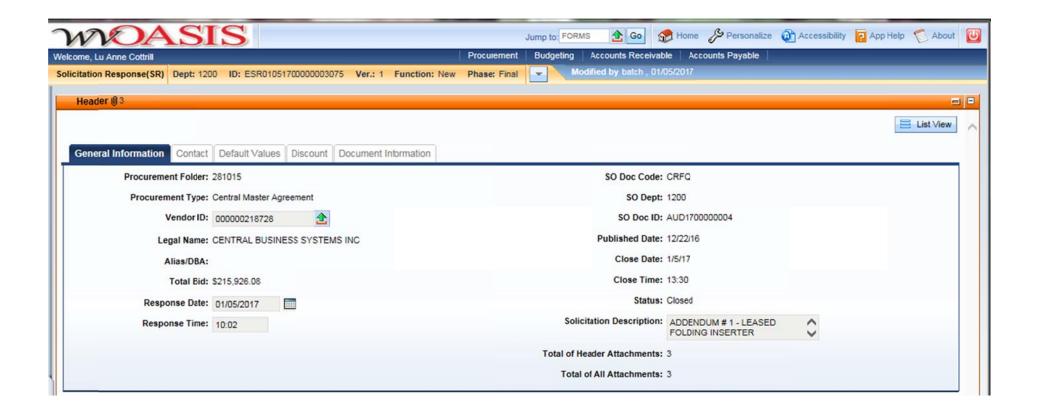
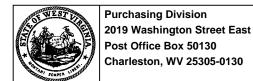


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026 Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 281015

Solicitation Description: ADDENDUM # 1 - LEASED FOLDING INSERTER SOFTWARE/MAINTENANCE

Proc Type: Central Master Agreement

 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2017-01-05 13:30:00
 SR
 1200 ESR01051700000003075
 1

VENDOR

000000218728

CENTRAL BUSINESS SYSTEMS INC

Solicitation Number: CRFQ 1200 AUD1700000004

Total Bid: \$215,926.08 **Response Date:** 2017-01-05 **Response Time:** 10:02:57

Comments: Our proposed equipment and software meet and in most cases exceed the required specs contained

in this bid. Please let me know if any additional information is needed. Thank you.

Ron Watts

(contact info enclosed)

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468 linda.b.harper@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Folder/Inserter/Stuffer hardware and software 48 month lease	48.00000	MO	\$4,060.960000	\$194,926.08

Comm Code	Manufacturer	Specification	Model #	
80161800				

Extended Description:

Total Cost (unit price is monthly Cost x quantity of 48 for total cost) for Folder/Inserter/Stuffer hardware and software 48 month lease per Section 3.1.1 - 3.3.5 of the specifications.

Comments: Please see attached

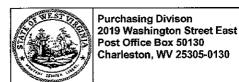
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Peak Period Customer & Technical Service for Off Hours	100.00000	HOUR	\$210.000000	\$21,000.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description:

Hourly rate for Peak Period Customer & Technical Service for Off Hours per Section 3.3.5 of the specifications. The quantity is an estimate only for evaluation purposes.

Comments: Please see attached.



State of West Virginia Request for Quotation 28 — Office Equip.

Proc Folder: 281015

Doc Description: ADDENDUM # 1 - LEASED FOLDING INSERTER SOFTWARE/MAINTENANCE

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2016-12-22
 2017-01-05 13:30:00
 CRFQ
 1200 AUD1700000004
 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:

CENTRAL BUSINESS SYSTEMS, INC. 2670 WILHITE DRIVE LEXINGTON, KY.,40503 (859) 276-1690

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468 linda.b.harper@wv.gov

Signature X Wileume DLL

FEIN# 61-1007371

DATE

1/5/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum # 1 issued for the following reasons:

1. To publish the vendor questions with responses.

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Folder/Inserter/Stuffer hardware and software 48 month lease	48.00000	МО	\$4,060.96	\$194,926.08

Comm Code	Manufacturer	Specification	Model #
80161800		MEETS OR EXCEEDS	
	NEOPOST	SPECS BROCHURES ATTACHED	DS-200 & OMS- <u>500</u>

Extended Description:

Total Cost (unit price is monthly Cost x quantity of 48 for total cost) for Folder/Inserter/Stuffer hardware and software 48 month lease per Section 3.1.1 - 3.3.5 of the specifications.

INVOICE TO	pre de la companya d	SHIP TO	
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E	≣	STATE AUDITORS OFFIC 1900 KANAWHA BLVD E	E
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	Peak Period Customer & Technical Service for Off Hours	100.00000	HOUR	\$210.00	\$21,000.00

Comm Code	Manufacturer	•	Specification	Model #	
81112300	CENTRAL BUSINESS	SYSTEMS, INC.	. OFF HOURS RATE		

Extended Description:

Question Deadline 3:00 p.m.

Hourly rate for Peak Period Customer & Technical Service for Off Hours per Section 3.3.5 of the specifications. The quantity is an estimate only for evaluation purposes.

Line	Event	30-1
SCHÉDUL	E OF EVENTS	źź.

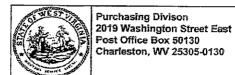
2016-12-21

Page: 2

	Document Phase	Document Description	Page 3
AUD1700000004	Final	ADDENDUM # 1 - LEASED FOLDING	of 3
		INSERTER SOFTWARE/MAINTENANCE	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Request for Quotation 28 — Office Equip.

Proc Folder: 281015

Doc Description: ADDENDUM # 1 - LEASED FOLDING INSERTER SOFTWARE/MAINTENANCE

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2016-12-22
 2017-01-05 13:30:00
 CRFQ
 1200 AUD1700000004
 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:

CENTRAL BUSINESS SYSTEMS, INC. 2670 WILHITE DRIVE LEXINGTON, KY., 40503

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468 linda.b.harper@wv.gov

Signature X Menie Whit

FEIN# 61-1007371

DATE 1/5/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum #1 issued for the following reasons:

1. To publish the vendor questions with responses.

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Folder/Inserter/Stuffer hardware and software 48 month lease	48.00000	MO	\$4,060.96	\$194,926.08

Comm Code	Manufacturer	Specification	Model #
80161800		MEETS OR EXCEEDS SPECS.	
	NEOPOST NEOPOST	BROCHÚRES ATTACHED	DS-200 & OMS-500

Extended Description:

Total Cost (unit price is monthly Cost x quantity of 48 for total cost) for Folder/Inserter/Stuffer hardware and software 48 month lease per Section 3.1.1 - 3.3.5 of the specifications.

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	Peak Period Customer & Technical Service for Off Hours	100.00000	HOUR	\$210.00	\$21,000.00

Comm Code	M	anufacturer			Specification		Model #	
81112300	CENTRAL	BUSINESS	SYSTEMS,	INC.	OFF HOURS	RATE		

Extended Description:

Hourly rate for Peak Period Customer & Technical Service for Off Hours per Section 3.3.5 of the specifications. The quantity is an estimate only for evaluation purposes.

SCHEDUL	E OF EVENTS	
<u>Line</u> 1	Event Question Deadline 3:00 p.m.	Event Date 2016-12-21

SOLICITATION NUMBER: AUD1700000004 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.

		• •
1	j	Modify bid opening date and time
[I	Modify specifications of product or service being sought
[🗸	/]	Attachment of vendor questions and responses
Į	1	Attachment of pre-bid sign-in sheet
[i	Correction of error

Description of Modification to Solicitation:

1 Other

Applicable Addendum Category:

Addendum # 1 issued for the following reasons:

1. To publish the vendor questions with responses.

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.

ATTACHMENT A

Leased Folding Inserter

CRFQ AUD1700000004

Vendor Questions

- Q.1. Can your system output to PDF for our output management software to then utilize as input and add the appropriate inserter control marks and postal information?
- A.1. The process for our current system is as follows: Our (WVSAO) offices drop our Microsoft Excel or Microsoft Access file into the Planet Press/SendSuite software and the systems creates our three page letter which includes the OMR (control marks) code and postal information. This system then generates this letter and postal information in the form of a .PDF document. All of our files are in Microsoft Excel and Microsoft Access format. Our system cannot generate the letter information into a PDF first.
- Q.2. What are your annual envelope volumes for each of the 3 page mailings listed in the RFP? Please specify Certified ERR vs First Class Mail.
- A.2. We are not requiring the bidder to supply envelopes. Since the specific section of the RFQ is not stated in this question, we can only assume that this question is in reference to section 3.2.14. That being said, if the question is pertaining to volume that would be processed through the machine, please refer to section 3.1.11.
- Q.3. Would a PDF / text file pair satisfy your existing Unisys Infolmage DIS integration?
- A.3. A typical PDF and text file can be imported into the InfoImage system as an attachment to an InfoImage work item, <u>provided</u> this PDF/Text file pair represents the content received back from the vendor, which is to be imported into the InfoImage system for storage/archival.
- Q.4. Spec 3.1.18 Is this for the inserter?
- A.4. This applies to the software.
- Q.5. Section 3.2.2 Need technical specifications for this software.
- A.5. WVSAO does not have technical specifications for the Unisys product.

In regard to the custom implementation, the primary requirement for this level of compatibility is relative to the format and structure of the text content within the PDF file. It is required that a text based search can be performed against this content within the PDF file, to find and capture essential indexing data and metadata for downstream processing purposes.

Q.6. Section 3.2.13 – Can this be defined in greater detail.

- A.6. WVSAO daily jobs need to automatically upload (send to) our manifest to the United States Post Office daily, so as to provide the most accurate and up to date information regarding our mailings. This provides WVSAO the ability to check the status of any certified mailing at any time, enabling WVSAO to identify and track the progress of any certified mailing in the distribution process.
- Q.7. Would it be beneficial for the vendor to provide a new Premier Support Service for their software at an additional charge? Additional services would include:
 - Priority response time
 - Expedited 'front of the line' call routing
 - Exclusive PIN access for dedicated case management
 - Assigned Account Manager (single point of contact) for quality and satisfaction assurance
 - Expedited dispatch if onsite visit is required
 - Expedited shipping if parts are required

A.7. No.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AUD1700000004

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.

Adde	ndu	m N	Numbers Received:			
(Checi	k th	e bo	ox next to each addendum	receive	d)	
	[x]	Addendum No. 1	[1	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10
further discus	r un sion	ders he	stand that any verbal repr ld between Vendor's repr	esentatio esentativ	n m es a	Idenda may be cause for rejection of this bid. I adde or assumed to be made during any oral and any state personnel is not binding. Only the diffications by an official addendum is binding.
•				(CEN	TRAL BUSINESS SYSTEMS, INC.
				-		Company
			•	<u></u>	<u>V</u>	Authorized Signature
					JAN	UARY, 5, 2017
						Date

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Auditor's Office (WVSAO) to establish a contract for a 48 month lease of a Folder/Inserter/Stuffer hardware and software solution to replace the existing Pitney Bowes DI950 Folder/Inserter/Stuffer hardware and the SendSuite Live/Planet Press solution being used today. This equipment and solution will be implemented and installed at the WVSAO (LAND Division) offices located at 1900 Kanawha Boulevard, East; Building 1, Room W118; Charleston WV 25305.
- 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 "Contract Services" means services as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages, contained WVOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. MANDATORY REQUIREMENTS:

- 3.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below
 - 3.1.1 Vendor shall provide (1) Folder/Inserter/Sealer Equipment, Pitney Bowes DI950 or equal, on a monthly lease basis for a period of 48 months.
 - **3.1.2** Folder/Inserter/Sealer Equipment must stuff and insert letter and seal envelopes. The envelope sizes are as follows:
 - 3.1.2.1 Certified Mail envelope 4 1/8" x 9 1/2 with a 5 ½ by 3 inch window.
 - 3.1.2.2 Regular Mail Envelope 4 1/8" x 9 1/2 with a 5 ½ by 3 inch window.
 - 3.1.3 Must have a large envelope stacker that can hold a minimum of 500 envelopes.
 - 3.1.4 Must have a minimum of four interchangeable feed towers. The inserter and standard sheet feeder capacity must hold a minimum of 350 sheets/inserts.
 - 3.1.5 Equipment must come with automatic height adjustable tables with shelf and doors of at least 90 inches.
 - 3.1.6 Must have capabilities to store up to 24 jobs.

- 3.1.7 Equipment must have the capabilities to allow the system to pause until new material is loaded.
- 3.1.8 Must have minimum processing speed of 4,300 envelopes per hour.
- 3.1.9 Capability to link feeders for faster running time
- **3.1.10** Must have a high capacity envelope feeder capability of holding up to 500 envelopes.
- 3.1.11 Equipment must have the capacity to hold a monthly volume within the ranges of 20,000 to 60,000 letters a month.
- 3.1.12 Must be able to support the following Folding Options: No Fold, C Fold, Z Fold, Single Fold, Double fold.
- 3.1.13 Must have a sealing controllable by scan.
- 3.1.14 Must have a bottom address capability.
- 3.1.15 Must have an OMR Barcode options.
- 3.1.16 Minimum of Electrical 120 VAC / 60Hz.
- 3.1.17 Equipment must be compatible with software to fold a three page letter.
- 3.1.18 Must host system or application. Must be able to import from a Microsoft Excel and Microsoft Access File.
- 3.1.19 Must be compatible with Windows 7 64 bit Operating System
- 3.1.20 Must have access to USPS servers

3.2 Software/Application Solution

- 3.2.1 Software/Application solutions must be Planet Press Software and Send Suite Live or equal.
- 3.2.2 It is absolutely imperative that the proposed solution is fully compatible with WVSAO's existing Unisys InfoImage Document Imaging system. The current SendSuite Live/Planet Press solution is very tightly coupled and dependent upon the interoperability of the Unisys InfoImage system. For the success of the Sold to Individual (SOLTI) and Deputy Commissioner Applications in use today, this must remain the case. Thus, the integration of any new system solution as defined in this document must be completed without the need to redesign, upgrade or redevelop WVSAO's current InfoImage solution.
- 3.2.3 Must have the capabilities to merge existing files, sort them, enhance the existing layout with barcodes, OMR marks, signature capture zones or targeted messages; all automated, with no human intervention.
- 3.2.4 The software must output the documents to any windows or network based printer, locally or remotely, and create a PDF File.

- 3.2.5 Must have centralized computer(s) (hosts) on site with the capacity to allow up to six users to have concurrent remote access from multiple computers.
- 3.2.6 Must include computer for software and include the following at the minimum:
 - 3.2.6.1. Pentium 4 Class CPU
 - 3.2.6.2. 1 GB RAM
 - 3.2.6.3. 5 GB of storage space available on the hard disk
 - **3.2.6.4.** Color monitor with minimum resolution of 1024x768 and 16-bit color
- 3.2.7 Must be able to create and run jobs on weekends.
- 3.2.8 WVSAO must be able to create our own manual certified mailings and have the ability to save addresses in an address book. The information and reference fields must contain the following:
 - 3.2.8.1 Attention line
 - 3.2.8.2 Company/Individual Address
 - 3.2.8.3 City, State, and Zip
 - 3.2.8.4 Certificate# (reference)
 - 3.2.8.5 County name (reference)
 - 3.2.8.6 Buyer Name (reference)
- 3.2.9 Must provide bulk file electronic return receipts for certified mail signatures weekly.
- 3.2.10 Electronic return receipts from the USPS must contain the following information for two different departments within WVSAO LAND Division. The Deputy Commissioner and Sold to Individual departments.
 - 3.2.10.1 The Deputy Commissioner Department- WVSAO Certification number assigned to each individual letter must be on the customer reference field of the electronic return receipt.
 - 3.2.10.2 The Sold to Individual Department- WVSAO Certificate of Sale number, County, and Purchaser name (must be in this order) assigned to each individual letter must be on the customer reference field of the electronic return receipt.
- 3.2.11 The ability to access the certified mail signatures.
- 3.2.12 The ability to create multiple accounts with one main administration account.
- **3.2.13** Servers must be capable to do automatic manifests to the USPS server daily.

- 3.2.14 Must be able to create separate letters for two different areas of our department. Each batch letters created must contain a batch header page. The minimum requirements for the letters are as follows:
 - 3.2.14.1 Three page letter including a certified mail number on document.
 - 3.2.14.2 Three page letter including a regular mail document.
 - 3.2.14.3 Three page letter including a newspaper document. (This document must contain a certified mail number)
 - 3.2.14.4 Three page letter including a personal service document.
 - 3.2.14.5 Three page letter including a secretary of state document.
- 3.2.15 The letter must contain our specified standard letter formatting for Deputy Commissioner and Sold Individual and capabilities to merge additional information from an imported Microsoft Access file and Microsoft Excel file. The three page letter must contain the following information:
 - 3.2.15.1 First page of letter must be address page. The mailing address of the person being notified, our mailing address, certified mailing number if required. (some information is imported from file)
 - 3.2.15.2 Second page is the notification names being served with notice.

 This page must be expanded to maximum character spacing allowed.
 - 3.2.15.3 Third page is our specialized letter document format with the information from our files imported to fit into the specialized document.
- 3.2.16 Changes to the letter due to state official changes or other unforeseen law changes must be completed immediately at no additional charge.
 - Vendor must sign the two documents in Exhibit B: 1) the West Virginia State Auditor's Office Contractor Confidentiality Agreement and 2) the West Virginia State Auditor's Office Information Security Policy (For Contractors and any 3rd parties given access to the WVSAO network & systems). Vendor should sign and return the two documents with their bid but must be signed prior to award.
- 3.2.17 Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency will be asked to accept, either in writing or digitally, in order to receive the commodities or services offered as part of this contract. Written terms will be required prior to award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

3.3 Installation, Training, Maintenance

3.3.1 Must provide on-site training and installation.

- 3.3.2 Must provide maintenance and software updates.
- 3.3.3 Vendor must provide preventative maintenance and maintenance of all equipment and systems to ensure continued operability for the forty-eight (48) month lease period.
- 3.3.4 Customer and Technical Service must be available Monday thru Friday 8:00 am to 5:00 pm EST. Software support must be available 24 hours 7 days a week.
- 3.3.5 Customer and Technical Service must be available "off hours" (or outside of standard 8:00AM-5:00PM M-F EST contracted coverage). Off hours may occur Monday thru Friday after 5:00 pm and on weekends during peak periods, which can be a chargeable service. Vendor must provide a fixed hourly rate on the pricing page to cover these charges as needed. Quantities on the pricing page are estimates for evaluation purposes only. WVSAO peak periods occur annually during the months of November through February. WVSAO will provide advance notice when off hours Customer and Technical Service is needed.

3.4 Term Contract:

3.4.1 The Contract becomes effective upon Vendor's receipt of the notice to proceed; vendor shall have 30 calendar days to complete installation. Upon completion, the vendor agrees, the 48 months lease will begin.

4. Contract award:

- 4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services and Commodities. The Contract shall be awarded to the Vendor that provides the Contract Services and Commodities meeting the required specifications for the lowest overall total bid amount as shown on the Pricing Page.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by entering the total monthly lease cost, the total cost for all 48 months, plus provide a price for the off hours service charges during peak periods listed in Section 3.3.4. The quantity for "off hours service charges during peak periods" is an estimate only and the cost per hour shall not change for the duration of the 48 month lease. 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.
- 5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 6. PAYMENT: Agency shall pay monthly in arrears as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 7. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 8. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **8.1** Vendor must identify principal service personnel which will be issued access and/or keys to perform service.
 - **8.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **8.3** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 8.4 Vendor shall inform all staff of Agency's security protocol and procedures.

Vendor must sign the attached Contractor Confidentiality Agreement and the West Virginia State Auditor's Office Information Security Policy (For Contractors and any 3rd parties given access to the WVSAO network & systems). Both of these documents may be found in Exhibit B.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - **9.1.2** Failure to comply with other specifications and requirements contained herein.
 - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manage	er: _	RON WATTS	
Telephone Numb	er:	859-276-1690	
Fax Number:	859	-276-1699	
Email Address:	rwa	tts@chsedge.com	

REQUEST FOR QUOTATION Exhibit A Pricing Page

• The quantity listed for Peak Period Customer & Technical Service is an estimate only for evaluation purposes.

<u>Item</u>	Item/Description	Oty.	Monthly Cost	Total Cost of Lease for 48 Months
Section 3.1.1 – 3.3.4	Total Cost for Folder/Inserter/Stuffer hardware and software 48 month lease	48	\$ 4,060.96	\$ 194,926.08
			SUBTOTAL	\$
<u>Item</u>	Item/Description	Oty.	Hourly Rate	Extended Cost
Section 3.3.5	Peak Period Customer & Technical Service – Off Hours During November – February, Price Per Hourly Rate *	100 hours	s 210.00	\$ 21,000.00
	TOTAL BID AMOUNT			\$ 215,926.08

Vendor Name:	CENTRAL BUSINESS SYSTEMS, INC.
Signature:	Melain Dhite
Title:	CONTROLLER
E-Mail Address:	mwhite@cbsedge.com
Phone #:	859-276-1690

West Virginia State Auditor's Office Information Security Policy

(For Contractors and any 3rd parties given access to the WVSAO network & systems)

August 15, 2011

Acceptable Use Policy

The Acceptable Use Policy defines objectives for establishing specific standards on appropriate business use of the WVSAO information and telecommunications systems and equipment.

I. Scope

<u>Contractors</u> who have been granted access to WVSAO information or systems, are covered by this policy and must comply with associated standards, procedures, and guidelines. See Section IV for Exceptions.

WVSAO information and telecommunications systems and equipment while not inclusive is comprised of the Internet, electronic mail (email), Instant messaging, telephone, pager, voice mail, and fax

Objectionable refers to anything that could be reasonably considered to be obscene, indecent, illegal, harassing, offensive, or any other uses that would reflect adversely on the WVSAO including but not limited to comments or images that would offend, harass, or threaten someone on the basis of his or her race, color, religion, national origin, gender, sexual preference, or political beliefs.

WVSAO information and telecommunications systems and equipment are provided for official and authorized business purposes. Any use of such systems and equipment perceived to be illegal, harassing, offensive, or in violation of other WVSAO policies, standards or guidelines, or any other uses that would reflect adversely on the WVSAO, can be considered a violation of this policy.

The WVSAO reserves the right to monitor, record, or periodically audit use of any of its information and telecommunications systems and equipment. Use of these systems and equipment constitutes express consent by those covered by this policy to such monitoring, recording, and auditing. Actual or suspected misuse of these systems shall be reported to the appropriate WVSAO management representative in a timely manner.

The WVSAO reserves the right to disclose the nature and content of any User's activities involving WVSAO information and telecommunications systems and equipment to law enforcement officials or other need-to-know third parties without any prior notice to the User.

Users shall have no expectations of privacy when using WVSAO information and telecommunications systems and equipment Specific instructions and requirements for appropriate business use of the Internet are provided in the Internet Acceptable Use Standard.

Specific instructions and requirements for appropriate business use of the WVSAO electronic mail system are provided in the *Electronic Mail Acceptable Use Standard*.

Specific instructions and requirements for appropriate business use of telephones, pagers, faxes, and voice mail are provided in the *Telecommunication Acceptable Use Standard*.

Specific instructions and requirements for appropriate business use of software and programs are provided in the *Software Acceptable Use Standard*.

II. Prohibited Activities

The following activities are prohibited and shall be reported to the Chief Information Officer (CIO) through the appropriate management channel. Any incidents requiring technical support shall be reported to the WVSAO Help Desk at helpdesk@wvsao.gov or 304-558-2261 x2600. This list is not all-inclusive.

- Crashing an information system. Deliberately crashing an information system is
 prohibited. Users may not realize that they caused a system crash, but if it is shown
 that the crash occurred as a result of user action, a repetition of the action will be
 viewed as a possibly deliberate act.
- Attempting to break into an information resource or to bypass a security feature. Controlled tests conducted during information security audits are excluded.
- Introducing, or attempting to introduce, computer viruses, Trojan horses, or other malicious code into an information system.
- Copyright violation. This includes the act of pirating software, or the use of pirated software, and the illegal duplication or promulgation of information and other intellectual property that is under copyright.
- Illegal activities. Use of State information resources for, or in support of, illegal purposes as defined by Federal, State, or local law.
- Commercial use. Use of State information resources for personal or commercial profit.
- Browsing. The willful, unauthorized access or inspection of confidential or sensitive information.
- Personal or unauthorized software. Use of such software is prohibited.
- Commercial email systems available on the web such as AOL, Gmail, Hotmail, etc. are not permitted for conducting WVSAO official business.
- Peer-to-peer file sharing, peer-to-peer networks, file hosting services, and any other means of sharing files via WVSAO computers and the WVSAO network is strictly prohibited. Sharing files in a way that infringes on the legal rights of copyright holders (e.g. pirating) is not only prohibited, it is illegal.
- Other than YouTube, all other Social Media Networks are prohibited and blocked from access. YouTube is only permitted during work hours to access WVSAO content (e.g. "State Dollar Report") all other content on YouTube is prohibited.
- Blogs are not used by the WVSAO and Contractors or other 3rd parties are prohibited from accessing/using blog sites via WVSAO network resources.
- Unauthorized software. Use of such software is prohibited.

III. Responsibilities

The CIO is the approval authority for the Acceptable Use Policy with the advice and consent of the WV State Auditor.

WVSAO management is accountable for ensuring that the *Acceptable Use Policy* and associated standards and guidelines are properly communicated and understood within their respective organizational units. WVSAO management is also responsible for defining, approving, and implementing procedures in its organizational units and ensuring their consistency with the *Acceptable Use Policy* and associated standards, procedures, and guidelines.

All individuals, groups, or organizations identified in the scope of this policy are responsible for familiarizing themselves with, and for complying with, the *Acceptable Use Policy* and associated standards, procedures, and guidelines.

IV. Policy Enforcement and Exception Handling

Failure to comply with the *Acceptable Use Policy* and associated standards, guidelines, and procedures can result in disciplinary actions up to and including termination of employment. Legal action also may be taken for violations of applicable regulations and laws.

Requests for exceptions to the *Acceptable Use Policy* shall be submitted to the CIO. Exceptions shall be permitted upon receipt of written approval from the CIO with the advice and consent of the WV State Auditor. Prior to written approval of any exception request, the individuals, groups, or organizations identified in the scope of this standard will continue to observe the *Acceptable Use Policy*.

V. Review and Revision

The Acceptable Use Policy will be reviewed and revised as warranted.

Internet Acceptable Use Standard

The Internet Acceptable Use Standard provides specific instructions and requirements on the proper and appropriate business use of Internet resources.

I.Scope

Internet Resources refer to the WVSAO systems, networks, equipment, software, and processes that provide access to and/or use of the Internet, including accessing, downloading, transmitting, or storing data and information, as well as the operation of software products and tools.

II. Requirements

The requirements of the *Internet Acceptable Use Standard*, although specific, are not to be considered a comprehensive listing. The WVSAO considers consistency with requirements as the basis for considering the appropriateness of other activities and practices that are not specifically addressed.

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A. Business Use

- 1. WVSAO Internet Resources are provided for official and authorized WVSAO business use and purposes.
- 2. The use of WVSAO Internet Resources shall be in accordance with applicable laws and regulations.
- 3. Users shall be accountable for all Internet activity associated with their accounts.

B. Improper Use

- 1. Use of WVSAO Internet Resources must not be illegal, must not be perceived as a conflict of WVSAO interest, and must not interfere with normal business activities and operations.
- 2. Users shall not violate any laws or regulations through the use of WVSAO Internet Resources.
- 3. WVSAO Internet Resources shall not be used to link, bookmark, access, download, transmit, or store objectionable material, images, or content.
- 4. WVSAO Internet Resources shall not be used to conduct personal or non-WVSAO solicitations.
- 5. Participation in any external instant messaging systems, or forums is permitted only when conducting official and authorized WVSAO business. Personal use of WVSAO Internet Resources to participate in any chat groups, social networking groups, electronic bulletin boards, or forums is prohibited.
 - 6. Users must not allow others to access the Internet by using their accounts.

C. Browser Software

- 1. Users can use only WVSAO-approved versions and configurations of browser software when using WVSAO Internet Resources.
 - 2. Users must not adjust the browser security settings to be less restrictive than the WVSAO-approved configuration.

D. Downloaded Materials

- 1. WVSAO Internet Resources shall not be used to access, download, transmit, or operate any commercial software, shareware, or freeware that has not been authorized by the WVSAO.
- 2. All material and content that has been downloaded using WVSAO Internet Resources must be reviewed for malicious code and viruses.

Electronic Mail Acceptable Use Standard

The *Electronic Mail Acceptable Use Standard* provides specific instructions and requirements on the proper and appropriate business use of Electronic Mail Resources.

I. Scope

Electronic Mail Resources refer to the WVSAO systems, networks, equipment, software, and processes that provide access to and/or use of the electronic mail, including accessing, downloading, transmitting, or storing data and information, as well as the operation of software products and tools.

Commercial email systems available on the web such as AOL, Gmail, Hotmail, etc. are not permitted for conducting WVSAO official business.

II.Requirements

Downloaded Materials

- 1. No WVSAO sensitive or proprietary data may be transmitted via any email system.
- 2. The content and attachments of electronic mail messages must be reviewed for malicious code and viruses.

Software Acceptable Use Standard

The Software Acceptable Use Standard provides specific instructions and requirements on the proper and appropriate business use of WVSAO software.

I. Scope

Electronic Communications Systems refers to all WVSAO information systems and equipment including Electronic Mail Resources, Internet Resources, and Telecommunications Resources, and mobile devices such as Smart Phones.

Electronic Mail Resources are defined in the Electronic Mail Acceptable Use Standard.

Internet Resources are defined in the Internet Acceptable Use Standard.

II. Requirements

The requirements of the Software Acceptable Use Standard, although specific, are not to be considered a comprehensive listing. The WVSAO considers consistency with requirements as the basis for considering the appropriateness of other activities and practices that are not specifically addressed.

A. Business Use

- 1. Users shall abide by and comply with any and all copyright laws pertaining to computer software and by any software license agreements that are legally applicable to them.
- 2. All software and licenses used by the contractor must be legally purchased or acquired.
- 3. The use of WVSAO software shall be in accordance with applicable laws and regulations.

B. Improper Use

- Any use of WVSAO software must not be illegal, must not constitute or be perceived as a conflict of WVSAO interest, and must not violate WVSAO policies.
- 2. Users shall not violate any laws or regulations through the use of WVSAO software.
- 3. Unauthorized copying of copyrighted software and licenses for corporate, personal use, or for distribution to others is prohibited.
- 4. Receipt and use of unauthorized software copies and licenses is prohibited.
- 5. WVSAO Electronic Communications Systems shall not be used to send, receive, or store any commercial software, shareware, freeware, or public domain without the WVSAO prior authorization.

Policy Non-Compliance

Anyone using this computer network system expressly consents to their data to be monitored and is advised that if such monitoring reveals possible conduct of criminal activity, system personnel will provide the evidence of such activity to law enforcement officers.

Access is restricted to authorized users only. Unauthorized access is a violation of state and federal, civil and criminal laws.

I, MELANIE WHITE	, certify that I have read and understand the West
Virginia State Auditor's Informati contained herein. I also agree to co	on Security Policy (For Contractors and any 3rd parties) omply with the restrictions noted within this document.
MELANIE WHITE	
(Name)	
Molevie (Dita) (Signature/Date)	·

WEST VIRGINIA STATE AUDITOR'S OFFICE CONTRACTOR CONFIDENTIALITY AGREEMENT

This WEST VIRGINIA STATE AUDITOR'S OFFICE CONTRACTOR CONFIDENTIALITY AGREEMENT ("Agreement") dated as of this 5th day of 2017 is entered into by and between the WEST VIRGINIA STATE AUDITOR'S OFFICE ("WVSAO") and CENTRAL BUSINESS SYSTEMS, INC. "User"). (The WVSAO and the User are jointly and collectively referred to as the Parties throughout this agreement).

For purposes of this Agreement, the following definition s shall apply:

Confidential information includes, but is not limited to, demographic and contact information, tax payer id numbers, social security numbers, and financial information, which are protected by federal or state statute or regulation, or other law, or when the release of which would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance, as approved by the WVSAO or WVSAO's counsel or designee. Confidential information may consist of witten communications or be stored in written, printed or computerized databases, and includes images, as well as, text. Confidential information shall not include information that (i) is disclosed to the WVSAO or User by the individual who is the subject of the confidential information and he/she consents to subsequent disclosure in writing; (ii) is already known to the User at the time of its disclosure free of any obligation to keep it confidential; (iii) becomes publicly available through no wrongful act or omission of the User; (iv) is lawfully disclosed to the User by a third party having the right to disclose such information and without restriction on subsequent disclosure; (v) is independently developed by the User without reference to the confidential information; or (vi) is lawfully required to be disclosed to any governmental agency or isotherwise required to be disclosed by law.

Disclose or Disclosure is the release, transfer, provision of access to, or divulging or communicating in any manner information outside the WVSAO or User holding the information.

Need to know means that the User shall only have access to the minimum information necessary to perform the particular function or purpose as provided in the CRFQ AUD1700000004 by and between the Parties in the exercise of User's responsibilities thereunder.

Use of information is the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains or receives such information identified as confidential information hereunder.

User includes the legal entity, its officers, agents and employees, and any of its affiliates that receive the confidential information hereunder for the purpose s of carrying out its obligations under the CRFQ AUD1700000004 by and between the Parties.

The Parties hereto agree as Follows:

It is understood between the Parties that during the term of the CRFQ AUD1700000004 by and between the Parties to the extent that the User has a need to know such information in order to provide the Services, the User may have access to confidential information in paper, electronic, or verbal form and will only use such information to the extent necessary to perform the particular function or purpose as provided in the CRFQ AUD1700000004 by and between the Parties in the exercise of User's responsibilities thereunder and will disclose confidential information only to the User's employees, agents, representative s, or other individuals necessary to perform the particular function or purpose as provided in that same CRFQ AUD17000000004.

It is also understood between the Parties that during the term of the CRFQ AUD1700000004 by and between the Parties that the User will receive and protect confidential information in conformance with this Agreement.

Except as permitted herein, the User agrees that it will only disclose such information upon written approval of the West Virginia State Auditor's counsel or designee. This provision applies to the disclosure of information in its total or fragmented form.

Any information in any form that may be provided to User by the WVSAO including, but not limited to, copyrighted materials in the course of the Parties' CRFQ AUD1700000004 and any software, computer equipment, or any other property or equipment that may be made available to User by WVSAO from time-to-time, are the exclusive property of the WVSAO and shall be promptly provided to WVSAO upon request by the WVSAO, or remain in the WVSAO's possession, if applicable, except as specifically consented to, in writing, by the WVSAO

The User and WVSAO agrees that any document, report, the User prepares pursuant to the underlying CRFQ AUD1700000004 by and between the (Parties) (the "Work Product") shall be delivered unto the WVSAO upon completion and is subject to the non-disclosure requirements hereunder, and neither party shall release the Work Product to any other source or third party without the other party's prior written approval. This prohibition shall not apply to proprietary information owned by User to the extent that it has been incorporated into the Work Product.

The User understands that even when it no longer has access to records at the WVSAO, it is forever bound by this Agreement and must continue to maintain the confidentiality of information to which it has previously had access for a period of three (3) years after termination of the CRFQ AUD1700000004.

By signing below, the User acknowledges that it has read and understand s the contents of this Agreement and understands that except as permitted by this Agreement, the improper collection, use, or disclosure of confidential information will result in a breach of this Agreement. In addition, the WVSAO reserves the right to seek any remedy available at law or in equity for any violation of this Agreement.

West Virginia State Auditor's Office	Vendor CRFQ AUD1700000004
Ву:	By: Malanis Wib
Title:	Title: CONTROLLER
Date:	Date: 1/5/2017

WV-10 Approved / Revised 08/01/15

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.

Date:	Title:
Bidder:	Signed:
and accurate in a	law for faise swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ill respects; and that if a contract is issued to Bidder and if anything contained within this certificate he term of the contract, Bidder will notify the Purchasing Division in writing immediately.
authorizes the Dep the required busine	his certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and artment of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ess taxes, provided that such information does not contain the amounts of taxes paid nor any other information c Commissioner to be confidential.
requirements for si against such Bidde	ds if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty er in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency any unpaid balance on the contract or purchase order.
dance wi	ion is made for preference as a non-resident small, women- and minority-owned business, in accor- ith West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Is been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- rity-owned business.
Bidder is purposes continuou	ion is made for 3.5% vendor preference who is a veteran for the reason checked: a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and usly over the entire term of the project, on average at least seventy-five percent of the vendor's employees are of West Virginia who have resided in the state continuously for the two immediately preceding years.
Bidder is and has submitted	•
	tion is made for 5% vendor preference for the reason checked: eets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
Bidder is affiliate of minimum employee	tion is made for 2.5% vendor preference for the reason checked: a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a not one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the es or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state usly for the two years immediately preceding submission of this bid; or,
Bidder is working	tion is made for 2.5% vendor preference for the reason checked: a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees on the project being bid are residents of West Virginia who have resided in the state continuously for the two years tely preceding submission of this bid; or,
Bidder is and which	ng the date of this certification; or, a nonresident vendor which employs a minimum of one hundred state residents a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents the has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) are maintained in the date of this certification; or,
Bidder is ing the commercial Bidder is business ownersh maintain	an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced- date of this certification; or, as a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of s continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the hip interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has need its headquarters or principal place of business continuously in West Virginia for four (4) years immediately
1. Applies	tion is made for 2.5% vendor preference for the reason checked:

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 exceed five percent of the total contract amount.

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

Taken, subscribed, and sworn to before me this ____day of ______, 20____.

My Commission expires ______, 20____.

WITNESS THE FOLLOWING SIGNATURE:

County of ______, to-wit:

AFFIX SEAL HERE NOTARY PUBLIC _____

Purchasing Affidavit (Revised 08/01/2015)

INSTRUCTIONS TO VENDORS SUBMITTING RIDS

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

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
A MANDATORY PRE-BID meeting will be held at the following place and time:

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: December 21, 2016, 3:00 p.m.

Submit Questions to: Linda Harper, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Linda.B.Harper@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: Folding Inserter 48 Month Lease

BUYER: :Linda Harper

SOLICITATION NO.: CRFQ AUD1700000004

BID OPENING DATE: January 5, 2017

BID OPENING TIME: 1:30 p.m.

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding
to a request for proposal, the Vendor shall submit one original technical and one original cost
proposal plus N/A convenience copies of each to the Purchasing Division at the
address shown above. Additionally, the Vendor should identify the bid type as either a technical
or cost proposal on the face of each bid envelope submitted in response to a request for proposal
as follows:
BID TYPE: (This only applies to CRFP)
Technical 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).

Bid Opening Date and Time: January 5, 2017, 1:30 p.m.

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.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "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.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "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.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "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.

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
to proceed and must be completed withindays. [] 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 days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal 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.
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.
See Section 3.4
Revised 11/30/2016

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. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
8. 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.
9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. 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.

- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. 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.
- 13. 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.
- 14. 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.
- Uendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. 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.
- 18. 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 § 148-1-6.1.e.

- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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 laws, regulations, and ordinances.
- 22. 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.
- 23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND 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.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

33. 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.

34. 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.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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 <u>purchasing requisitions@wv.gov</u>.

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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

RON WATTS, MAJOR ACCOUNTS MANAGER		
(Name, Title)		
RON WATTS, MAJOR ACCOUNTS MANAGER		
(Printed Name and Title) 2670 WILHITE DRIVE, LEXINGTON, KY., 40503		
(Address) 859-276-1690 / 859-276÷1699		
(Phone Number) / (Fax Number)		
rwatts@cbsedge.com		
(email address)		

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

CENTRAL BUSINESS SYSTEMS, INC.
(Company)
Melania Wit
(Authorized Signature) (Representative Name, Title)
MELANIE WHITE, CONTROLLER
(Printed Name and Title of Authorized Representative)
1/5/2017
(Date)
859-276-1690 / 859-276-1699
(Phone Number) (Fax Number)

The New Standard in Mail Production

















The New Standard in Mail Production

The highly productive folding inserting system processes an unprecedented variety of mail.

The DS-200 meets the workflow demands of almost every mailing application – from direct mail campaigns to highly sensitive mailings such as medical billing, payroll and financial statements. Unique reading technology interprets almost any type of intelligent coding. The DS-200 also has the ability to process flats effectively and efficiently.

As one of the most important elements in your mail flow, your folder inserter needs to be easy to operate, highly productive and flexible. Neopost's DS-200 has set new standards in all these aspects, and in addition to being modular in design, it allows you to configure the system to meet your needs as your business requirements evolve.

Intelligent Productivity from Start to Finish



The DS-200's large color graphic interface reaches new heights in user friendliness and workflow programming. Once a job has been programmed, running it is a simple matter of loading the trays, selecting the job and pressing start. Even changing over to a completely different job takes only minutes.

The DS-200 streamlines productivity every step of the way, from efficient paper loading to predictive intelligence that estimates when your job will be completed.

Automate Your Document Processing

Neopost's Output Management Software (OMS) can add more value to your documents by allowing you to:

- Automatically add barcodes to drive your folder inserter
- Select inserts from multiple trays
- Guarantee your mail integrity with secure control marks
- · Split print files based on your criteria



Full Content Control and Security You Can Rely On



Neopost's exclusive CIS scanning device can read any type of coding,

such as OMR 1 and 2 tracks, 1D barcodes and 2D Data Matrix. With this technology, the code can be printed anywhere on the document, providing the flexibility to fulfill any layout requirement.

It is also a secure foundation for complete, detailed and accurate reporting of your mail production. The DS-200 can deliver a full production report, including a record of each scanned document, to verify the integrity of every mailing.

Endless Possibilities



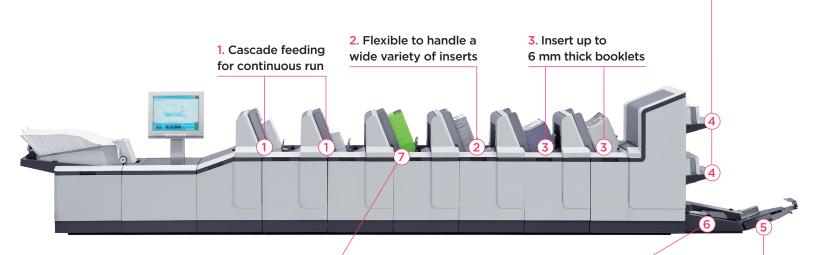


With its high-capacity sheet feeders combined with premium processing speed for multiple documents, the DS-200 is readily adapted to the widest range of mail applications. It can process coated and glossy booklets or DVDs into standard envelopes, and it can insert up to 50 pages or 6 mm booklets.

The DS-200's unlimited job memory allows operators to change from job to job in minutes. The possibilities for improving mail center productivity are endless.

4. Feeder linking

Continuous operation is achieved by cascade feeding. If one feeder runs empty, another one takes over, giving a total capacity of 2,000 sheets.



7. Loading on the fly prevents stoppage

6. Daily Mail Insertion for one-off documents

5. Auto Diversion

To avoid stoppage, the divert bin receives oversized sets or special documents, while the system keeps running.

Highly Productive with the Widest Variety of Mail





The DS-200 can operate at speeds of up to 4,800 envelopes per hour. It also processes landscape flat envelopes, making

inserting up to 50 pages per envelope easier and more reliable.

The high capacity of the DS-200 feeders is a perfect match for its high speed. The many innovative design features reduce downtime, giving the operator more time to work on other tasks while the mail is automatically processed securely at high speeds.

Replacing Manual Tasks Increases Productivity

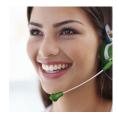


The DS-200 sorting module gives you the ability to automatically group finished envelopes to multiple exits based on various criteria including:

- Weight of the finished envelope
- Destination
- Document intelligence BCR/OMR

Specifications	
Processing speed	Up to 4,800/hour
Touch screen PC control	Standard
Automatic settings	Standard
Document feeder capacity	Up to 1,000
Envelope feeder capacity	Up to 800
Hand feeding	Standard
Multiple sheet feeding	Standard
Cascade from feeders	Standard
Divert bin for documents	Standard
Job memory	No limitation
Automatic double detection	Standard (all feeders)
Automatic document measurement	Standard (all feeders)
Fold types	Letter, z-fold, single, double parallel, no fold $\angle Z \angle &$
Folding capacity	Up to 8 sheets
Document weight	70 gsm to 6 mm thick
Set thickness	Up to 6 mm
Options	
Accumulation before folding	Available
Optical Mark Recognition (OMR)	Available
Barcode Recognition (BCR)	Available
2D Data Matrix	Available
Envelope Conveyor	Available
System Dimensions	Length x Depth x Height
DS-200 (3 module configuration)	107" x 25" x 36"
Weight	743 lbs.
Editor dell'edit	

1 to 11 feeders



We've Got You Covered

Neopost maintains a network of offices across the country to provide local customer support

and trained technicians who are ready to assist you. You can be confident that when you need knowledgeable support or expert service, the point-of-contact will be a Neopost office in your area consisting of a team of local professionals.

Why Choose Neopost?

Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.

In this age of multichannel communications, we guide and empower you to interact in new and innovative ways. We advise you on how to create cost-cutting synergies. We deliver global coverage with a strong local presence, offering you continual support by phone, onsite or online.

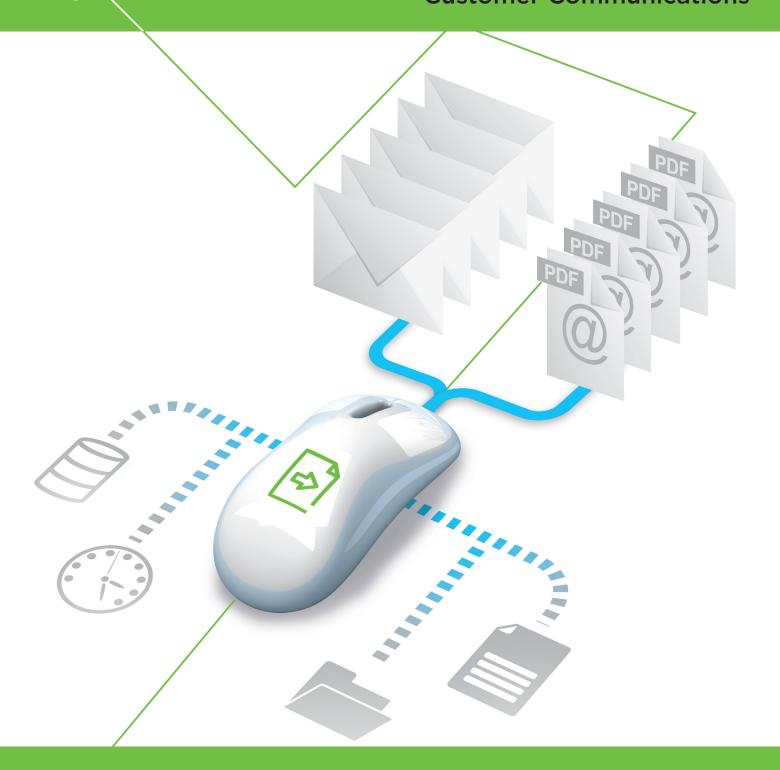
Today, Neopost is present in 31 countries and has a network of partners in more than 90 countries. We promote responsible business and sustainable development through our products and outreach programs. Our 6,200 employees worldwide are committed to making your interactions more responsive and more powerful – offering you a competitive edge that will open up a wealth of business opportunities.

Find out more at neopostusa.com



Full modularity

Simplifying the Preparation of Customer Communications

















Browser-Based Intuitive Multi-Channel Communications Management Software

Today, organizations of all sizes operate under competitive and economic pressure to improve customer experience, while trying to cut costs and increase efficiency. Neopost's OMS-500 enables you to address these challenges and easily produce enriched, personalized and secure customer communications.

OMS-500 gives you complete control over your customer communications processes by automating and centralizing the preparation of your business documents. It's all that you need to create compelling, personalized communications and deliver them to the right person, at the right time, through their preferred channel.

Improved Security

Neopost's OMS-500 allows users to define which document should go into which envelope. It can sort and collate documents to avoid sending multiple items to the same recipient, and it secures the content of each mailing piece using intelligent inserter barcodes.



Enhanced Operational Efficiency

OMS-500 was designed to enable business users to easily manage their customer communications, with simple access via their web-browser. It's easy to configure to meet



your specific requirements and standards without changing source applications or requiring major IT involvement. Its web-based intuitive interface offers instant feedback on various jobs and allows users to define and run new document configurations.

Engaging Customer Communications

Neopost's OMS-500 allows you to access and use content to create a better experience for your customers and turn your communications into engaging documents and increased revenue opportunities. Adding personalized marketing messages, overlays or enclosures to a document has never been easier. OMS-500 helps you maximize the impact of each customer communication piece and improve customer satisfaction.

Process Automation and Multi-Channel Delivery

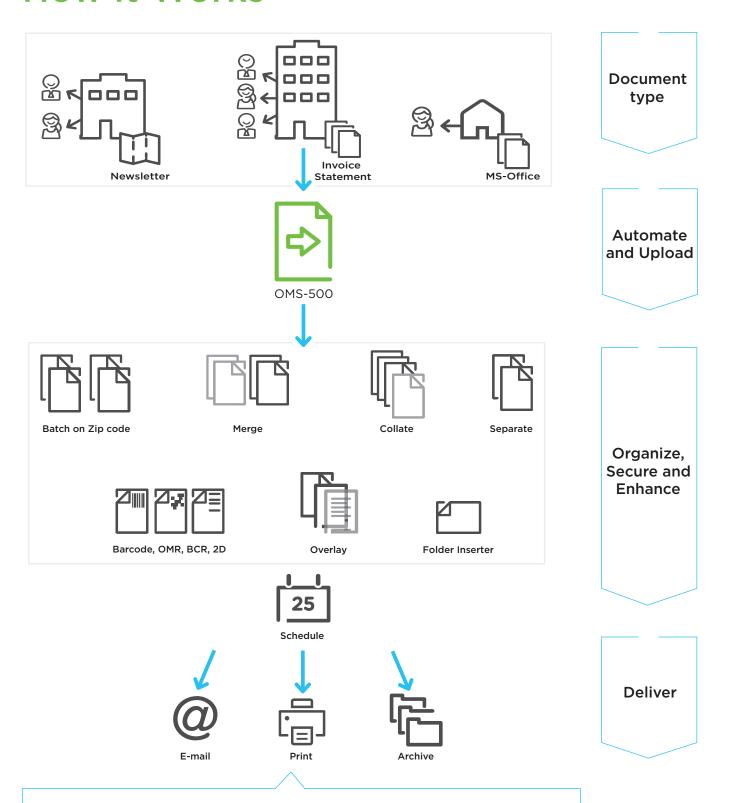
Neopost's OMS-500 offers centralized user administration and distribution, enabling communications to be produced by different departments, at different times and in different geographical locations across your business. It also enables you to communicate with your customers via the channel they prefer. With OMS-500's built-in multi-channel capabilities, businesses use one single platform to produce and deliver digital or print documents.

Postal Optimization and Address Validation

OMS-500 integrates with Satori Software to provide address correction and presort capabilities, to avoid undeliverable mail and optimize your postal costs.

The OMS-500 user-friendly interface allows non-technical business users to re-purpose data and enrich documents in just a few clicks.

How it Works



Documents can be sent to OMS-500 from various locations. OMS-500 automatically gathers all the documents in the system. By using functions like separate, group, overlay etc., the documents are selected from the database and then combined accordingly. Documents can be included in multiple communication pieces, for which one or multiple output delivery channels can be chosen.

Specifications

High performance (up to 10,000 docs per minute)

Easy to use and configure

User-friendly web-based interface

End-to-end process management and automation

Supports standard input and output data formats: PDF, PCL5, TNO, PostScript, XML

Communications Quality & Security

Allows centralized document control

Applies specified branding and personalization

Multi-lingual document management

Delivers info through recipients' preferred channel (print or digital)

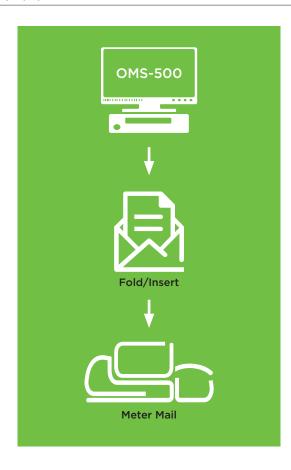
Supports integrity barcodes: OMR, BCR, 2D

Budget Optimization

Postal savings with grouping, batch printing, sorting and merging

Allows changes in real-time without IT involvement

Leverages existing IT investments by modernizing output of legacy systems



Integration Made Easy, Ready for Tomorrow



Neopost's OMS-500 can be easily implemented into your current IT environment with no changes to your existing business systems. It can also seamlessly integrate into your existing mailing

process with folder inserters, mailing machines and more. Its evolutionary design and modular architecture in highly scalable and guarantees you get the most effective solution to meet your needs now and in the future.

Why Choose Neopost?

Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.

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