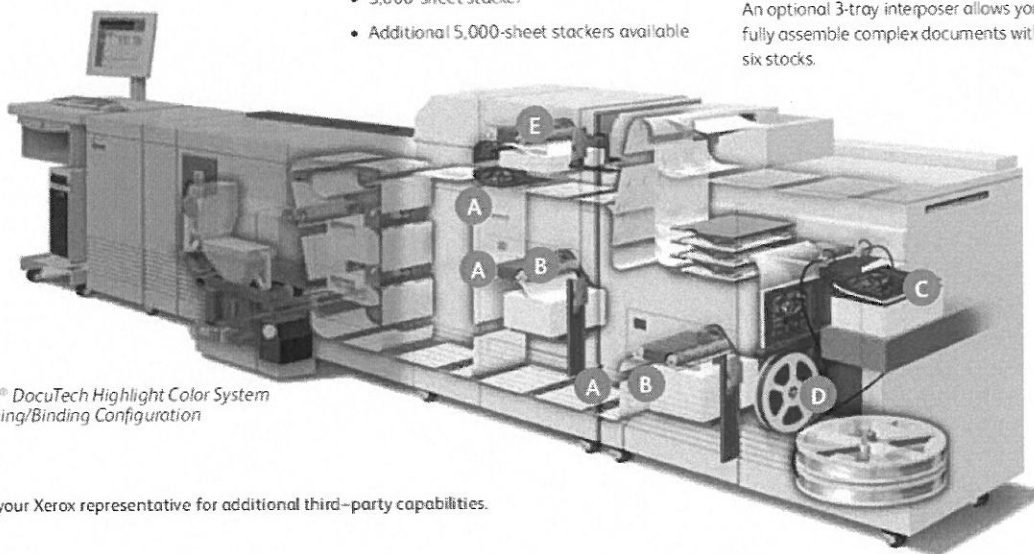
Tape binding to suite your needs.

With capacity of 15 to 125 sheets, and your choice of tape colors (black, blue, red, gray, or white, at 425 11" binds-per-tape reel and 400 A4 binds-per-tape reel), tape binding gives your applications greater value, impact, and quality.

E

Adds value and variety to your documents.

The 2-tray Interposer allows you to insert color covers and inserts post-fusing—improving productivity by eliminating hand collation of jobs after printing and enabling in-line finishing. An optional 3-tray interposer allows you to fully assemble complex documents with up to six stocks.



Xerox® DocuTech HighLight Color System
Stitching/Binding Configuration

*See your Xerox representative for additional third-party capabilities.

Stack the results in your favor. Whatever your specialty, flexible solutions give you the ability to take advantage of more opportunities when they appear. With an agile stacking configuration, you're ready to leap on more types of jobs than ever before.

A

Keep jobs going continuously with robust feeding.

More sheet capacity per tray and continuous feed options keep you running.

Sheet capacity:

(At 20 lb./80 g/m²)

- Tray 1: 1,100-sheet capacity
- Tray 2: 600-sheet capacity
- Trays 3 and 4 (high-capacity feeders): 2,600 sheets each

Roll feed options:

- Third-party roll feed options supported via Level 1 Digital Finishing Architecture. Please check with your Xerox representative for availability.

B

The stocks you need to get the job done.

Type—Label stock, tab stock, carbonless paper, pre-perforated stock, safety stock, and other specialized application materials

Size—From 8" x 10" to 14.33" x 17" (179 mm x 254 mm to 363 mm x 432 mm, including A4, A3, B4)

7" x 10" (178 mm x 254 mm) enablement kit

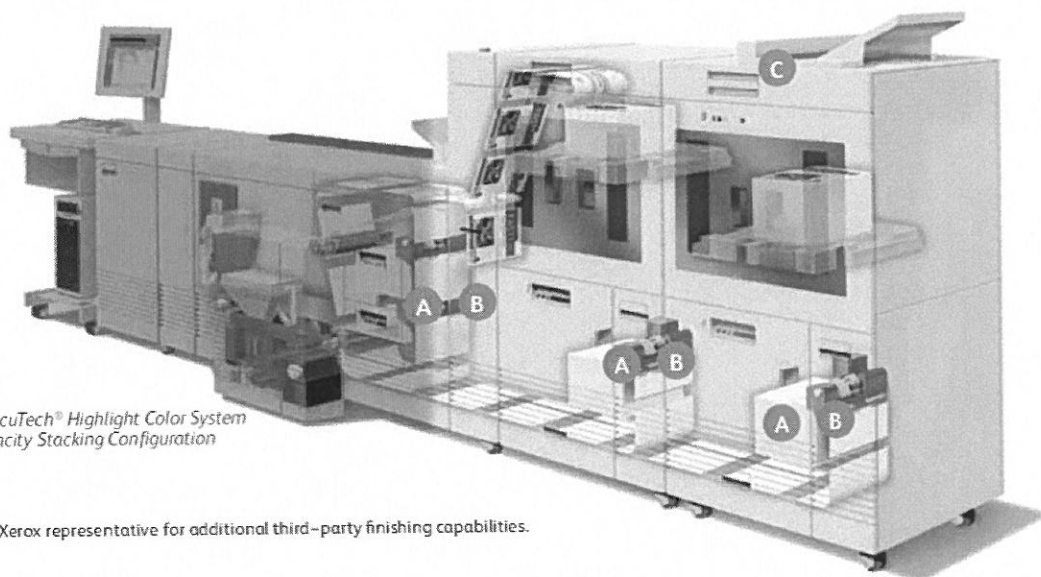
Weight—From 16 lb. to 110 lb. (60 to 200 g/m²) cut-sheet paper

C

More finishing options than ever.

Base finishing module includes two high-capacity stackers (standard)—2,500-sheet capacity each (20 lb./80 g/m² stock). Up to two additional high-capacity stackers are optional.

Looking for more finishing flexibility? Check out our expanded options.*



Xerox® DocuTech® Highlight Color System
High-Capacity Stacking Configuration

*See your Xerox representative for additional third-party finishing capabilities.

Your spectrum of opportunity has blossomed.

It's all within your reach. Adding Xerox quality, speed, options, and service to a new line of applications might sound like an expensive proposition. But it's not. Adding the highlight color opportunity is more affordable than you might think. And in terms of return on investment, it's a downright bargain.

A precise blend of benchmark technologies.

The Xerox® DocuTech® HighLight Color Systems combine technology from the industry benchmark Xerox monochrome production printers with a completely new color imaging system. It takes two separate, yet fully integrated imaging systems combined to deliver up to 180 pages per minute and a duty cycle of up to six million impressions per month. This intense productivity is powered by a patented process of printing black and color in a single pass—meaning production-level output for black-only images and for black-plus-one-color images. There's never a slow-down for highlight color or for printing on heavier stocks.



Making the most of color.

The Xerox® DocuTech® HighLight Color Systems bring the cost of color closer than you might think to the cost of monochrome. The unique technologies involved make highlight color a great opportunity, providing you with:

- **Great productivity** to handle production-level job volumes
- **More effective documents** with highlight color for more satisfied, loyal customers
- **A broader range of applications**, including personalized, customized content with variable data
- **Production capability for complex documents** that include color integration, color covers, tabs, multiple stocks, and a wide array of finishing

The speed to stay ahead of the curve.

The Xerox DocuTech HighLight Color Systems are available in three speeds—128, 155, and 180 ppm. The expanded finishing option is available at 128, 155, and 180 ppm as well. So start with the speed you need today and grow in the future with easy, on-site speed upgrades.

Take your pick of colors.

The DocuTech HighLight Color Systems give you the choice of black plus blue, cyan, red, cardinal red, royal blue, violet, green, magenta, or yellow standard toners.

Custom colors.

Not all applications call for standard colors. Some customers will come to you looking for a color that matches their brand. Xerox Custom Blended Highlight Colors are designed to help you meet these requests. Whatever the hue, we'll work with you to create a color that meets your customers' requirements—and exceeds their expectations.

Pop in a new color for even more bang.

Changing color modules couldn't be easier. The modules are designed for replacement by your printer staff in just minutes. Simply roll the color cart up to the machine, open the housing, and exchange the module. That's it. And as you begin to use more colors, you'll be able to switch colors just as easily, expanding the applications and jobs you can take in. Regardless of whether you're printing in black or highlight color, the HighLight Color Systems print at top-rated speeds.

GRAND OPENING SPECIAL				
Take an extra 10% off!	Take an extra 15% off!	Take an extra 15% off!	Take an extra 20% off!	Take an extra 15% off!
GRAND OPENING SPECIAL				
Take an extra 20% off!	Take an extra 10% off!	Take an extra 10% off!	Take an extra 10% off!	Take an extra 15% off!

Just sold!		Just sold!	
Just sold!		Just sold!	

Expand your offerings and enhance your productivity.

The DocuTech® HighLight Color Systems open the door to opportunities. Add highlight color, variable information printing, a range of data streams, and finishing options and watch your horizons expand. The Xerox® FreeFlow® Digital Workflow Collection makes it all work to enhance your workflow processes.

Every system we develop works to enhance your workflow.

The Xerox DocuTech HighLight Color Systems work in conjunction with the Xerox FreeFlow Digital Workflow Collection—a growing suite of workflow products—to fit seamlessly into your workflow. Developed to open standards, FreeFlow products are designed to let you leverage your existing workflows and enable increased productivity and profitability. FreeFlow products help build workflow solutions for output, process, and business management in environments from in-plant to commercial print. FreeFlow also supports the mainstays of the digital production workflows—from familiar Xerox names like VIPP, to software and finishing devices developed by more than 100 Xerox Business Partners.

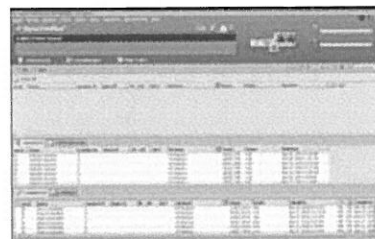
Your process. Our horsepower.

The DocuTech HighLight Color Systems give you the power and flexibility of the Xerox FreeFlow Print Server. FreeFlow runs on the latest processor technology to provide you with the horsepower you need for even the most complex jobs and challenging environments. You can use it to create up to 250 customizable print queues to batch and manage jobs more efficiently. You can assign characteristics to queues to perform powerful, time-saving functions, even overriding job parameters without operator intervention—and you choose the data streams that you need today, confident that you can add capabilities as you need them. FreeFlow also enhances your printing capabilities with:

- **Resource-based scheduling** assures the resources for printing are present before the job is scheduled
- **Page-level programming** applies specific programming to each page within a job—giving the operator total control, even for the most complex jobs
- **Remote workflow** allows control of any number of FreeFlow-based printers and Web-based management of jobs from any PC in the world
- **RIP while printing** keeps your process moving
- **Job forwarding** balances your workload

Variable printing, graphics, images, and data with strategic color.

Variable printing is now a standard offering. And it's easy and cost effective to add to your offerings with the HighLight Color Systems and the FreeFlow Variable Information (VI) Suite. The FreeFlow VI Suite can provide you with all of the resources you need to add variable graphics, images, and data to your documents within your optimized workflow. The end result is high-impact, high-value marketing communications that expand your applications and drive revenues. With the FreeFlow VI Suite workflow, you can expect optimal throughput and efficiency for all of your VI applications.



Up for your challenges.

To meet the demands of production print environments, your print solutions must be ready and reliable—every time you need them. The new technology behind the HighLight Color Systems allow them to provide exceptional reliability and maximum uptime to meet the demands of your business.

Breathe easy with Xerox prInteract™

prInteract is also available on the HighLight Color Systems to help:

- Diagnose problems
- Assess machine data
- Troubleshoot

prInteract is a collection of network-enabled services. These services are designed to improve problem diagnosis and proactively assess printer operations. That means more system uptime and reduced technician call time, both critically important to achieving increased productivity.

Highlighting quality.

Our digitally optimized papers and specialty media have been specifically engineered in concert with the Xerox DocuTech 128/155/180 HighLight Color Systems to provide outstanding productivity, superior reliability, and exceptional flexibility.

With our broad portfolio of papers and specialty media offered in a full range of weights and sizes, you will have the ability to customize your applications and highlight key messages on materials such as membership cards, newsletters, shelf talkers, reports, and manuals.



With our Xerox® DocuTech® 128/155/180 HighLight Color Systems, Xerox Supplies, and your imagination, the possibilities are endless.

Xerox and our environment: color us green.

Friendly to business and environmentally sound. There is no reason technological excellence has to come at the expense of the environment. And our long history of environmental leadership has taught us what's good for the environment can be good for business and our customers, too.

Designed with the environment in mind.

The Xerox® DocuTech® HighLight Color Systems:

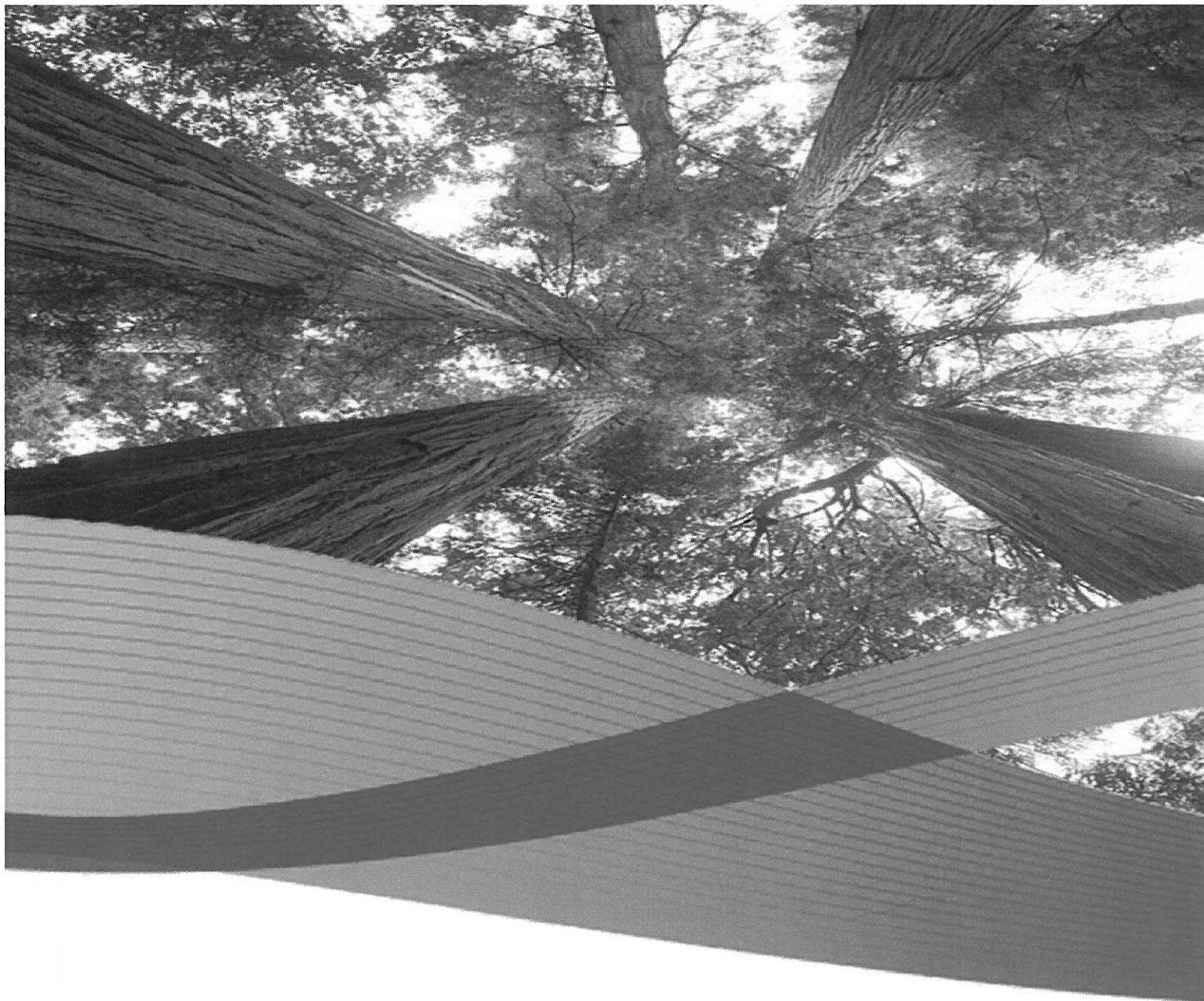
- Reduce waste and energy through remanufacturing
- Utilize low power and off modes to conserve energy
- Use replaceable units that are designed for return and recycling
- Make efficient use of paper by using recycled papers, printing materials on-demand, and scanning documents to electronic files

Contact your Xerox representative to find out how printing in black-plus-one-color can help you achieve your goals. For more information on the Xerox DocuTech 128/155/180 HighLight Color Systems, call 1-800 ASK XEROX or visit us on the Web at: www.xerox.com.



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610P729685A



Cut Sheet Printer for Print Shop- Technical #ISC0050

State of West Virginia

Prepared by Beth Marcum

May 20, 2014



May 20, 2014

Beth Marcum
Agent Owner
Xerox Corporation

Guy Nisbet, Senior Buyer
Department of Administration,
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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Huntington, WV 25724
304.525.4009 Office
304.638.5005 Cell

Charleston location:
Peake Office Solutions
1018 Kanawha Blvd.
Charleston, WV 25301
304.720.4009 Office
304.638.5005 Cell

Dear Mr. Nisbet,

On behalf of Xerox and Peake Office Solutions, I would like to thank you for the opportunity to respond to your solicitation for a Cut Sheet Printer. Xerox has extensive experience helping State Printing Offices accomplish document management goals. The Xerox account team is pleased to provide this response.

Over that past few years Xerox has developed a deep understanding of your printing needs and how to best maximize your printing demands. This understanding gives us the insight into why we have proposed the Xerox 155HLC. With the increasing demands placed on you for prompt, efficient and compliant output the robustness and speed of the Xerox 155HLC is crucial. In the Executive Summary we have provided a side-by-side productivity comparison of the two selected models to show why our proposed model is best for you. By continuing to work with Xerox and Peake Office Solutions, you can continue to expect a mature, consistent service model that delivers the metrics necessary to both measure and improve performance. There will be no ramp up time or learning curve with Xerox and our service organization is fully prepared to support you and the Xerox 155HLC. Your current operators will have the experience and confidence in the Xerox 155HLC as they had in the Xerox 128HLC.

As with any project of this importance; diligent planning and flawless execution are critical to success. Given our depth of experience with you on the current installation, we are extremely confident that no other vendor can provide you with the comprehensive, total solution you are seeking.

We believe our mission begins with addressing your immediate needs and continues with the responsibility to identify follow-on services that respond to future changes in document output and management needs. It is this philosophy, coupled with a powerful combination of technology and services that enables Xerox to deliver tremendous results to the West Virginia Office of Technology.

Regards,

Beth Marcum
Agent Owner

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Executive Summary

The proposed Xerox 155HLC will provide increased speed, efficiency and greater ability to meet the day-to-day demands that the printing office has experienced. In your solicitation you have narrowed the selection down to two makes and models: the RicohC901 and the Xerox DocuTech 155HLC .

To better understand how these two models will affect your daily production the following table illustrates the current state and potential future state production times based on an average monthly volume of 500,000 prints per month.

	PPM Per Device	Average Monthly Volume	Average Time to Complete Monthly Volume	Variance in Average Time to Complete Monthly Volume	
Current State					
Xerox 128HLC	128 ppm	500,000	3906.25 Minutes	Current State	
Future State					
Ricoh C901	90 ppm	500,000	5555.55 Minutes	Takes 42.22% more time to complete current average monthly volume.	
Xerox 155HLC	155 ppm	500,000	3225.81 Minutes	Takes 17.42% less time to complete current average monthly volume.	

General Requirements

4.1 Mandatory Contract Item Requirements:

Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor shall provide Xerox DocuTech 155HLC or Ricoh C901+ or equal.

Xerox will provide a Xerox DocuTech 155HLC. This machine will increase your production speed by nearly 18%. This increased speed help on a day-to-day basis as well as handle seasonal and unexpected spikes in print demand.

4.2 Installation, De-installation, and Maintenance Requirements

	INSTALLATION, DE-INSTALLATION, AND MAINTENANCE REQUIREMENTS	Will comply
4.2.1	<p>Vendor shall install the Contract Item at the Agency's site: 1900 Kanawha Blvd E. Charleston WV 25305 Building 6 Room B-148</p> <p>There is a loading dock adjacent to the building. The dock area is accessible by tractor-trailer. The dock itself is approximately four (4) feet high.</p> <p>There are no tight turns, carpet, or other such obstacles between the loading dock and the equipment</p>	✓
4.2.2	<p>Formal issuance of notice to proceed will be notice to proceed with delivery of the contract items. Vendor and Agency shall meet at the Agency's premises within 10 days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date and time. Vendor must be flexible to accommodate Agency commitments as this Contract Item can only be installed during the last 10 days of the month.</p>	✓
4.2.3	<p>Printer must be operational within 24 hours after the installation. All mandatory functionality listed within this RFQ will be tested; a formal change order from the Agency to the Purchasing Division will be pursued thereafter. Upon receipt of this official change order, the warranty will begin.</p>	✓
4.2.4	<p>Vendor shall provide on-site training to all operators, including nightshift, within the first 36 hours of operation. At a minimum this is to include at no cost a demonstration of all printer features, command functions and the replacement of consumable items.</p>	✓
4.2.5	<p>Vendor shall include the cost to warrant for one year in the cost of the printer. Vendor will list the cost to maintain the Contract Item for the first year of ownership. Subsequently the vendor will list the price maintenance for two additional one-year periods. Active maintenance from the Vendor will ensure that the vendor will make any necessary repairs, replace any</p>	✓

	defective parts, perform preventative maintenance, install/update software changes, replace all monthly consumables other than paper and staples	
4.2.6	Vendor must provide 7 day / 24 hour service with (1) hour call back and (4) hour on-site support for the duration of the warranty period.	✓

5. CONTRACT AWARD:

4.1 Contract Award: The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Xerox acknowledges and understands.

4.2 Pricing Page: Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

In completing the pricing page for this solicitation, a vendor should utilize the Excel pricing sheet to input associated cost per unit of measure provided. Cost of maintenance must include the cost of replacing all consumables other than paper and staples. The estimated annual usage per month has been provided. The extended annual cost will be calculated by multiplying the cost per unit of measure and the agency provided estimated quantity. Vendor is requested to include also the cost of consumables should the agency exceed the projected usage.

NOTE: The estimated purchase volume 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

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. 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 the Buyer. Please include the solicitation number or name in the subject line: Guy.L.Nisbet@WV.Gov.

Xerox acknowledges, understands, and will comply.

6. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Xerox acknowledges and understands.

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 14 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Building 6, Room B-148, 1900 Kanawha Blvd E, Charleston WV 25305.

Xerox acknowledges, understands, and will comply.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Xerox acknowledges, understands, and will comply.

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

Xerox acknowledges, understands, and will comply.

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

Xerox acknowledges, understands, and will comply.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. 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.

Xerox acknowledges, understands, and will comply.

7.5 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.

Xerox acknowledges, understands, and will comply.

Pricing

Please reference the Cost Proposal for the required pricing and form.

Vendor Preference Certificate

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification: or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces: the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project,

on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Xerox Corporation

Signed:

Date: May 20, 2014

Title:

Purchasing Affidavit

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Xerox Corporation _____

Authorized Signature: John B. O'Connor Date: May 20, 2014 5/14/14

State of New York

County of Monroe, to-wit:

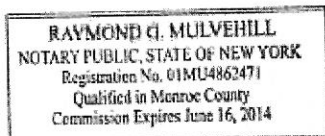
Taken, subscribed, and sworn to before me this day of 14TH MAY, 2014

My Commission expires 6/16, 2014

AFFIX SEAL HERE _____

NOTARY PUBLIC

Raymond C. Mulvehill



Certification and Signature Page

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.

Xerox Corporation

(Company)



(Authorized Signature)

Paula Leger, Contract Manager

(Representative Name, Title)

850-934-5969

(Phone Number)

(Fax Number)

May 20, 2014

(Date)

Addendum Acknowledgement Form

Solicitation No: ISCP0050

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. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

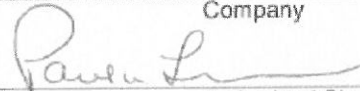
Addendum No. 5

Addendum No. 10

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

Xerox Corporation

Company



Authorized Signature

Date: May 20, 2014

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

Xerox Governing Terms & Conditions

We have reviewed the State of West Virginia Invitation for Bid ("BID") and have prepared the requested / enclosed Outright Sale With Maintenance Proposal for your consideration. Although the Proposal is based on the requirements included in your BID, our Proposal does include some responses that are slightly different. This document and our Proposal explain those differences. In addition, we have included some Additional Terms that were not addressed in the State of West Virginia BID. In addition, we have included a copy of our standard Xerox Outright Sale With Maintenance Agreement that includes additional information and terms associated with our offer. Please note that Xerox's Proposal is contingent upon the accuracy of the information included in the State of West Virginia BID and Xerox's review of the State of West Virginia credit. Any material change to the information provided by the State of West Virginia, or the State of West Virginia credit, may result in a change to Xerox's offer.

Please note that Xerox agrees to negotiate a solution that is acceptable to both parties if any of the below clarifications or Additional Terms are inconsistent with West Virginia law, or are otherwise unacceptable to the County. Our team is also prepared to discuss our Proposal in detail, and adjust our proposed equipment, support services, terms, and/or price offering based on the State of West Virginia final requirements. Upon award of this BID, Xerox agrees to negotiate a Contract that incorporates the mutually agreed terms contained in the State of West Virginia BID, our Proposal, Xerox's Xerox Outright Sale With Maintenance Agreement, and any additional negotiated item(s).

Xerox's Clarifications to the State of West Virginia BID

Xerox provides the following clarifications and comments to the below listed BID requirements.

Term of Contract

Xerox Maintenance Agreement provides for a fixed maintenance term of 36 months. Upon expiration, optional Renewal periods/future maintenance pricing will be based on Mutual consent.

Item #24, Cancellation

Xerox acknowledges the State of West Virginia right to terminate the affected equipment due to Xerox's failure to provide the contracted Services, provided the State notifies Xerox in writing of the specific performance shortfall, and allows Xerox 30-calendar days to correct the performance failure to the contracted specification.

Item #34, Assignment

Please note that Xerox reserves the right to assign the Xerox Maintenance Agreement to a parent, subsidiary, or affiliate of Xerox. Such assignment shall be transparent to the State.

Item #37, Bankruptcy

Please note that equipment placements can only be terminated due to bankruptcy, the general assignment for the benefit of creditors, or the appointment of a receiver if Xerox has failed to cure a performance issue after being provided written notice and provided 30-days to cure the failure to the contracted specification.

Item #46, Indemnification

Xerox will agree to this indemnity provision with the exception that it will not indemnify the State due to any negligent or willful act on the part of the State, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.

Section 4, General Requirements

Equipment provided under the Contract is currently manufactured by Xerox, though the equipment may contain recycled components that have been reprocessed to meet Xerox' new parts performance standards. The State will be the first user of the equipment.

Section 4.2.5

Xerox-branded equipment is backed by Xerox's Total Satisfaction Guarantee that allows the State, at its request, to replace the equipment with an identical model or, at the Xerox's option with a machine with comparable features and capabilities. The guarantee will be effective for three years following the equipment's installation for purchased equipment that is continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or maintenance plan, except for equipment damaged or destroyed due to an Act of God. If the situation arises, where the equipment does not perform to its published specification and the State elects to exercise the Total Satisfaction Guarantee, Xerox will meet with the State of West Virginia representative and arrange a mutually agreeable time for the equipment's exchange.

Section 4.2.6

Please note that Xerox's response time is to return all service calls within one business hour, and to arrive on-site on average within 3.5 to 4 business hours if the problem cannot be resolved over the phone. Response time is calculated based on the quarterly response time average for the States entire Xerox-branded equipment population.

*** Last Clarification ***

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Additional Terms

These additional terms are incorporated into the Xerox Proposal and are in addition to the terms included in the State of West Virginia BID.

General Terms

1. **Products.** "Products" means Xerox-brand equipment ("Equipment"), Software, Consumable Supplies and Maintenance Services ordered under the Contract. Customer represents that the Products: (i) will be used in Customer's business in the United States, its territories and possessions ("U.S.").
2. **Order Documents.**
 - A. **Contract & Order Acceptance.** Xerox may accept the Contract or any Order under the Contract either by Customer's written signature on the Contract or Xerox Order Document or upon receipt of Customer's signed purchase order..
 - B. **Order Documents.** Customer may issue purchase orders or other Customer documents, or use Xerox order forms ("Order" or "Agreement" document(s)) for order entry purposes only, describing the acquisitions under the Contract, specifying Customer's requested shipment date, installation site, bill-to address, quantities ordered, product description including any Trade-In Equipment, components, pricing, and installation term. Regardless of the form, the Order Documents must reference the Customer or Xerox Contract number. Notwithstanding anything contained in any Order Document which is at variance with or additional to the Contract, Order Documents will incorporate and be subject solely to the terms and conditions of the Contract, except for additional Xerox agreement terms and conditions related to options selected by Customer.
 - C. Upon acceptance by Xerox, the Order Document creates an Individual Agreement for the Products identified under the Contract.
 - D. Order Documents may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) "in writing"; (ii) "signed" by the Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) valid and enforceable.
 - E. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document and Customer authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

3. **Total Satisfaction Guarantee.** If Customer is not totally satisfied with any Equipment delivered under the Contract, Xerox will, at Customer's request, replace it without charge with identical Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. This Equipment Guarantee applies only to Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. The Equipment Guarantee is effective for 3 years after the Installation Date for purchased Equipment.
4. **Delivery & Removal.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or disassembling Equipment to move through tight doorways or through narrow halls.
5. **Trade-In Equipment.** Customer warrants that Customer has the right to transfer title to the Equipment Customer is trading in as part of an Order ("Trade-In Equipment"), and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes the Trade-In Equipment from Customer's premises. Customer will maintain the Trade-In Equipment at its present site and in substantially the Trade-In Equipment's present condition until removed by Xerox. Customer will pay all accrued charges for the Trade-In Equipment, up to and including payment of the final principal payment number and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from the Customer's premises.
6. **Equipment Commencement & Installation Dates.** The initial Term of an Order that includes Equipment will commence on the "Installation Date", which means: (a) for Equipment installed by Xerox, the date Xerox determines the Equipment to be operating satisfactorily and is available for Customer's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "Customer Installable", the Equipment delivery date.
7. **Funding.** Customer represents and warrant that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is Customer's intent to use the Products for the entire term of the Contract and to make all payments required under the Contract. If (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox, in its sole discretion, within Customer's general organization who can continue the Contract, the Contract may be terminated. To effect this termination, Customer must, at least 31 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds, notify Xerox in writing that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by payment of all sums then owed through the current fiscal year under the Contract. Customer will return the Equipment, at Customer's expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payment obligations beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).
8. **Maintenance Services.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services are provided as a mandatory part of a Maintenance Order. The service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner
 - A. **Basic Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
 - B. **Replacement Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.

- C. **Installation Site.** Customer is responsible for all physical, mechanical, and electrical expenses associated with preparing and maintaining the Equipment installation site, and agrees to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies.
 - D. **Customer Training and Analyst Services.** Initial Customer Training and Analyst Support Services are included in the maintenance pricing. Additional training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.
 - E. **Cartridges.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
 - F. **Consumable Supplies.** If "Consumable Supplies" are included in the Maintenance Plan, Maintenance Services will include black toner and/or solid ink and color toner, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are Xerox's property until used by Customer, and Customer will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, Customer agrees to return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30-days after such notice, Xerox may charge Customer for such excess usage. For the avoidance of doubt, Xerox's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of test and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession. Xerox may charge a shipping and handling fee for consumable supplies.
 - G. **Meter Reads.** Customer will provide meter reads using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
 - H. **Copy Credits** -- You will receive one copy credit for each copy presented to Xerox that is unusable and also for each copy that was produced during the servicing of the Equipment. Copy credits will be reflected on the invoice as a reduction in the total copy volume.
 - I. **Replacement.** Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another Xerox-branded model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the Equipment's Agreement Term.
 - J. **End of Service.** Xerox has no obligation to maintain or replace Equipment beyond the Equipment's "End of Service" date for that particular model of Equipment. End of Service means the date announced by Xerox after which Xerox will no longer, offer maintenance services or parts for a particular Equipment model. An End of Service Equipment List is available upon request.
9. **Relocation.** All relocations must be arranged or approved in advance by Xerox until Customer has paid the Case Purchase or Installment Purchase price in full or if the Equipment is acquired under a Lease or

Rental Order. The relocation will be at Customer's expense and Customer remains responsible to make all payments under the applicable Order while the Equipment is being relocated. Equipment cannot be relocated outside of the U.S.

10. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information management systems. If requested in writing Xerox will turn off and disable the Remote Services capability.
11. **Data Security.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
12. **Warranty Disclaimer & Waivers.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Intellectual Property Indemnity.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. Customer will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product, less a reasonable lease value for the period it was available to Customer, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to Customer's specifications, or being used or sold with products not provided by Xerox.
14. **Limitation of Liability.** Xerox will not be liable to Customer for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
15. **Force Majeure.** Xerox will not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify Customer if such a circumstance occurs.
16. **Payment.** All payments are due within 30-days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligations.
17. **Taxes.** Customer is responsible for all applicable taxes, fees, or charges of any kind, (including interest and penalties) assessed by any governmental entity on the Contract or the amounts payable under the Contract ("Taxes"), which will be included in Xerox's invoice, unless Customer provides proof of its tax exemption status. Taxes do not include taxes on Xerox's income and, for Lease Orders taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease Order is a lease for all income tax purposes, and Customer will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with its role as lessee of the Equipment.
18. **Late Charges & Default.**
 - A. **Late Charge.** If a payment is not received by Xerox within 10-days after the due date (40 days after the invoice date), Xerox may charge, and Customer will pay, a late interest charge as allowed under West Virginia law.
 - B. **Default.** Customer will be in default under an Order if Xerox does not receive any payment within 15 days after the date it is due (45-days after the invoice date) or Customer breaches any other obligation under the Contract, any Order, or any other Contract with Xerox. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce the Contract or any Order.

19. **Amendment.** All changes to the Contract or any Order must be made in writing and signed by both parties. The amendment of any Order shall not affect the obligations of either party under any other Order under the Contract.

20. **Notices.**

- A. Unless provided otherwise in the Contract, notices under the Contract or any Order must be sent in writing to the party's address identified in the Contract. Notices will be deemed delivered 5 days after mailing by first class mail, 2 days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of a facsimile transmission, when followed by mailing of such notice as provided herein.
- B. Invoices are not considered notices under the Contract. All payment related notices under an Order will be sent: (a) to Customer at the "Bill to" address in the Order, and (b) to Xerox at the inquiry address on the most recent invoice.
- C. All other notices under the Contract or an Order shall be sent to a party at its address or facsimile number below.

To Customer:

x
x
x
x

To Xerox:

Office of General Counsel
Xerox Corporation
45 Glover Avenue
P. O. Box 4505
Norwalk, CT 06856-4505:

- D. Either party may change its address or facsimile number for receipt of notice by notifying the other party at its address or facsimile number below.

21. **Government Representations & Warranties.** Customer represents and warrants, as of the Contract's effective date and of each Order hereunder, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and is authorized to enter into, and carry out, Customer's obligations under the Contract, or any Order hereunder, and any other documents required to be delivered in connection with the Contract, or any Order hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances, and regulations, including all applicable laws governing open meetings, public bidding and appropriations required in connection with the Contract or an Order hereunder, and the acquisition of the Products, and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and will be used only by Customer and only to perform such function; (5) Customer's obligations to remit payments under the Contract or any Order hereunder constitute a current expense and not a debt under applicable state law; and (6) no provision of the Contract or any Order constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of the Contract or the subject Order.

22. **Miscellaneous.**

- A. **Communication.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means, including cellular phone, email, automatic dialing, and recorded messages, using any phone number (including cellular) or electronic address Customer provides to Xerox.
- B. **Governing Law.** The Contract is governed by the laws of the State of West Virginia (without regard to conflict-of-law principles). In any action to enforce the Contract or any Order under the Contract, the parties agree (a) to the jurisdiction and venue of the federal and state courts in West Virginia, and (b) to waive their right to a jury trial.
- C. **Severability.** If a court finds any term of the Contract or any Order unenforceable, the remaining terms will remain in effect.
- D. **Waiver.** The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy.

- E. **Contract Documents.** Each party may retain a reproduction (e.g., electronic image, photocopy, and facsimile) of the Contract and each Order under the Contract, which will be admissible in any action to enforce it, but only the Agreement or Order held by Xerox will be considered an original.
- F. **Compliance With law.** Both parties will comply with applicable federal and state laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of the Contract or any Order that would be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under the Contract or any Order to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under the Contract or the subject Order, or refunded to Customer.

Purchase and Maintenance Terms

23. Cash Purchase.

- A. **Title and Risk.** Title and risk of loss to Equipment will pass to Customer upon delivery and installation of the Equipment. Until the products are paid for in full Customer will insure the Product against loss or damage, and the policy will name Xerox as a loss payee.
- B. **Payment.** Customer's payment under a Cash Purchase Order shall consist of the Net Price amount for the Equipment purchased there under and all applicable Taxes.
- C. **Customer Default & Remedies.** If Customer defaults under the Contract or a Cash Purchase Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid as allowed under West Virginia law.

24. Maintenance Terms for Customer Owned Equipment

- A. **Individual Agreement Term.** An Individual Maintenance Agreement will commence upon installation and expire on the last day of the 36th full calendar month thereafter, as applicable.
- B. **Payment.** Each Minimum Periodic Base Charge includes a Periodic Minimum Number of Prints ("Minimum Prints"). The Minimum Periodic Base Charge, along with any additional Print Charges for prints made in excess of the Minimum Prints and all applicable Taxes, cover Customer's cost for the Equipment's maintenance, provided as Maintenance Services in an Individual Maintenance Order written hereunder. The Minimum Periodic Base Charge will be billed in the month due and additional Print Charges are billed in arrears.
- C. **Fixed / Variable Pricing.** The Minimum Payment and Print Charges will not increase during the initial 36 months of the Individual Maintenance Order. Thereafter, Xerox may annually increase the Minimum Payment and Print/Supply Charges with thirty (30) days prior written notice.
- D. **Renewal.** Xerox will notify Customer at least 30-days prior to the expiration of the then-current term of each Individual Maintenance Order and, unless a cancellation notice is received from Customer, or provided to Customer by Xerox, prior to the expiration of the then-current Maintenance Order term, the Individual Maintenance Order will automatically renew for a term of the same number of months as the initial Term.
- E. **Customer Default & Xerox Remedies.** If Customer defaults under the Contract or an Individual Maintenance Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate as allowed under West Virginia law; and (b) the lesser of (i) the remaining Minimum Periodic Base Charge in such Individual Maintenance Agreement's term or six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.

Software

- 25. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of

equipment for as long as Customer is current in the payment of all fees. applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software".

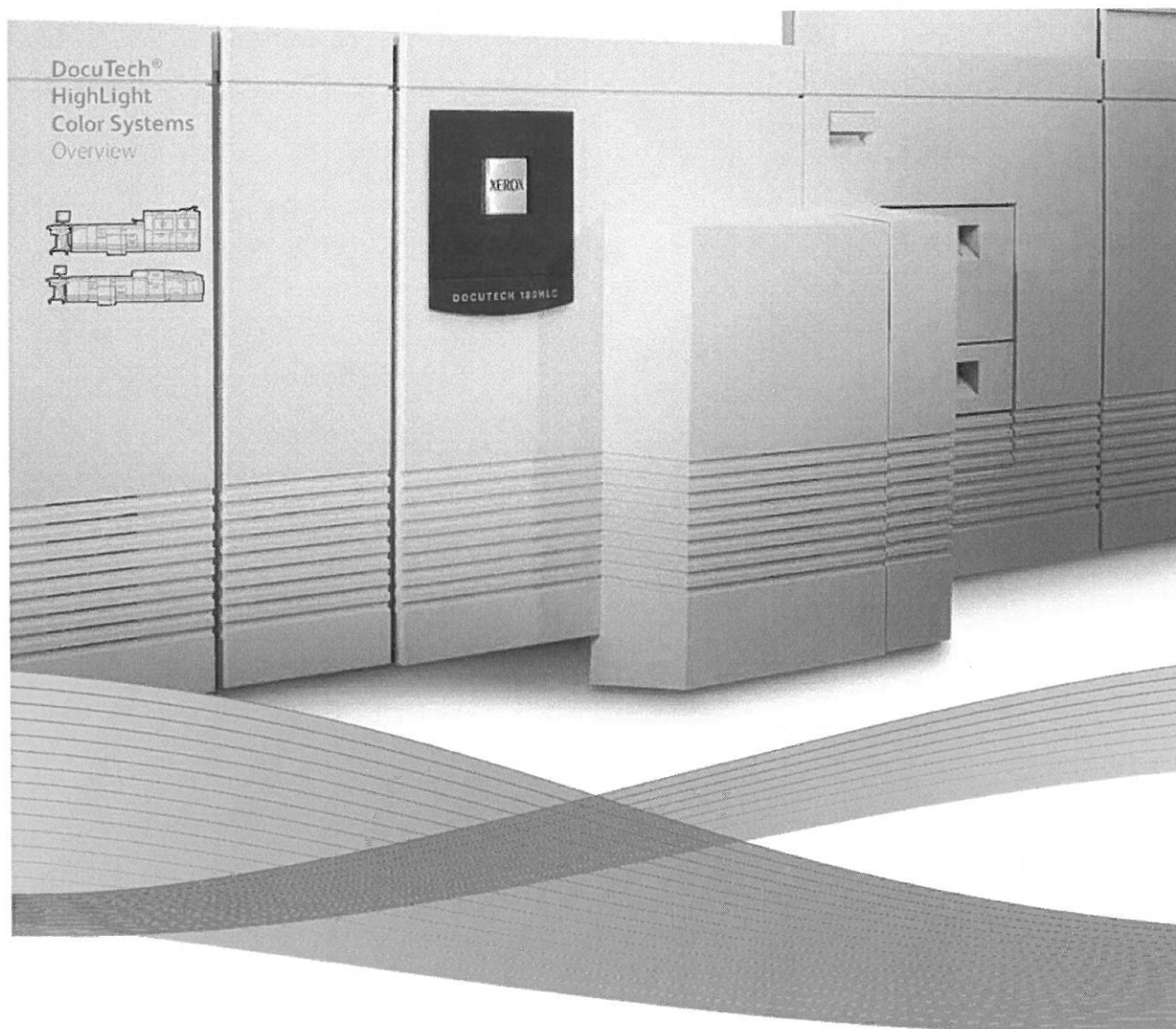
- A. Customer has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.
- B. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.
- C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which Customer has rented or leased the Equipment, unless Customer has exercised an option to purchase the Equipment or if (b) if Customer is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if Customer no longer uses or possesses the Equipment.
- D. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
- F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

26. **Software Support.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable fees.

- A. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.
- B. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software.
- C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government Customer's annual contract cycle.

27. **Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. Customer agrees that Customer's acquisition of the Equipment does not grant Customer a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. Customer agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to Customer's facility will be during normal business hours.

Appendix A : Xerox DocuTech HCL155 Brochure



Xerox® DocuTech® 128/155/180
HighLight Color Systems
One more color.
Infinitely greater possibilities.



Add one color— multiply the power.

Color can do so much more than enhance the look of your document. It can help you reach your business goals. Adding color enables you to draw the viewers' eye to where you need its attention—so you have the opportunity to make every page of your document do its job faster and more effectively. The DocuTech® 128/155/180 HighLight Color Systems multiply that opportunity with high-speed black-plus-one-color printing. The results? Increased response rates and new applications.

Get results.

Comparable to the price of monochrome, the Xerox® DocuTech 128/155/180 HighLight Color Systems provide you with the power and flexibility to create high-value, high-impact applications. Whether you're revitalizing existing documents or maximizing new ones, highlight color in the right places will make them more effective than ever before. Not to mention increase your return on investment.

Direct the eye.

Black and white lacks the impact of an application with color. The document gives no indication of which information is the most important.

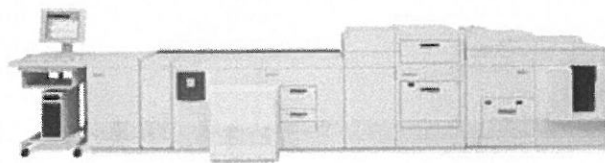
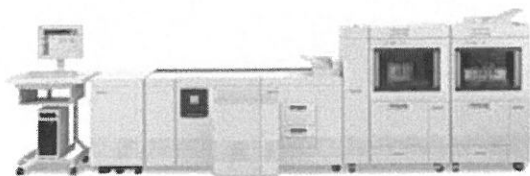
Full color is certainly attractive, but it still doesn't use color strategically to focus the reader on a particular item.



See the difference.

Highlight color makes your key points—sale prices, discounts, etc.—instantly clear. It also draws attention to critical messages—including expiration dates, warning labels, and instructions—the focus of the page.





One color motivates.

Adding a single color allows you to improve the reader's experience. By placing the eye where you want it, when you want it there, you can motivate the reader to:

- **Buy the product** you want them to buy when you emphasize a great price, or a limited-time discount
- **Pay more promptly** by calling out an outstanding balance or due date on an invoice
- **Take action more decisively** by highlighting the urgency of your message
- **See the answer more quickly** in training documents and understand the key to your message right away
- **Remember** something such as your brand, your products, your contact information, and more

For many applications, full color may not be as powerful as a single, well-placed color. You can get more persuasive impact from a black-plus-one-color document than from full color—at a better price.

One color breaks through.

Every day, we're bombarded by thousands of messages. Advertisements, invoices, notices, posters, sale flyers, booklets, brochures, and more vie for our attention. The ones that succeed are strategically conceived and compellingly executed. Highlight color gives you the power to:

- **Make your messages stand out** from the crowd and get the attention they deserve
- **Make it easy** for the reader to focus on key information

One color expands opportunities.

The DocuTech® 128/155/180 HighLight Color Systems are simply the world's fastest cut sheet highlight color printer. It gives you the power of production-level speed and productivity. With one system, you can expand your applications, opportunities, and profits. And you can add the flexibility and strength of the Xerox FreeFlow® collection of software to complement and enhance your workflow. That's the power of Xerox highlight color.

Whether you're printing in black or black-plus-one color, the Xerox Highlight Color Systems are the world's fastest cut sheet highlight color printers.

HighLight Color Systems with DocuTech® power.

Great strength comes from the core. Using the high-quality DocuTech system as a base, we've built machines that give you greater publishing and printing power than ever before. Printing at 128/155/180 ppm, speed will never be an issue. And stitching, binding, interposing, and high-capacity stacking options give you finishing capabilities you've only dreamed of.

A

Powerful software that fits your workflow.

The power of FreeFlow® Print Server workflow software, combined with the DocuTech HighLight Color Systems, provides you with unmatched job management, including:

- A powerful server for efficient operation
- Concurrency to RIP, print, and program—all at the same time
- A state-of-the-art processor with the horsepower for even the most complex jobs and challenging production environments

B

Accept more jobs with more formats.

The HighLight Color Systems have the flexibility to accept jobs via:

- TCP/IP, Netware, AppleTalk®
- IBM® Channel: Bus and Tag
- Native support for Adobe® Postscript® level 3, PDF, HP PCL6, VIPP®, TIFF, PPML, RDO, and ASCII
- Native support for LCDS, IPDS (optional)
- Integrated FreeFlow components: FreeFlow Variable Information Suite, FreeFlow Makeready®, FreeFlow Web Services, FreeFlow Process Manager®, FreeFlow Print Manager (optional)

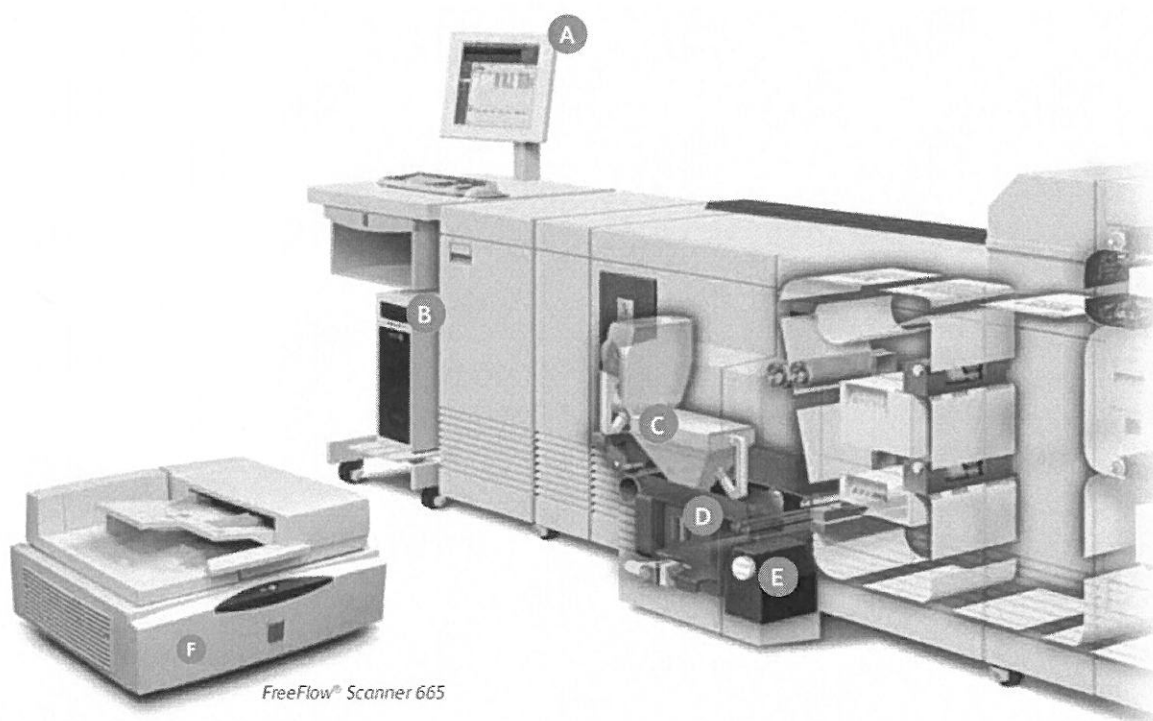
C

Outstanding results from a combination of two print technologies.

The HighLight Color Systems rely on two imaging technologies—a xerographic engine with a laser imaging system for black, and a light-emitting diode imaging system for color. The black and color images are built on the photoreceptor in a single pass and transferred to the paper at full printer speeds.

Resolution:

- 600 x 2,400 dpi for black
- 600 x 600 dpi for color



FreeFlow® Scanner 665

The speed to meet your needs. The HighLight Color Systems are available in three speeds—128, 155, or 180 ppm. As your business needs change and grow, you can easily increase your speed at a later date with our on-site upgrades. We also offer two configurations with finishing options.

D

Pop in a new color for even more bang.

Changing color is as simple as replacing the customer-changeable units (CCU). It's incredibly quick and easy to add the impact of blue, cyan, red, cardinal red, magenta, violet, green, royal blue, or yellow to your black and white documents. Paperless Automatic Print Quality Adjustment (PQA) ensures outstanding, consistent image quality.

E

Consistent quality that turns heads.

SmartPress™ Imaging technology ensures the quality of the highlight color image. This non-contact imaging process exposes a toner cloud to the charged photoreceptor, reducing potential damage to the paper and enhancing image quality.

F

Distributed scanning or no scanning. It's your choice.

Optional distributed scanning with FreeFlow Scanner 665 makes all the prepress functions you perform on your digital documents easier. It's the distributed scanning solution that fits into your workflow, offering flexible makeready and outstanding image quality at 600 x 600 dpi for both color and black and white scanning, with output resolution at up to 1,200 x 1,200 dpi interpolated.

No matter what finishing and binding options you choose, the DocuTech® HighLight Color Systems use the same powerful and versatile technology for high-quality, two-color documents on a wide variety of media.

The DocuTech® HighLight Color Systems. Your needs—your configuration.

Bound for success. Stitching and binding is all about adding value. With the new highlight color binding configuration, you get more ways to create high-impact documents while actually enhancing your workflow processes.

A

Keep jobs going continuously with robust feeding.

More sheet capacity per tray and continuous feed options keep you running.

Sheet capacity:

(At 20 lb./80 g/m²)

- Tray 1: 1,100-sheet capacity
- Tray 2: 600-sheet capacity
- Tray 3: 2,600 sheets each
- Tray 4: 550 sheets each (Post-fuser insertion only)
- Tray 5: 2,600 sheets each

Roll feed options:

- Third-party roll feed options supported via Level 1 Digital Finishing Architecture (DFA). Please check with your Xerox representative for availability.

B

The stocks you need to get the job done.

Type—Label stock, tab stock, carbonless paper, pre-perforated stock, safety stock, and other specialized application materials

Size—From 8" x 10" to 14.33" x 17" (179 mm x 254 mm to 363 mm x 432 mm, including A4, A3, B4)

Weight—From 16 lb. to 110 lb. (60 to 200 g/m²) cut-sheet paper

C

More ways to stack the results.

The bindery finishing option comes standard with a 3,000-sheet, 20 lb. (80 g/m²) stacker. But that's only the start. You can choose optional stackers, including:

- 5,000-sheet stacker
- Additional 5,000-sheet stackers available

D

Stitch binding with additional options.

The new stitcher module stitches from 2–70 sheets with one or two adjustable settings.

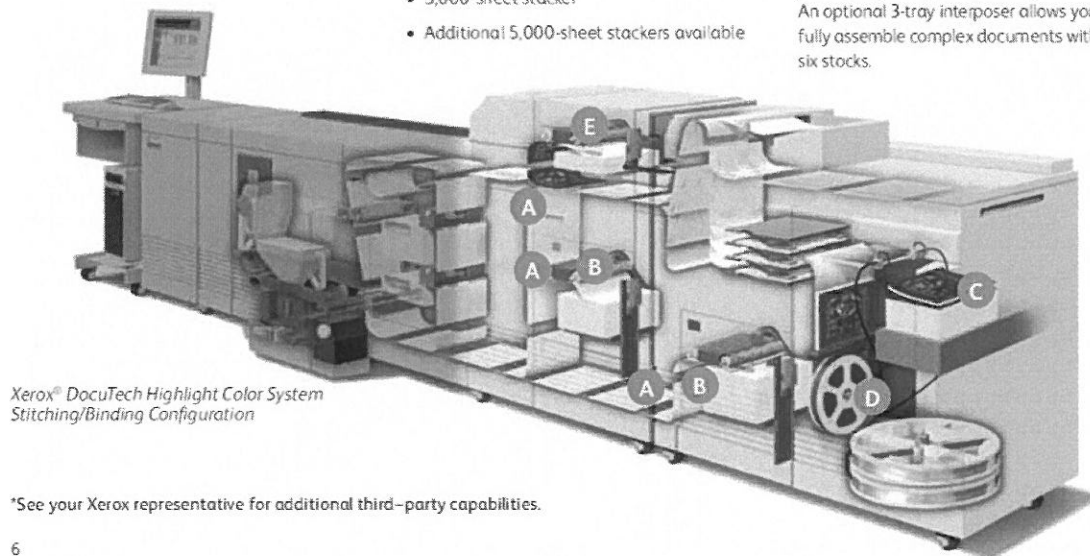
Tape binding to suite your needs.

With capacity of 15 to 125 sheets, and your choice of tape colors (black, blue, red, gray, or white, at 425 11" binds-per-tape reel and 400 A4 binds-per-tape reel), tape binding gives your applications greater value, impact, and quality.

E

Adds value and variety to your documents.

The 2-tray Interposer allows you to insert color covers and inserts post-fusing—improving productivity by eliminating hand collation of jobs after printing and enabling in-line finishing. An optional 3-tray interposer allows you to fully assemble complex documents with up to six stocks.



Xerox® DocuTech HighLight Color System
Stitching/Binding Configuration

*See your Xerox representative for additional third-party capabilities.

Stack the results in your favor. Whatever your specialty, flexible solutions give you the ability to take advantage of more opportunities when they appear. With an agile stacking configuration, you're ready to leap on more types of jobs than ever before.

A

Keep jobs going continuously with robust feeding.

More sheet capacity per tray and continuous feed options keep you running.

Sheet capacity:

(At 20 lb./80 g/m²)

- Tray 1: 1,100-sheet capacity
- Tray 2: 600-sheet capacity
- Trays 3 and 4 (high-capacity feeders): 2,600 sheets each

Roll feed options:

- Third-party roll feed options supported via Level 1 Digital Finishing Architecture. Please check with your Xerox representative for availability.

B

The stocks you need to get the job done.

Type—Label stock, tab stock, carbonless paper, pre-perforated stock, safety stock, and other specialized application materials

Size—From 8" x 10" to 14.33" x 17" (179 mm x 254 mm to 363 mm x 432 mm, including A4, A3, B4)

7" x 10" (178 mm x 254 mm) enablement kit

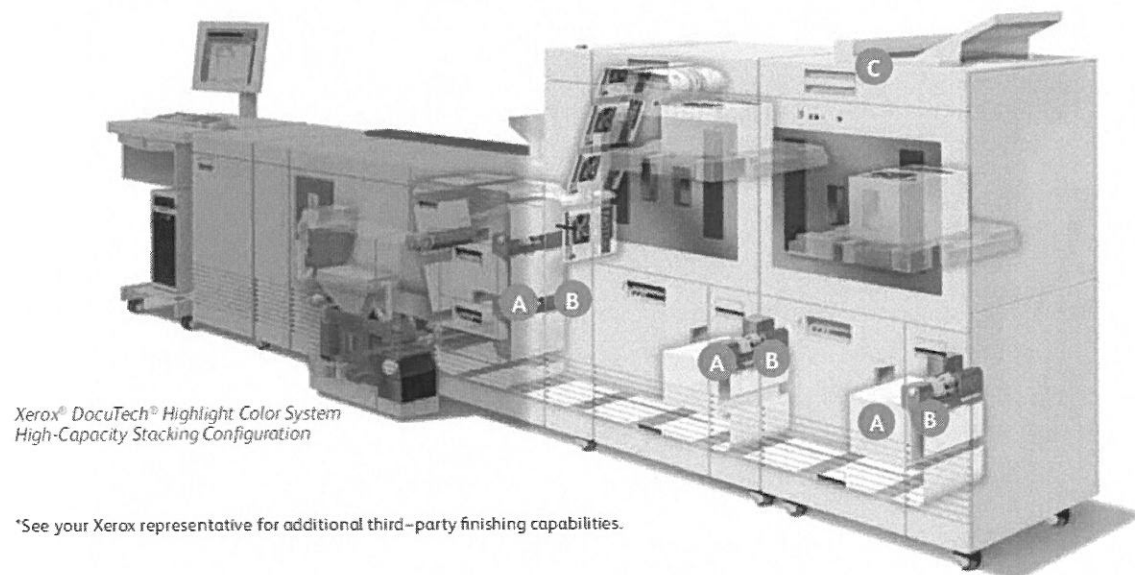
Weight—From 16 lb. to 110 lb. (60 to 200 g/m²) cut-sheet paper

C

More finishing options than ever.

Base finishing module includes two high-capacity stackers (standard)—2,500-sheet capacity each (20 lb./80 g/m² stock). Up to two additional high-capacity stackers are optional.

Looking for more finishing flexibility? Check out our expanded options.*



Xerox® DocuTech® Highlight Color System
High-Capacity Stacking Configuration

*See your Xerox representative for additional third-party finishing capabilities.

Your spectrum of opportunity has blossomed.

It's all within your reach. Adding Xerox quality, speed, options, and service to a new line of applications might sound like an expensive proposition. But it's not. Adding the highlight color opportunity is more affordable than you might think. And in terms of return on investment, it's a downright bargain.

A precise blend of benchmark technologies.

The Xerox® DocuTech® HighLight Color Systems combine technology from the industry benchmark Xerox monochrome production printers with a completely new color imaging system. It takes two separate, yet fully integrated imaging systems combined to deliver up to 180 pages per minute and a duty cycle of up to six million impressions per month. This intense productivity is powered by a patented process of printing black and color in a single pass—meaning production-level output for black-only images and for black-plus-one-color images. There's never a slow-down for highlight color or for printing on heavier stocks.



Making the most of color.

The Xerox® DocuTech® HighLight Color Systems bring the cost of color closer than you might think to the cost of monochrome. The unique technologies involved make highlight color a great opportunity, providing you with:

- **Great productivity** to handle production-level job volumes
- **More effective documents** with highlight color for more satisfied, loyal customers
- **A broader range of applications**, including personalized, customized content with variable data
- **Production capability for complex documents** that include color integration, color covers, tabs, multiple stocks, and a wide array of finishing

The speed to stay ahead of the curve.

The Xerox DocuTech HighLight Color Systems are available in three speeds—128, 155, and 180 ppm. The expanded finishing option is available at 128, 155, and 180 ppm as well. So start with the speed you need today and grow in the future with easy, on-site speed upgrades.

Take your pick of colors.

The DocuTech HighLight Color Systems give you the choice of black plus blue, cyan, red, cardinal red, royal blue, violet, green, magenta, or yellow standard toners.

Custom colors.

Not all applications call for standard colors. Some customers will come to you looking for a color that matches their brand. Xerox Custom Blended Highlight Colors are designed to help you meet these requests. Whatever the hue, we'll work with you to create a color that meets your customers' requirements—and exceeds their expectations.

Pop in a new color for even more bang.

Changing color modules couldn't be easier. The modules are designed for replacement by your printer staff in just minutes. Simply roll the color cart up to the machine, open the housing, and exchange the module. That's it. And as you begin to use more colors, you'll be able to switch colors just as easily, expanding the applications and jobs you can take in. Regardless of whether you're printing in black or highlight color, the HighLight Color Systems print at top-rated speeds.

GRAND OPENING SPECIAL

Take an extra **10%** off!

Take an extra **15%** off!

Take an extra **15%** off!

Take an extra **20%** off!

Take an extra **15%** off!

GRAND OPENING SPECIAL

Take an extra **20%** off!

Take an extra **10%** off!

Take an extra **10%** off!

Take an extra **10%** off!

Take an extra **15%** off!

Just sold!

Just sold!

Just sold!

Just sold!

Expand your offerings and enhance your productivity.

The DocuTech® HighLight Color Systems open the door to opportunities. Add highlight color, variable information printing, a range of data streams, and finishing options and watch your horizons expand. The Xerox® FreeFlow® Digital Workflow Collection makes it all work to enhance your workflow processes.

Every system we develop works to enhance your workflow.

The Xerox DocuTech HighLight Color Systems work in conjunction with the Xerox FreeFlow Digital Workflow Collection—a growing suite of workflow products—to fit seamlessly into your workflow. Developed to open standards, FreeFlow products are designed to let you leverage your existing workflows and enable increased productivity and profitability. FreeFlow products help build workflow solutions for output, process, and business management in environments from in-plant to commercial print. FreeFlow also supports the mainstays of the digital production workflows—from familiar Xerox names like VIPP, to software and finishing devices developed by more than 100 Xerox Business Partners.

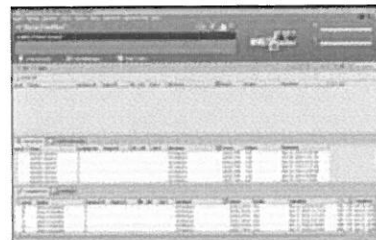
Your process. Our horsepower.

The DocuTech HighLight Color Systems give you the power and flexibility of the Xerox FreeFlow Print Server. FreeFlow runs on the latest processor technology to provide you with the horsepower you need for even the most complex jobs and challenging environments. You can use it to create up to 250 customizable print queues to batch and manage jobs more efficiently. You can assign characteristics to queues to perform powerful, time-saving functions, even overriding job parameters without operator intervention—and you choose the data streams that you need today, confident that you can add capabilities as you need them. FreeFlow also enhances your printing capabilities with:

- **Resource-based scheduling** assures the resources for printing are present before the job is scheduled
- **Page-level programming** applies specific programming to each page within a job—giving the operator total control, even for the most complex jobs
- **Remote workflow** allows control of any number of FreeFlow-based printers and Web-based management of jobs from any PC in the world
- **RIP while printing** keeps your process moving
- **Job forwarding** balances your workload

Variable printing, graphics, images, and data with strategic color.

Variable printing is now a standard offering. And it's easy and cost effective to add to your offerings with the HighLight Color Systems and the FreeFlow Variable Information (VI) Suite. The FreeFlow VI Suite can provide you with all of the resources you need to add variable graphics, images, and data to your documents within your optimized workflow. The end result is high-impact, high-value marketing communications that expand your applications and drive revenues. With the FreeFlow VI Suite workflow, you can expect optimal throughput and efficiency for all of your VI applications.



Up for your challenges.

To meet the demands of production print environments, your print solutions must be ready and reliable—every time you need them. The new technology behind the HighLight Color Systems allow them to provide exceptional reliability and maximum uptime to meet the demands of your business.

Breathe easy with Xerox prInteract™

prInteract is also available on the HighLight Color Systems to help:

- Diagnose problems
- Assess machine data
- Troubleshoot

prInteract is a collection of network-enabled services. These services are designed to improve problem diagnosis and proactively assess printer operations. That means more system uptime and reduced technician call time, both critically important to achieving increased productivity.

Highlighting quality.

Our digitally optimized papers and specialty media have been specifically engineered in concert with the Xerox DocuTech 128/155/180 HighLight Color Systems to provide outstanding productivity, superior reliability, and exceptional flexibility.

With our broad portfolio of papers and specialty media offered in a full range of weights and sizes, you will have the ability to customize your applications and highlight key messages on materials such as membership cards, newsletters, shelf talkers, reports, and manuals.



With our Xerox® DocuTech® 128/155/180 HighLight Color Systems, Xerox Supplies, and your imagination, the possibilities are endless.

Xerox and our environment: color us green.

Friendly to business and environmentally sound. There is no reason technological excellence has to come at the expense of the environment. And our long history of environmental leadership has taught us what's good for the environment can be good for business and our customers, too.

Designed with the environment in mind.

The Xerox® DocuTech® HighLight Color Systems:

- Reduce waste and energy through remanufacturing
- Utilize low power and off modes to conserve energy
- Use replaceable units that are designed for return and recycling
- Make efficient use of paper by using recycled papers, printing materials on-demand, and scanning documents to electronic files

**Contact your Xerox representative
to find out how printing in black-plus-
one-color can help you achieve your
goals. For more information on the
Xerox DocuTech 128/155/180 HighLight
Color Systems, call 1-800 ASK XEROX or
visit us on the Web at: www.xerox.com.**



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