



1102 Third Avenue, Suite 101
Huntington, WV 25701
Phone: 304.525.4009 Fax: 304.781.2342
www.peakeoffice.com

Fax

04/09/15 13:21:18
WV Purchasing Division

To: WV Purchasing From: Beth Marcum
Fax: 304-558-3970 Pages: 2
Phone: _____ Date: 4-9-2015
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

Addendum Acknowledgement Form

Bid - AUD1900000002
Buyer - Laura E Hooper
Bid opening - 4/9/2015
Bid time - 1:30

WV Purchasing has our bid submitted
on Feb 26, 2015. Please add this Addendum
Acknowledgement to our bid -

Thanks
Beth Marcum



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ – AUD150000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

Both Mue
Authorized Signature

4-9-2015
Date

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



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Huntington, WV 25701
Phone: 304.525.4009 Fax: 304.781.2342
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Fax

To: WV Purchasing From: Beth Marcum
 Fax: 304-558-3970 Pages: 2
 Phone: _____ Date: 4-9-2015
 Re: _____ cc: _____

Urgent For Review Please Comment Please Reply Please Recycle

Addendum Acknowledgement Form

Bid - AUD1500000002

Buyer - Laura E Hooper

Bid opening - 4/9/2015

Bid time - 1:30

04/09/15 09:24:55
WV Purchasing Division

WV Purchasing has our bid submitted
on Feb 24, 2015. Please add this Addendum
Acknowledgement to our bid -

Thanks
Beth Marcum



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ – AUD150000002

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)

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

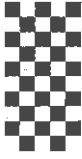
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information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

Xerox Corporation
Company

Beth Mauer
Authorized Signature

4-9-2015
Date

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



1102 Third Avenue, Suite 101
Huntington, WV 25701
Phone: 304.525.4009 Fax: 304.781.2342
www.peakeoffice.com



716 Lee Street
Charleston, WV 25301
Phone: 304-720-4009 Fax: 304.781.2342
www.peakeoffice.com

Fax

Bid Fax - 304-558-3970

To: WV Purchasing
Corey Clay

From: Beth Marcum

Fax: 304-558-2566

Pages: 2

Phone:

Date: 3/9/2015

Re:

cc:

Urgent For Review Please Comment Please Reply Please Recycle

Addendum Acknowledgment Form

Bid - AWD1500000002

Buyer - Corey Clay

Bid opening 3/12/15

Bid time 1:30

WV Purchase has our bid submitted 2/26/2015
Please Add the Addendum Acknowledgment to our Bid

Thanks
Beth Marcum



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1500000002

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)

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| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

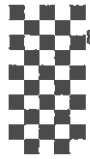
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Xerox Corporation
Company

Both Name
Authorized Signature

3-9-2015
Date

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



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716 Lee Street
Charleston, WV 25301
Phone: ~~304-720-4009~~ Fax: ~~304-781-2342~~
www.peakeoffice.com

Fax

To: WV Purchasing
Laura E Hooper.

From: Xerox / Beth Marcum

Fax: 304.558.3970

Pages: _____

Phone: _____

Date: 3/30/2015

Re: Phone
304-638-5005 / bmarcum@peakeoffice.com

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

Solicitation: And 150000007

Buyer - Laura E Hooper

Bid opening date 4/2/2015

Bid opening time 1:30

We are submitting this to add to our bid we submitted of Feb 26, 2015. We acknowledge the Addendums.

Please contact us if any question

Respectfully
Beth Marcum



03/30/15 16:27:59
WV Purchasing Division

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1500000002

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)

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Xerox Corporation
Company

Bob Mauer
Authorized Signature

3/30/2015
Date

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

SOLICITATION NUMBER: AUD00000002
Addendum Number: 7

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 No. 7

1. To change bid opening date to 4/2/15 at 1:30 PM.

No other changes.

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.

Revised 6/8/2012

RECEIVED TIME MAR. 30. 1:59PM



1102 Third Avenue, Suite 101
Huntington, WV 25701
Phone: 304.525.4009 Fax: 304.781.2342
www.peakeoffice.com



716 Lee Street
Charleston, WV 25301
Phone: 304-720-4009 Fax: 304.781.2342
www.peakeoffice.com

Fax Bid: 304-558-3970

To: Gregory Clay From: Beth Maer 07/04/15 16:11:38
WV Purchasing Division

Fax: 304-558-6026 Pages:

Phone: 304-558-2566 Date: 3-4-2015

Re: cc:

- Urgent For Review Please Comment Please Reply Please Recycle

Bid: AUD1500000002

Bid opening: March 5, 2015

TIME 1:30

Buyer - Gregory Clay

This is to acknowledge that I have receipt of the latest Addendums My bid that is already submitted is my bid - I took it in on the original bid opening date.

AGAIN my Bid that you have already is our Bid - please add this Acknowledgement to it.



Thank you
Beth Maer

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1500000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
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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

Beth M... ..
Authorized Signature

3-3-2015
Date

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

SOLICITATION NUMBER: CRFQ AUD1500000002
Addendum Number: 3

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:

1. To provide responses to vendor questions submitted regarding this solicitation, see attached.
2. To change the Buyer for this solicitation to Greg Clay.
2. To provide Addendum Acknowledgment form.

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.

Revised 6/8/2012

RECEIVED TIME MAR. 4. 4:06PM

PRINT TIME MAR. 4. 4:08PM

ATTACHMENT A

Revised 6/8/2012

RECEIVED TIME MAR. 4. 4:06PM

PRINT TIME MAR. 4. 4:08PM

AUD 1500000002

QUESTIONS AND ANSWERS

- 1) Given the current volume of 2,541,638, with 1,249,840 on one unit and 1,291,791 on the other, is a solution with 135 pages per minute acceptable? If it's not acceptable, why not?

Answer: Our current printer is at 160 PPM, we want an industrial strength printer. We lowered our requirements to 144 PPM. We have some narrow print windows which is why we require a high speed printer. If one of the printers is down we need the capacity to get the job(s) done.

- 2) Why is the machine required monthly duty cycle of 4.3 Million Prints necessary if the annual expected total volume is 2,541,638?

Answer: Our core mission is printing checks, and we want the most reliable printer possible

- 3) What print data streams will Unisys Enterprise Output manager be outputting to the printers?

Answer: Enterprise Output Manager (EOM) can directly create PCL, PostScript, Epson, text, PDF, TIF, and a variety of lesser known printer definition language print streams. EOM also has the ability to print to Windows Print Manager defined printers which can be configured with whatever driver is necessary for a particular printer.

3.1 Does Enterprise Output Manager output PPML data stream directly to the printers?

Answer: No.

3.2 Can it print to a PPML enabled printer?

Answer: Yes, if that is what the Windows driver composes the print stream into.

3.3 If not, why does the bid require PPML printing?

Answer: PPML is an XML-based print definition language "standard". It has a more efficient format so less traffic is sent over the network.

- 4) Why is there a line screen specification of 4800x600 dpi when the printers will be printing text?

Answer: We don't just print text. Graphics are included on the printing of check and the signature of Treasurer and Auditor are in color.

- 5) Does single pass duplexing mean print on both sides at once and printing on both sides without reloading the paper?

Answer: Yes, printing is done on both sides at once.

- 6) Under Specifications, page one, Item 2 Definitions, 2.1 "Desired Item"™ You list "Vendor to provide and install Xerox Nuvera DPS 144MX MICR Production system or "equal"™

Answer: Defined as Meeting or Exceeding the Specifications as defined in the RFQ.

6.1 How do you define "or equal"?

Answer: None if you can meet the specifications requested

6.2 What performance specification needs to be met outside of the specifications of that particular Xerox machine? ie " paper weight requirements of 56 gsm to 250 gsm"? What paper weight range does the State Auditor's department "actually" print on ?

Answer: We utilize a number of different paper weights for different print jobs. We want the flexibility of the ranges specified.

7) With the semi conductive magnetic brush technology (scmb) with emulsion aggregation (ea) toner, why is this required?

Answer: As stated earlier, printing checks is our core mission. As such we want the best toner available to ensure that we don't have checks rejecting as they go through the Federal Reserve & Banking systems. Rejects cost money and this is the toner that we want. Emulsion Aggregation (EA) fine particle toner produces even finer lines with the highest level of detailing, and a smooth, matte finish with 1200 x 1200 dpi RIP Resolution, 4800 x 600 dpi Print Resolution, and Halftone Screens at up to 156 lpi.

8) 3.1.5.3 Calls for exact paper requirements for each drawer. If you meet the total paper capacity, why does it matter how many sheets of paper will go in each drawer individually?

Answer: It doesn't matter but we were providing the specifications for the printer that we identified as meeting our requirements.

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:

WV State Auditor's Office
Capitol Complex, West Wing Room 100
1900 Kanawha Boulevard, East
Charleston, WV 25305
February 11, 2015 at 1:00pm

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.

02/26/15 11:10:21
WV Purchasing Division

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

Question Submission Deadline: February 18, 2015 at 5:00pm

Submit Questions to: **Dean Wingerd, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Dean.C.Wingerd@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening: Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

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

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

February 26, 2015 at 1:30pm

Bid Opening Date and Time:
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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. 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 or 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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within 90 days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional Three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 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 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.

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: In the amount of _____
\$500,000.00 or more.

Builders 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.

Business License

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

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

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

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. 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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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.

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

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

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

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

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

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

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

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

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

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Xerox Corporation
(Company)

Beth Mauer Beth Mauer, Asst. Dir.
(Authorized Signature) (Representative Name, Title)

304-638-5005-304-781-2342- 2/25/2015
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Auditor's Office to establish a contract for the one time purchase of two (2) Xerox Nuvera DPS144MX MICR Production Printer with Embedded Next Generation FreeFlow™ Print Service or equal.

In 2007 the State Auditor's Office installed two OCE VarioPrint 5160 non-impact high speed cut sheet printers (purchased from Unisys) in its production data center at the Capitol Complex to print approximately 2.3 million documents annually. A third used Unisys/OCE VarioPrint 5160 non-impact high speed cut sheet printer was purchased from Burroughs and was located to Flatwoods, WV for disaster recovery. The documents that are printed on these printers include a variety of MICR checks, W2's, and Notification of Deposits (NODS). These items are printed on a minimum of five different form types of various sizes and folds (Z-fold and Eccentric). The printers each have interchangeable developer stations and are used for printing with both E13B MICR and regular black toner. The printers each have one (1) paper input module (4 paper trays) and one (1) paper output module (2 output stacker drawers). We print an average of 2,541,638 physical pages annually of which over the last fiscal year 1,291,791 pages were printed using MICR and 1,249,840 were printed using regular toner. Burroughs currently provides the maintenance on the OCE 5160's.

The scope of this project is for a vendor to provide all of the hardware components and software licenses as listed on the Pricing Pages of Exhibit B, for a quantity of two (2) Xerox Nuvera DPS144MX MICR Production System with Embedded Next Generation Free Flow™ Print Service MICR Printer or equal and to also provide the necessary installation services, and configuration of the System. We are only replacing the two Oce 5160's in our production data center at the Capitol Complex with this procurement.

The Vendor will also be responsible for providing Admin and User Training and a Complete Cutover from the current OCE5160 printers to the new Xerox Nuvera DPS144MX (or Equal). The maintenance support plan for the Xerox Nuvera DPS144MX printers must also be fully conveyed in the vendor's response, along with maintenance pricing for coverage from 8:00 a.m. to 8:00 p.m. Monday through Friday. Vendor should also state where support personnel who will maintain our printers are located and expected response times and the amount of time it will take before a technician will be on-site.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 "Desired Item":** Vendor to provide and install Xerox Nuvera DPS144MX MICR Production System or equal.

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

2.2 "Contract Item" means Xerox Nuvera DPS144MX MICR Production Print System components as shown by item number on the Pricing Page or equal.

2.3 "Bid Evaluation 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 B.

2.4 "RFQ" means the official request for quotation published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

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

3.1.1 General

3.1.1.1 High Speed Non-Impact Laser Printer

3.1.1.2 MICR enabled print technology

3.1.1.3 MICR Toner

3.1.1.4 Media handling from up to 4 paper trays

3.1.1.5 Handle MICR printing, transactional and reprographic jobs with a single solution

3.1.1.6 The printer non-impact Printing System must be fully compatible with Unisys Enterprise Output Manager (EOM) software.

3.1.1.7 The print system proposed must be able to apply signatures to each warrant (check). One will be the State Auditor's signature the other may be the State Treasurer's signature.

3.1.1.8 Final acceptance of the equipment and installation is contingent upon successful printing of warrants, reports, deposit tickets, etc. through the entire printing process. This will include all processing performed by the State Treasurer's Office and routing of checks through the Federal Reserve Banking System.

3.1.2 Technology

Printer type

**3.1.2.1 Laser, 4800 x 600 dpi (dots per inch), 125 lines per inch (LPI)
Engine technology**

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

3.1.2.2 Semi Conductive Magnetic Brush Technology (SCMB) with Emulsion Aggregation (EA) Toner

3.1.2.3 Duplex printing in a single pass

3.1.3 Production

Monthly duty cycle

3.1.3.1 MICR: 4.3 million prints

3.1.4 Print speed

3.1.4.1 - MICR: 144 letter prints per minute

3.1.4.2 - Print speed independent of media type and weight

3.1.5 Paper Input Module

3.1.5.1 Minimum configuration - 1 Standard Feed Module: 4 trays with a total capacity of 5,800 sheets

3.1.5.2 Standard 4 trays, 5,800 sheets capacity per Paper Input Module.

3.1.5.3 4 Tray Feed Module Paper Tray Capacity (80 g/m² plain paper)

3.1.5.3.1 2 trays x 550 sheets: 7.2" x 8" to 12.6" x 19.3"

3.1.5.3.2 1 tray x 1,600 sheets: 5.5" x 8.3" to 9" x 12.6"

3.1.5.3.3 1 tray x 3,100 sheets: 5.5" x 8.3" to 9" x 12.6"

and/or

3.1.5.4 Maximum Configuration – 1 Large Format Feed Module - 2 tray high capacity feeder module with total capacity of 3,200 sheets

3.1.5.5 Large Format 2 Tray Feed Module Paper Tray Capacity (80 g/m² plain paper)

3.1.5.5.1 1 tray: 1,600 Sheets: 7.2" x 8" to 12.6" x 19.3,"

3.1.5.5.2 1 tray: 1,600 Sheets: 7.2" x 8" to 12.6" x 19.3"

3.1.6 Paper weight (GSM = grams per square meter (g/m²),

3.1.6.1 From 56 gsm

3.1.6.2 Up to 250 gsm

3.1.7 Connectivity

Supported PDLs

3.1.7.1 Must provide or identify a Windows operating system print driver that is compatible with the printer. The Windows

REQUEST FOR QUOTATION
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driver must be able to be installed on Windows 7, Windows 8, Server 2008, and Server 2012 systems, both 32-bit and 64-bit.

3.1.7.2 Adobe PostScript Level 3

3.1.7.3 TIFF/PCL 5e and PCL6/ASCII-Standard Adobe PDF

3.1.7.4 Must interface with Unisys Enterprise Output Manager print management system.

3.1.8 Workflow support

3.1.8.1 Automatic language sensing for PostScript, PDF and PCL 6

3.1.8.2 Must not require reboot for switching from MICR/IPDS or PCL5e/PJL to PostScript 3/PDF/PCL 6

3.1.9 Network hardware

3.1.9.1 Must use Ethernet 100 Base T (at a minimum) TCP/IP, 1GB is the preferred interface to each printer

3.1.10 Higher-level protocols

3.1.10.1 Must Support LPD/LPR at minimum,

3.1.10.2 Must also support "Raw or simple TCP" (port 9100 with no protocol)

3.1.11 Finishing

3.1.11.1 Dual Basic Finisher Modules

3.1.12 Printer must be able to print MICRO Font

3.1.12.1 Printer must be able to print a MICRO Font – a six (6) point font that cannot be copied.

3.1.13 MICR Guarantee

3.1.13.1 Vendor must Guarantee the performance of their MICR laser Printing:

3.1.13.2 Vendor must assist our agency in investigating and resolving bank-reported MICR performance or reject rate problems.

3.1.13.3 In the event vendor is unable to resolve the issues, vendor will reimburse our agency for any fees that we are required to pay to our bank for excessive rejects of checks printed after vendor was notified of the problem, and where it is verified by the vendor that the vendor's MICR materials or printer-related check defects are the cause of the requirement of the fees.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. 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 (Exhibit B).

4.2 Bid Evaluation Page: Vendor should complete the Pricing Page by entering the Unit Price of each line item. The Unit Price should be multiplied by the Quantity (Qty) and the total should be entered as the Extended Price. Item #'s 1 through 40 pricing in the Extended Price column should be added and totaled on line # 41 "TOTAL HARDWARE, SOFTWARE, & SERVICES." Any trade in value of the two (2) Océ Printers should be indicated on line # 42. Line #43 should be completed with the "NET TOTAL HARDWARE, SOFTWARE, & SERVICES PURCHASE PRICE." Total Maintenance and support will be handled through a change order. Line items # 44a – 44c should be completed for Annual 5x 12 Support for Years 1, 2, and 3 with the Unit Price for one Xerox Nuvera DPS144MX Printer and the Extended Price being the total of both of the two printers for each year. Click charges on line # 45 should be based on 2,541,638 pages per year. The Unit Price (price per page) should be shown and the Extended Price should be the Unit Price (price per page) times the estimated 2,541,638 pages per year. It should be understood that the 3rd printer is solely for disaster recovery (D/R) purposes and is rarely used except for D/R testing, and will not be replaced as part of this procurement. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor must deliver the Desired Items within 90 working days after receiving notice to proceed. Contract Items must be delivered to Agency to the following address below:

WV State Auditor's Office
Attn: Mike Barker
1900 Kanawha Boulevard, East,
Bldg. 1 Room W-130
Charleston, WV 25305

- 6.2 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.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location as defined in 6.1.
- 6.4 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 must 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 must either be replaced, or the Agency must receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 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.

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

6.6 Acceptance: WVSAO acceptance shall be defined as the vendor providing verification and documentation for all criteria defined below and as specified in the said references has been met.

6.6.1 All options purchased within the terms of this contract have been configured successfully tested and documented.

6.6.2 Where applicable any and all configuration, demonstration and successful testing of any options and procedures as defined.

6.6.3 All criteria as defined within section 3.

6.7 Installation/ Training Services:

6.7.1 Install in accordance with vendor's instructions

6.7.2 The Vendor who is awarded the bid must work with the WV State Auditor's Office

6.8 Maintenance/Service Plans:

6.8.1 Maintenance must be incorporated as a separate Change Order to this Purchase Order.

6.8.2 Maintenance effective date(s) must commence upon the expiration of manufacturer warranty(s).

6.8.3 All maintenance offerings offered by vendor/manufacturer must be included in *Exhibit A*, and pricing reflected on *Exhibit B Line #'s 44a – 44c*. Pricing must reflect first year price, then years 2 and 3 for future renewals and budgeting purposes. Where applicable, any uplifts for services required during warranty periods must be included in *Exhibit B*.

6.8.4 WVSAO will determine which maintenance/service plan best fits our needs and choose from the vendor provided offerings and pricing as reflected in *Exhibit A & Exhibit B*.

6.8.5 Maintenance shall be billed on a either a "Monthly" or "Quarterly" "in Arrears" basis.

6.8.6 *Maintenance Plan Offerings should be described in detail including where the service technicians will travel from to service the printer.*

6.9 Consumables:

6.9.1 Consumable supply items (e.g. MICR Toner, corona wires, developer stations, etc.) and their costs for one (1) year must be included in Exhibit B beginning on line # 46. Cost should be based on 2,541,638 prints per year.

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

Exhibit B
Pricing Page

Item #	Part #	Description	Qty	Unit Price	Extended Price
	Xerox DPS144MX MICR Production System:	Location: WV State Auditor's Office – Capitol Complex - West 130, 1900 Kanawha Boulevard, East; Charleston, WV 25305			
1	DPS144MX	Xerox Nuvera 144 MX Production System with Embedded Next Generation FreeFlow™ Print Service Controller with Dual-core 2.8GHz Intel® Core™ 2 Duo Processor Model E7400, or Equal	2	\$156,475	\$312,950
		<i>Includes:</i>			
2		500GB SATA Hard Drive,			
3		CD-RW/DVD-RW (software only supports writing of CD's at this time),			
4		4GB Memory (2x2GB DIMMs) and RadiSys Endura JD35Q motherboard (UA0),			
5		Sheet Enhancement Module (BWD),			
6		Install Kit (675K64000),			
7		Vertical Trim Strips Right (675K79500),			
8		Vertical Trim Strips Left (675K43170),			
9		Keyboard Kit – Dell (VB7),			
10		Customer Software and Documentation (301K29913),			
11		Machine Badge -144 MX Production (676k26010),			
12		144 PMM License (T7T),			
13		MICR Toner License (UUL),			
14		Generic MICR Font Kit (301K12650),			
15		FreeFlow™ VI Interpreter Demo Software Kit (300S01619),			
16		Spots Blade Damper Kit (675K32470),			
17		Standard Software License (XV6),			
18		Enables printeract - Connect (UHK),			
19		HP PCL Decomposer License (FVB).			
Item	Part #	Description	Qty	Unit Price	Extended Price

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

#					
20	STACKMOD	STACKMOD Production Stacker Module (NX5) with items below or Equal	2	Included	Included
21		Power Cord 120V-20A (675K37770)			
22		DFA Enablement (UVM)			
23	STACKCART	STACKCART Production Media Cart (B30, 650s39100) or Equal	2	Included	Included
24	XSISMLOG7	XSIS Media Log	2	Included	Included
25	FEED4T	Feed Module - 4 Tray (XY0), or Equal	1	Included	Included
		<i>Includes:</i>			
26		Feed Module Top Cover High Kit (675K37840),			
27		Feed Module Cover Kit (675K48440).			
28	LFFM2	Large Format Feed Module - 2 Tray (WWN) with items below or Equal	1	Included	Included
29		Feed Module Top Cover High Kit (675K37840)			
30		Feed Module Cover Kit (675K48440)			
31	IQPACK	Image Quality Pack (FUX) or Equal	2	Included	Included
32	PRODPK	Productivity Pack (FVA) or Equal	2	Included	Included
	Additional Software:				
33	PSM2SW	PostScript & PPML Software License Enabler Stream or Equal	2	Included	Included
34		Adobe PS w/ PDF (RKC), and			
35		PPML-Personal Page Markup Language (WDD).			
	Professional Services:				
36	8R76059	DPS144MX-Training for 4 people.	4	Included	Included
37	8R76064	DPS144MX-Analyst/Installer	1	Included	Included
38		Freight/Delivery Charges		Included	Included
	Installation Services:				
39		De-installation of two OCE 5160 VarioPrint non-impact high speed cut sheet printers	2	Included	Included
40		Installation Services for two Xerox Nuvera DPS144MX MICR Printers	2	Included	Included
Item #	Part #	Description	Qty	Unit Price	Extended Price

**REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal**

41		TOTAL HARDWARE, SOFTWARE & SERVICES			
42		<i>Less Trade-in of 2 Oce Printers</i>		\$10,000 ea.	\$20,000
43		NET TOTAL HARDWARE, SOFTWARE & SERVICES PURCHASE PRICE			\$292,950
44	Maintenance & Support	<i>(To Be Provided via Change Order)</i>			
44a		Annual 5x12 Support Contract Year 1	2	\$11,911.20 / \$12,559.20	\$24,470.40
		Year 1 Warranty Uplift to 5x12 (if any)	2		n/a
44b		Annual 5x12 Support Contract Year 2	2	\$11,911.20 / \$12,559.20	\$24,470.40
		Year 2 Warranty Uplift to 5x12 (if any)	2		n/a
44c		Annual 5x12 Support Contract Year 3	2	\$11,911.20 / \$12,559.20	\$24,470.40
		Year 3 Warranty Uplift to 5x12 (if any)	2		n/a
45		Click charges (based on 2,541,638 pages/year).		\$0.0051	\$12,962.35
46	Consumable Supply Costs	(Consumable costs for one year based on 2,541,638 prints per year)			
		Included within the service costs		Included	Included
		Total Consumable Supply Costs			

Scope: Vendor to provide, install, and configure two (2) Xerox Nuvera DPS144MX MICR Printer or equal, including Software Licenses, Servers and UPS's. Vendor will also be responsible for providing User Training and Complete Cutover.

REQUEST FOR QUOTATION
RFQ Xerox Nuvera Printers or Equal

Exhibit A

Description of Maintenance Plan Offering

Maintenance Plan Offerings should be described in detail, including response times and where the service technicians will travel from to service the printer.

Your Xerox Service team is based right here in Charleston WV, they are located on Pennsylvania Avenue. This location is the main office that covers most of West Virginia. Although, we have nearly twenty technicians available to handle your calls, you will get two technicians who will be dedicated to your account. This process has proven very beneficial; they become extremely knowledgeable about your needs, your processes and can provide a higher level of service. That doesn't mean other technicians may occasionally respond, but assigning dedicated Service Technician is a proven best practice with Xerox.

Our average response time in Charleston on Production machines is 2.3 hours. In our large production accounts we commonly store extra parts at the customer site to expedite service uptime. All consumable supplies are included in the maintenance.

Some facts about Xerox Service Local and National:

Dedicated Xerox National and Global coverage – locally managed

Consistent processes across the country

Global Knowledge-sharing Database–

Average tenure of your Charleston Service Technicians 20 + years

Backup and redundancy support always available

Technicians have phones, and customized laptops

Xerox Authorized Parts and Supplies– no used parts allowed

85% of parts on technician or locally available

Xerox Total Satisfaction Guarantee

Xerox is bidding two Xerox Nuvera DPS 144MX MICR Production Printers that are listed in the Specifications. We meet all requirements of the specifications.

On the pricing pages we have grouped the components together for easier understanding. We have listed the trade-in value and then total price.

Our Service is 1 x 5 or 2 x 5; the Auditor's office ask for 8:00am till 8:00pm. To meet this requirement we are providing the 2 x 5 service to insure we have the support when they need it. If the Auditor's Office decides they only need 1 x 5 service (that is 8:00am -5:00pm) we will lower their base service monthly cost; if they wish to go to 3 x5 or other time schedules Xerox will work them.

If you have any questions, or need clarification please contact us.


Beth Marcum

1102 Third Avenue

Huntington, WV 25701

304.638.5005

And

1018 Kanawha Blvd.

Charleston, WV 25301





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

**State of West Virginia
 Request for Quotation**

Proc Folder: 73928

Doc Description: ADDENDUM No 1- RFQ for 2 Xerox Nuvera Printers or equal

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-23	2015-02-26 13:30:00	CRFQ 1200 AUD1500000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Xerox Corporation, 45 Glover Avenue, Norwalk, CT 06856-4505
 Corporate Phone 203 968-3000, Local Phone 304 638-5005

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Beth M...
 Signature X

FEIN # 16-046-8020

DATE February 26, 2015

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

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E		STATE AUDITORS OFFICE 1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0230	CHARLESTON	WV 25305-0230
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	2 Xerox Nuvera DPS printers or Equal	2.00000	EA	\$156,475	\$312,950

Comm Code	Manufacturer	Specification	Model #
43212100	Xerox	Printer	Xerox Nuvera DPS 144MX

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, WV STATE AUDITOR'S OFFICE, IS SOLICITING BIDS TO PROVIDE FOR THE ONE TIME PURCHASE OF TWO(2) XEROX NUVERA DPS144MX MICR PRODUCTION PRINTERS WITH EMBEDDED NEXT GENERATION FREE FLOW PRINT SERVICE OR EQUAL, INCLUDING SOFTWARE, INSTALLATION SERVICES AND TRAINING, PER THE ATTACHED SPECIFICATIONS.

****MANDATORY PRE-BID MEETING****

WV STATE AUDITOR'S OFFICE
CAPITOL COMPLEX, WEST WING ROOM 100
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV 25305
FEBRUARY 11, 2015 AT 1:00PM

LINE NUMBER 1- 2 Xerox Nuvera DPS printers or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E		STATE AUDITORS OFFICE 1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0230	CHARLESTON	WV 25305-0230
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Stackmod Production Stacker Module (NX5) or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox	Stacker Module	STACKMOD

Extended Description :

Stackmod Production Stacker Module (NX5) or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Stackcart Production Media Cart or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Stackcart Production Media Cart	STACKCART

Extended Description :
Stackcart Production Media Cart or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	XSYS Media Log	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	XSYS Media Log	XSISMLOG7

Extended Description :
XSYS Media Log

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Feed Module 4 Tray (XYO) or Equal	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Feed Module 4-Tray	FEED4T

Extended Description :

Feed Module 4 Tray (XYO) or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Large Format Feed Module 2 Tray (WWN) or Equal	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Large Format Feed Module	LFFM2

Extended Description :

Large Format Feed Module 2 Tray (WWN) or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Image Quality Pack (FUX) or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Image Quality Pack	IQPACK

Extended Description :

Image Quality Pack (FUX) or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Productivity Pack (FVA) or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Productivity Pack	PRODPK

Extended Description :
Productivity Pack (FVA) or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	PostScript & PPML Software License Enabler Stream or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43231512	Xerox Corporation	PostScript & PPML Software Lic.	PSM2SW

Extended Description :
PostScript & PPML Software License Enabler Stream or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	DPS144MX - Training for 4 People	4.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
71151007	Xerox Corporation	Training	8R76059

Extended Description :

DPS144MX - Training for 4 People

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	DPS144 - Analyst/Installer or Equal	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Analyst	8R76064

Extended Description :

DPS144 - Analyst/Installer or Equal

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	De-Installation of 2 OCE 5160 VarioPrint non-impact printers	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43212100	Xerox Corporation	De-Installation	n/a

Extended Description :

De-Installation of 2 OCE 5160 VarioPrint non-impact printers

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Installation Services for 2 Xerox Nuvera or Equal	2.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
43210000	Xerox Corporation	Installation	n/a

Extended Description :
Installation Services for 2 Xerox Nuvera or Equal

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Annual 5x12 Support Contract Year 1	2.00000	EA	\$11,911.20/\$12,559.20	\$24,470.40

Comm Code	Manufacturer	Specification	Model #
81112201	Xerox Corporation	Maintenance	29131/Z20

Extended Description :
Annual 5x12 Support Contract Year 1

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Year 1 Warranty Uplift to 5x12 (if any)	2.00000	EA	n/a	n/a

Comm Code	Manufacturer	Specification	Model #
81111818	n/a	n/a	n/a

Extended Description :

Year 1 Warranty Uplift to 5x12 (if any)

INVOICE TO:		SHIP TO:	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Annual 5x12 Support Contract Year 2	2.00000	EA	\$11,911.20/\$12,559.20	\$24,470.40

Comm Code	Manufacturer	Specification	Model #
81112201	Xerox Corporation	Maintenance	29131/Z20

Extended Description :

Annual 5x12 Support Contract Year 2

INVOICE TO:		SHIP TO:	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Year 2 Warranty Uplift to 5x12 (if any)	2.00000	EA	n/a	n/a

Comm Code	Manufacturer	Specification	Model #
81111818	n/a	n/a	n/a

Extended Description :

Year 2 Warranty Uplift to 5x12 (if any)

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Annual 5x12 Support Contract Year 3	2.00000	EA	\$11,911.20/\$12,559.20	\$24,470.40

Comm Code	Manufacturer	Specification	Model #
81112201	Xerox Corporation	Maintenance	29131/Z20

Extended Description :
Annual 5x12 Support Contract Year 3

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Year 3 Warranty Uplift to 5x12 (if any)	2.00000	EA	n/a	n/a

Comm Code	Manufacturer	Specification	Model #
81111818	n/a	n/a	n/a

Extended Description :
Year 3 Warranty Uplift to 5x12 (if any)

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Less Trade in of 2 Oce Printers	2.00000	EA	\$10,000	\$20,000

Comm Code	Manufacturer	Specification	Model #
80151503	Oce	Varioprint	5160

Extended Description :

Less Trade in of 2 Oce Printers

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0230

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Click Charges (based on 2,541,638 pages/year)	0.00000	EA	\$0.0051	\$12,962.35

Comm Code	Manufacturer	Specification	Model #
44101713	Xerox Corporation	Cost per Copy	n/a

Extended Description :

Click Charges (based on 2,541,638 pages/year)

	Document Phase	Document Description	Page
AUD1500000002	Final	ADDENDUM No 1- RFQ for 2 Xerox Nuvera Printers or equal	11 of 11

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ AUD1500000002
Addendum Number: 1

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:

1. To provide a copy of the Pre-Bid meeting sign-in sheet for this solicitation.
2. To provide Addendum Acknowledgment form.







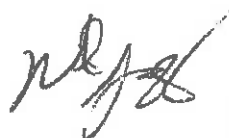

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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

West Virginia State Auditor's Office
Administration Office

Date	Name	Company	Meeting with	Signature
2-11-2015	Beth Marcus	Xerox	Pre Bid	
2/11/15	Lee Tenney	Xerox	Pre bid	
2/11/15	Fielding	Ricoy	Pre Bid	
2/11/15	Nick Robertson	Reedy/Minisys	Prebid	
2/11/15	Susan Cunningham	WVSAD	Pre bid	
2/11/15	Dave Williams	WVSAD	Pre Bid	
2/11/15	Neil Legg	WVSAD	Pre Bid	
2/11/15	Mike Barber	WVSAD	Pre Bid	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD150000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input 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.

Xerox Corporation
Company

Beth Mann
Authorized Signature

2-25-2015
Date

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

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

XEROX CORPORATION
c/o Authorized Xerox Sales Agent Peake Office
Solutions, LLC, 1102 Third Avenue
Huntington, WV 25701

SURETY:

(Name, legal status and principal place
of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

STATE OF WEST VIRGINIA

Department of Administration, Purchasing Division, 2019 Washington Street East, Charleston, WV 25303-0130

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Xerox Nuvera Printers or Equal

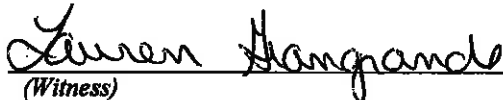
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February, 2015



(Witness)



(Witness) Stephenie Whittington



XEROX CORPORATION

(Principal)

Managu, Global Risk Mgt.

(Title)

WESTCHESTER FIRE INSURANCE COMPANY

(Surety)



(Title)

(Seal)
Lisa Ward, Attorney in Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Anoop Chawla Adlakha, Donna L. Williams, Jennifer Copeland, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J Herrod, Nancy Thomas, Stephenie Whittington, Vanessa Dominguez, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 7 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 7 day of October, AD 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brant
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 23rd day of February, 2015.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 07, 2016



Xerox Nuvera® 100/120/144 MX
Production System



Xerox Nuvera® 100/120/144 MX Production System

Produce Consistent, Durable and
Secure Financial Documents



Your jobs demand image quality that sparks instant character recognition

The content of your checks and other financial output will never be in doubt when you produce your critical applications with the Xerox Nuvera® MX Production System. With over 300 patents and industry-leading Magnetic Ink Character Recognition (MICR) technologies, the Xerox Nuvera® MX delivers image quality that is instantly recognizable by reader/sorters and by your customers. Available in 100, 120 or 144 ppm, this system offers the flexibility, productivity and reliability you expect for all of your jobs.

Ideal for your Transactional applications

You can rely on the Xerox Nuvera® MX to efficiently handle your demanding MICR Transactional applications such as checks, financial forms and negotiable documents. And you can expand your enterprise capabilities with Transactional Promotional (TransPromo) documents that add value and impact while significantly enhancing your return on investment.

The best read rates of any MICR lines

Your characters will maintain uniform signal strength plus the durability to last in high-speed readers/sorters. Expect read rates consistently exceeding 99.5 percent for your applications printed on the Xerox Nuvera® MX – the highest read rates in the industry. Our use of industry-leading MICR technologies ensures more of your checks will be accepted, avoiding costly delays and fees. Your checks and negotiable documents will surpass the demanding quality standards established by entities such as the American Bankers

Association, American National Standards Institute, Canadian Payments Association, and International Standard Organization.

Check safeguards your auditors will appreciate

If you print MICR, you need to protect your check stock from diversion and ensure the integrity of your check runs. To that end, you can choose from two check integrity options, Media Log and Check Production Integrity.

- Media Log enables you to track paper stock from the time sheets are fed to their subsequent disposition. With the reports generated from Media Log, your auditors can account for every piece of paper, including valid output, purged and spoiled sheets, and sheets delivered to the sample tray.
- Resource Security, part of Media Log, supports password protection of resources required for your check printing, whether LCDS/Metacode, PostScript or PCL. These resources, which may include the E-13B font, logos and signatures, are saved in an encrypted form when not in use. Supervisor authorization is required to decrypt the resources, providing you another point of control.

- Check Production Integrity includes Media Log and Resource Security, plus MICR Print Validation.* MICR Print Validation enables you to confirm the total number of checks in a run and reports the content on every check delivered as valid output. If serial or warrant numbers are present and sequential, MICR Print Validation can ascertain if any number in a check sequence is missing, duplicated or out of order.

*Ask your Xerox Representative for availability information. Also available is Barcode Print Validation for LCDS customers who implement Print Assurance.

Customize to suit your business

The Xerox Nuvera® MX is modular so you can choose the scanning, feeding, inserting and finishing options that best meet all of your needs.

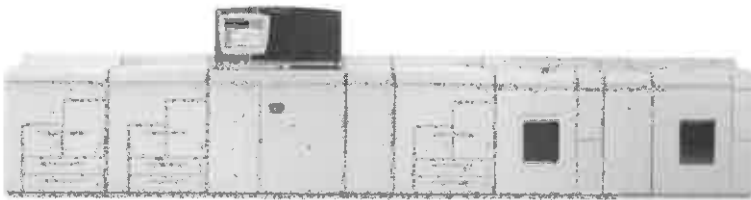
- **Feeding options.** Air shuttle feed technology ensures you excellent paper handling. Reload-while-run capabilities increase your continuous productivity. Choose up to two Standard Sheet-feed Modules to suit your workflow.
- **Inserting options.** You can add value and impact to your output by inserting color covers, inserts or specialty media with our Post-print Insertion Module.

- **Finishing options.** The Basic Finisher Module is designed for your production print environment. Dual Basic Finishers can be configured to not only deliver outstanding stack quality but enable the productivity benefits of unload-while-run. Also, the Finishing Transport Module gives you quick and easy access to a number of industry leading third-party stacking and finishing devices.

In addition to check stock, you can choose from an expansive range of substrates, including coated stock up to 140gsm, to match your application requirements and build your application capabilities.

Xerox MICR Check Performance Guarantee

In the event we are unable to resolve an issue, we will reimburse you for fees you are required to pay to your bank for excessive rejects of checks printed after Xerox was notified of the problem, and where it is verified by Xerox that Xerox MICR materials or printer-related check defects are the cause of the imposition of the fees.



Powerful productivity and image processing

The powerful Xerox FreeFlow® DocuSP® Print Controller is integrated right into the Xerox Nuvera® 100/120/144 MX Production System, providing you with excellent job control and time-saving efficiency in your Transactional and TransPromo environments. You'll enjoy feature benefits such as:

- Efficient queue management
- Integration with a robust stock library
- Imposition software
- Sophisticated variable data capabilities
- The ability to handle a wide range of data streams including LCDS, PCL and IPDS

Workflow options

The Xerox Freeflow® Digital Workflow Collection is designed to take you easily through every stage of managing your jobs, from creation to final output. Integrating with the Xerox Nuvera® MX, this suite of optional solutions enables you to enhance, automate and simplify your existing workflow, increasing productivity and making the most of your investment.

Enhance your output with excellent image quality

Many factors contribute to the long-lasting, consistently excellent image quality you will achieve with the Xerox Nuvera® MX, including:

- **Trickle Charge Development.** You'll achieve longer-lasting, more consistent image quality because toner and developer are mixed together in the toner canister. You can also plan on fewer service calls because it eliminates the need for a technician to replace the developer – developer is replenished continuously.
- **Hybrid Jumping Development** places toner on the photoreceptor without any contact, extending the life of several critical imaging components and delivering truly outstanding image quality, with uniform halftones.

You can change toner less often with dual toner cartridges

Each of two large volume canisters yields up to 110,000 of the highest quality MICR prints. You'll change toner less frequently. And with change-while-run cartridge replacement, you'll enjoy more uptime.

You'll get excellent resolution in a clean environment

The Xerox Nuvera® MX offers you the highest monochrome resolution of any digital production printing system currently available.

- RITs at 1200 x 1200 dots per inch (dpi)
- 4,800 x 600 dpi printing
- Halftone screens available at 85, 106, 125, 134 and 156 lines per inch (lpi) – ensure smooth grays, more realistic pictures and sharper details.

TELER Registration keeps sheets in place

You'll see superior image-to-sheet (± 65 mm) and front-to-back (± 65 mm) registration, which meets or exceeds general publishing standards. This is particularly important for your financial documents where placement of the MICR line is critical. Our TELER registration (Translating Electronic Registration) precisely controls the position of each sheet of paper according to the image on the photoreceptor, and the speed of each sheet traveling through the paper path. In this way, it ensures each sheet is in exactly the right position to receive the latent image.

Reliably productive for you

We offer these options to ensure you enjoy maximum uptime from your Xerox Nuvera® MX.

Xerox Productivity Plus Integrated Maintenance Program

The Xerox Productivity Plus Integrated Maintenance Program gives your operators a powerful maintenance alternative, enabling them to perform routine preventive maintenance and tune-ups right in your production print environment. It puts you in control so you can maximize image quality and reliability for more profitable up-and-running time.

Xerox prInteractSM Remote Service Offerings

Remote service is available through a secure, online connection between Xerox engineering staff and your Xerox Nuvera® MX. Using this connection, we can quickly respond to your service needs, enabling us to:

- Easily access equipment data to provide realtime recommendations and help optimize overall performance
- Automatically generate up-to-the-day accurate meter reads with MeterAssistant™

Be sure all of your financial applications are readable and secure

The Xerox Nuvera® 100/120/144 MX Production System offers you outstanding MICR capabilities and top read rates, plus flexibility, productivity and reliability for all of your jobs. You'll achieve the image quality you need for instant recognition!

For more information on Xerox Nuvera® MX, call toll-free 1-800-ASK-XEROX
or visit us on the web at www.xerox.com



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610F722290A

Xerox Nuvera[®] 100/120/144 MX Production System

Print Controller

RIP

- Xerox Document Services Platform (DocuSP[®])
- Server Class Processors:
 - Opteron™ Technology
 - Sun Solaris 10
- 2.4 GHz CPU with 1 GB memory, 15" color flat panel monitor (attached), USB keyboard, USB mouse
- Data Streams:
 - TIFF, Multi-page TIFF, Adobe[®] PostScript[®] Level 3, PDF, PCL6, ASCII, VIPP[®]/PostScript[®], PPML, LCDS and IPDS
- Connectivity options:
 - Ethernet interface (10/100BaseT; 1 GB)
 - IBM Bus and Tag

Storage

- Memory: 1 GB
- Hard Drive: 160 GB SATA
- DVD+RW Drive (CD write only)
- Second Hard Drive: 400 GB SATA (optional)

Print Submission Drivers

- Microsoft Windows[®] 95 through Windows[®] Vista
- Apple Macintosh[®] OS 8 through Macintosh[®] OS X
- Sun Microsystems[®] Solaris[®] 2.6, 7.x, 8.x, 9.x, 10.x
- Linux[®] 2.x
- FreeFlow[®] Print Manager
- Xerox Web User Interface

Management Tool Support

- IBM[®] Tivoli[®]
- CA[™] Unicenter[®]
- HP OpenView
- SNMP V.1, IETF and Xerox MIB's, Trap Support
- CentreWare[®] Web

Printer Module

Image Quality

- 1200 x 1200 dpi RIP resolution
- 4800 x 600 dpi print resolution
- Halftone screen: 85, 106, 125, 134, 156 lpi
- Operator adjustable settings: light/dark, contrast, sharpness, Toner Saver (Available in non-MICR mode)
- Magnetic Ink Character Recognition (MICR) dry ink toner
- Silicon/Teflon[®] fusing for sharper halftones
- Dual diode Raster Output System (ROS)
- Print path image-to-sheet and front-to-back registration ± .65 mm

Print Speed

- Nuvera[®] 100 MX Production System:
 - 8.5" x 11"/A4-sized media: 100 images per minute
 - 11" x 17"/A3-sized media: 60 images per minute
- Nuvera[®] 120 MX Production System:
 - 8.5" x 11"/A4-sized media: 120 images per minute
 - 11" x 17"/A3-sized media: 72 images per minute
- Nuvera[®] 144 MX Production System:
 - 8.5" x 11"/A4-sized media: 144 images per minute
 - 11" x 17"/A3-sized media: 72 images per minute

Sheet Enhancement Module

- Post process module provides:
 - Outstanding stack quality
 - Sheet flatness for enhanced reliability of finishing options
 - Manually adjustable from control panel per individual media type

Media Feeding & Insertion Options*

Sheet-feed & Insertion Modules**

- 4-tray
- Total 5,800 sheets per module
- Vacuum Air Shuttle feed system
- Optional second sheet-feed module available
- Tray 1: 1,600 sheets; 5.5" x 8" to 9" x 12.6" (140 mm x 203 mm to 229 mm x 320 mm)
- Tray 2: 3,100 sheets; 5.5" x 8" to 9" x 12.6" (140 mm x 203 mm to 229 mm x 320 mm)
- Tray 3 & 4: 550 sheets each; 7.2" x 8" to 12.6" x 18.5" (182 mm x 203 mm to 320 mm x 470 mm)

** Capacity based on 20 lb bond/75 gsm



*Optional Integrated Document Scanning is not available on MX configuration.

Xerox Nuvera® 100/120/144 MX Production System

Oversized High Capacity Sheet-feed & Insertion Modules*

- 2-tray
- Total 3,200 sheets per module
- Vacuum Air Shuttle feed system
- Optional second module available
- Tray 1: 1,600 sheets; 7.2" x 8" to 12.6" x 18.5" (182 mm x 203 mm to 320 mm x 470 mm)
- Tray 2: 1,600 sheets; 7.2" x 8" to 12.6" x 18.5" (182 mm x 203 mm to 320 mm x 470 mm)

* Capacity based on 20 lb bond/75 gsm

Media Latitude

- Weights:
 - Uncoated: 38 lb Book to 90 lb cover (56 – 250 gsm)
 - Coated: 60 lb text to 100 lb text (90 – 140 gsm)

Basic Finisher Module (BFM) and Basic Finisher Module Plus*

- Top tray: 250 sheet capacity (BFM only)
- Stackers: 3,000 sheet capacity; offset between sets or jobs
- One or two staples, up to 100 sheets
- Size: 5.5" x 8.5" (A5 and SRA3, papers > 12" in cross process direction to top tray only)
- Size: 7" x 10" to 12" x 18" (B5 to A3)

* Capacity based on 20 lb bond/75 gsm

Finishing Transport Module

- Top tray: 250 sheets (20 lb bond/75 gsm)
- Document Finishing Architecture (DFA) compliant
- Interface to in-line production finishing devices for stacking, booklet making, perfect binding, punching, thermal binding and more.
- Dual finishing combinations: Standalone (1) Basic Finisher Module Plus and (1) Basic Finisher Module, or in combination with other in-line finishing solutions (2) Basic Finisher Modules Plus and (1) Finishing Transport Module

Electrical Requirements

- 187–240 VAC (Nominal), 50 Amp, 50/60 Hz wall service for North America
 - Printer, Feeders, SEM, Insertion Module, BFM's and Finishers included
 - FTM and DFA Finishers will require additional power
- 187–240 VAC (Nominal) 30 Amp + 20 Amp (2), 50/60 Hz wall service for Europe
 - Feeders and Finisher Modules (BFMs) will require additional power
 - FTM and DFA Finishers will require additional power
- Optional 50 Amp to 30 Amp Converter Box available
- Power consumption: 0.658 kw (standby); 4.150 kw (running)
- Consult *Installation Planning Guide* for detailed power requirements

Environmental Requirements

- Temperature: 50° to 87°F (10° to 31°C)
- Relative Humidity: 15% to 85%; wet bulb limitation 77°F
- Run Mode Heat Emissions: configuration dependent consult *Installation Planning Guide* for details

Certifications

- Section 508 of the Rehabilitation Act
- Corporate Environmental Leadership Team policy of maintaining a waste-free customer office
- UL 60950-1, C-UL Approved for Canada CAN/CSA-C222.2 No. 60950-1-3 and IEC 60950-1

Physical Characteristics

Sheet Feed and Insertion Module			
Width	Depth	Height	Weight
31.7"	28"	44.6"	423 lbs
805 mm	711.2 mm	1,132.8 mm	192 kg
Print Engine			
Width	Depth	Height	Weight
43"	29"	61.6"	803 lbs*
1,092.2 mm	737 mm	1,565 mm	364.2 kg*
Sheet Enhancement Module			
Width	Depth	Height	Weight
15"	28"	41.5"	168 lbs
381 mm	711.2 mm	1,054 mm	76.2 kg
Basic Finisher Module			
Width	Depth	Height	Weight
33"	28"	43.5"	369 lbs
838 mm	711.2 mm	1,105 mm	167.4 kg
Basic Finisher Module Plus (Includes required Interface Module)			
Width	Depth	Height	Weight
49"	28"	44.5"	560 lbs
1,233 mm	711.2 mm	1,105 mm	254 kg
Finishing Transport Module			
Width	Depth	Height	Weight
35.6"	28"	46.3"	319 lbs
904.2 mm	711.2 mm	1,176 mm	145 kg

*With consumables loaded.

Please reference the specification sheets for Xerox FreeFlow Makeready®, FreeFlow Process Manager™ and FreeFlow Web Services for complete details.

For more information on the Xerox Nuvera® MX, please contact your Xerox representative, call (1-800-ASK-XEROX), or visit us online at www.xerox.com.

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State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-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: John B. O'Connor

Date: 2/23/12

Title: Pricing and Contracts Manager

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Xerox Corporation

Authorized Signature: [Signature] Date: 2/23/15

State of NEW YORK

County of MONROE, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of FEBRUARY, 2015.

My Commission expires JUNE 16th, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

RAYMOND G. MARLIVILL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU4862471
Qualified in Monroe County
Commission Expires June 16, 2018