

**Sealed BID:**

**BUYER: Crystal Husted**

**Solicitation #: CRFQ DOT20000000089**

**Bid Opening Date: 12.17.19**

**Bid Opening Time: 1:30 PM**

**Fax Number: 304.558.3970**

**The bid delivery address:**

**Department of Administration, Purchasing  
Division**

**2019 Washington Street East  
Charleston, WV 25305-0130**

RECEIVED  
2019 DEC 17 AM 10:13  
WV PURCHASING  
DIVISION



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

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

Proc Folder: 662740

Doc Description: ADDENDUM 1 LEXMARK 825DN PRINTERS OR EQUAL (632000055)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-09	2018-12-17 13:30:00	CRFQ 0803 DOT2000000089	2

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

Vendor Name, Address and Telephone Number:

Superior Office Service, Inc.  
108 Eighth Avenue West  
Huntington, WV 25701  
304.525.7250

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted  
(304) 558-2402  
crystal.g.husted@wv.gov

Signature X

FEIN #

550465039

DATE

12.17.19

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

RESOLICT OF CRFQ DOT2000000074 THAT WAS MISTAKENLY CANCELLED:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF TWENTY (20) LEXMARK 825DN PRINTERS OR EQUAL PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF MOTOR VEHICLES PLATE WAREHOUSE 1321 HANSFORD ST CHARLESTON WV 25301 US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(20) Lexmark 825 DN Printers or Equal	20.00000	EA	\$ 4,889.35	\$ 97,787.08

Comm Code	Manufacturer	Specification	Model #
43212100	Canon USA	Brochure Attached	Canon ADV 615IF, 3 Drawers, & Base

Extended Description :  
(20) Lexmark 825 DN Printers or Equal

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	(20) IDPS Network Printing Card installed in printer	20.00000	EA	Software with 3 Year Warranty Included with Printers	

Comm Code	Manufacturer	Specification	Model #
44101700	Canon USA	Object Generator (for AS400 printing) License with 3-year Maintenance	

Extended Description :  
(20) IDPS Network Printing Card installed in printer **BROCHURE ATTACHED**

Object Generators easy installation and User-Friendly configuration interfaces provide feature, printer and document control as well as quick setup. Object Generator supports all current enabled Canon imageRUNNER ADVANCE series.

Easy for Administrators  
 Installed directly on the AS/400 as an object.  
 No external device/server required.  
 Converts AS/400 data, SCS and AFPDS spool files using host print transform, directly to the PCL printer language.

Easy for End Users  
 Users choose their Canon model, the name of the printer queue, and optionally, the printer device. After details are selected, printing options can be established (finishing, etc.)  
 Object Generator is licensed per server and allows for unlimited device connections to AS/400. Each purchased license includes 3 year maintenance for software upgrades and device support.

Additional 1 year maintenance agreement terms are also available for purchase to continue maintenance of the product beyond the initial 3 year agreement.

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 6 RM 920 CHARLESTON WV 25305-0430 US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Next Business Day Onsite Warranty Uplift	20.00000	EA	3 Year Warranty Included in Printer Price	

Comm Code	Manufacturer	Specification	Model #
81111818			

**Extended Description :**  
 Next Business Day Onsite Warranty Uplift

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-12-06

**TONER CARTRIDGE FOR CANON ADV 615IF - Toner T03 Black (51,500 impressions @ ISO 19752) PURCHASE PRICE IS \$ 240.00 EACH**

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 4</b>
<b>DOT2000000089</b>	<b>Final</b>	<b>ADDENDUM 1 LEXMARK 825DN PRINTERS OR EQUAL (632000055)</b>	<b>of 4</b>

**· ADDITIONAL TERMS AND CONDITIONS**

**See attached document(s) for additional Terms and Conditions**



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

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

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CHARLESTON  
US

WV 25305

**Vendor Name, Address and Telephone Number:**

Superior Office Service, Inc.  
108 Eighth Avenue West  
Huntington, WV 25701  
304.525.7250

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
(304) 568-2402  
crystal.g.husted@wv.gov

Signature X *Tin Dair*

FEIN # 550465039

DATE 12.17.19

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BUYER	SELLER
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF MOTOR VEHICLES PLATE WAREHOUSE 1321 HANSFORD ST CHARLESTON WV 25301 US

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Extended Description :  
(20) Lexmark 825 DN Printers or Equal

BUYER	SELLER
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25306-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Next Business Day Onsite Warranty Uplift	20.00000	EA		3 Year Warranty Included in Printer Price

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description :  
 Next Business Day Onsite Warranty Uplift

**EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-12-06



**SOLICITATION NUMBER: CRFQ DOT2000000089**  
**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions

No other changes

Bid opening remains 12/17/2019 at 1:30 PM

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

**Terms and Conditions:**

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

# ATTACHMENT A

**CRFQ 0803 DOT20000000089**  
**Addendum 1**  
**Technical Questions & Responses**

- Question 1:** "It reads on Line Item 2 -- (20) IDPS Network Printing Card. Is this supposed to be IPDS? And what is this option for?"
- Answer 1:** This is a typing error on Line Item 2. It should be IPDS as seen in 3.1.1.4. IPDS cards are necessary to print AFP (AFP is an architecture-based system of hardware and software for creating, formatting, viewing, retrieving, printing, and distributing information using a wide variety of printer and display devices.) from the State IBM Mainframe utilized by WVDOT and WV DMV.
- Question 2:** "If the IPDs Network Printing Card is for AS 400 Printing, are the 20 new units going to be on the same AS/400 Server?"
- Answer 2:** Per 3.1.1.4, the printers require the IPDS card. All printers will be connected to the WV DOT/DOH mainframe system
- Question 3:** Are the disclosure of Interested Party and Purchasing Affidavit required with bid response or post award?
- Answer 3:** The Disclosures of Interested Parties to Contracts form is required prior to award for any contracts expected to exceed \$1,000,000.00. The purchasing affidavit is required prior to award and vendors are encouraged to submit with bid to help the award process move quicker. Vendors are also encouraged to submit the certificate of Commercial General Liability Insurance with their bid as detailed in Section 8 of the solicitation terms and conditions.
- Question 4:** Please confirm the reference mode is the Lexmark MS825dn black and white single function printer.
- Answer 4:** The solicitation is for a Lexmark MS825dn or equivalent model
- Question 5:** Please provide instructions for registering with West Virginia Purchasing division and whether credit card payments are accepted for the \$125 fee.
- Answer 5:** Please refer to the Vendor Resource Center on the State of West Virginia Purchasing Division's website for information on registering in WVOasis.gov. The link is provided below. If technical assistance is needed, you may contact the WVOasis helpdesk at Phone: 304-558-6708 Toll Free: 855-666-8823 or by email at [helpdesk@wvOASIS.gov](mailto:helpdesk@wvOASIS.gov) Vendor Resource Center link: <http://www.state.wv.us/admin/purchase/vrc/default.html>
- Question 6:** Are the average monthly volumes available to share for the devices?
- Answer 6:** 5000-100000 pages. Must be a minimum of 5000 pages.
- Question 7:** Will device installation be required?
- Answer 7:** Device will be installed by the Office of Technology's technicians. The 20 machines will be delivered to the DMV Warehouse, tagged for inventory, and then shipped to the assigned location.

**CRFQ 0803 DOT20000000089**

**Addendum 1**

**Technical Questions & Responses**

**Question 8.** Would a Managed Print Program be considered as an alternative to the extended Lexmark warranties?

**Answer 8.** No.

**Question 9.** Please confirm the submission date and time. Is it the same as opening date/time?

**Answer 9.** Please refer to the Instructions to Vendors Submitting Bids or any associated addendums for bid opening date and time.

**Question 10** Can you explain in more detail your request for Warranty with "Defective Media Retention?"

**Answer 10** Defective Media Retention (DMR) allows you to keep your hard drive if it is defective and requires replacement while under warranty.

**Question 11.** Can the speed be lowered from up to 66 to 65 PPM if all other aspects of bid are fulfilled?

**Answer 11** The speed can be lowered to 65 PPM.

**Question 12.** Is the requirement for the unit to have 2 drawers total or 2 more drawers for a total of 3 drawers?

**Answer 12** Per 3.1.1.5 must have a minimum of (2) addition 500-page drawers. This means 3 drawers total.

**Question 13.** Is the 3-year warranty to include, all parts (maintenance kits, roller kits, etc) labor and toner cartridges?

**Answer 13.** The warranty is to include all part and labor. Toner cartridges are not to be included.

**Question 14.** Can you consider looking at a COST Per Page inclusive warranty with all supplies included?

**Answer 14.** No.

**Question 15.** Since there are 4 different Lexmark Options for Toner Cartridges, which Cartridge is to be included for the initial set-up o the unit?

**Answer 15** The standard cartridge that is sent with the machine at time of purchase.

**3.1.3.1** If the vendor bids an equivalent product, vendor should provide technical documentation from the manufacturer. Documentation MUS be provided upon request. This documentation shall include all applicable part manufacturer's numbers required to meet specifications. Failure to include technical documentation and manufacturer's part numbers for equivalent product will result in disqualification.

**3.1.3.2** If the vendor provides an equivalent product, the unit will be subject to evaluation and testing to ensure compatibility with existing Mainframe printing environment. If the

**CRFQ 0803 DOT20000000089**

**Addendum 1**

**Technical Questions & Responses**

**equivalent printer will not work in the existing environment, the unit may be subject to return.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT20000000089**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Superior Office Service, inc.

Company

*Tim Davis*

Authorized Signature

12.17.19

Date

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

Revised 6/8/2012

**Exhibit A Pricing Page**

**CRFQ DOT2000000089**

Item Number	Quantity	Description	Unit Price	Total Cost
1	20	Lexmark 825DN Printer or Equivalent	\$ 4,889.35	\$ 97,787.00
2	20	IDPS Network Printing Card	Included in Solution	\$ -
3	20	Three Year Next Business Day Onsite Warranty with Defective Media Retention	Included in Solution	\$ -
<b>Total Bid Amount</b>				\$ 97,787.00

**Vendor Information**

**Company Name: Superior Office Service**

**Contract Manager: Tim Daniels**

**Address: 108 Eighth Avenue West, Huntington, WV 25701**

**Phone: 304.525.7250**

**Fax: 304.525.7250**

**Email: tdaniels@superiorwv.com**

**Signature:** *Tim Daniels*



## ImageRUNNER ADVANCE

715iF/715iFZ  
615iF/615iFZ  
525iF/525iFZ



### imageRUNNER ADVANCE 715iF III Series

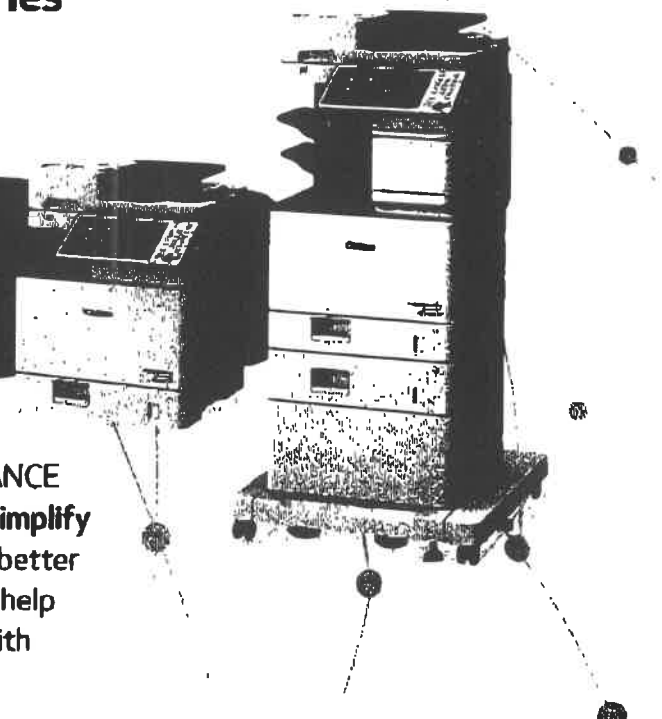
Black-and-White | Compact | Multifunction

Print up to 75 ppm (BW)

Scan up to 100 ipm (300 dpi) (BW/color, duplex)

Print up to 8-1/2" x 14"

3,300-sheet maximum paper capacity



Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology; **better control** sensitive information and print-related costs; and help ensure that technology investments proactively **evolve** with changing needs.



#### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive and Box.!
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.



#### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party Security Information and Event Management (SIEM) systems to help provide real-time comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alterations or tampering.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>2</sup>



#### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for crisp text and consistent images in rich black-and-white tones.
- Designed to achieve maximum uptime with status notifications to help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.





**DEVICE AND FLEET MANAGEMENT**

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



**COST MANAGEMENT**

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



**SUSTAINABILITY**

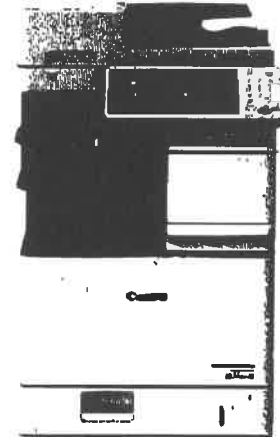
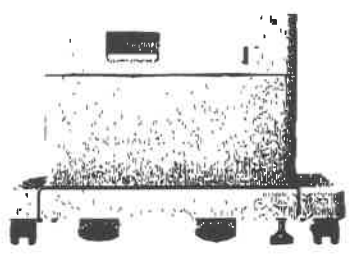
- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally-conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.<sup>3</sup>

**CONFIGURATION OPTIONS**

Standard Model (715IF III/615IF III/S25IF III)\*

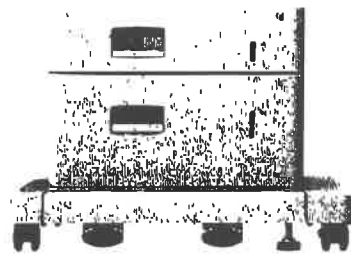


Finisher Model (715IFZ III/615IFZ III/S25IFZ III)


**CASSETTE FEEDING UNIT-A1**

- 550-sheet capacity and cabinet for storage
- Supports up to Legal
- Supports 60 to 135 g/m<sup>2</sup>



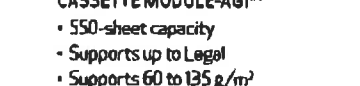
**HIGH CAPACITY CASSETTE FEEDING UNIT-D1**

- 2,550-sheet capacity (550-sheet upper cassette, 2,000-sheet lower cassette)
- Supports up to Legal
- Supports 60 to 135 g/m<sup>2</sup>




**CASSETTE MODULE-A1\*\***

- 550-sheet capacity
- Supports up to Legal
- Supports 60 to 135 g/m<sup>2</sup>



**ENVELOPE CASSETTE MODULE-A1\***

- 75-sheets (Envelope)
- Supports COM10 (No.10), Monarch, DL, ISO-CS
- Supports 80 to 100 g/m<sup>2</sup>



**CABINET TYPE-U\*\***

- Provides base (with wheels) for cassettes

\* Finisher cannot be added after purchase  
 \*\* Can add up to three additional cassettes. When a combined total of three Cassette Module-A1/Envelope Cassette Module-A1 units are added to a finisher model, Cabinet Type-U is required.  
 \* Maximum of two Envelope Cassette Module-A1 units can be configured and only as the first or second additional cassette  
 \*\* Cabinet Type-U is required when three additional cassettes are added to a finisher model.

## SPECIFICATIONS

## Main Unit

## Type

Monochrome Laser Multifunction

## Core Functions

Print, Copy, Scan, Send, Fax

## Processor

Canon Dual Custom Processor (Shared)

## Control Panel

10.1" WSVGA Color Touch-panel

## Memory

3.0 GB RAM

## Hard Disk Drive

250 GB

## Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,

Wireless LAN (IEEE 802.11 b/g/n)

Optional: NFC, Bluetooth Low Energy

## Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),

USB 2.0 x1 (Device)

## Optional:

Copy Control Interface

## Paper Capacity (LTR, 20 lb. Bond)

Standard: 650 Sheets

Maximum: 3,300 Sheets

## Paper Sources (LTR, 20 lb. Bond)

Standard: 550-sheet Paper Cassette, 100-sheet Stack

Bypass

Optional: 550-sheet (CASSETTE FEEDING UNIT-ARI),

2,650-sheet (HIGH CAPACITY CASSETTE

FEEDING UNIT-D1), 550-sheet (CASSETTE

MODULE-AG1), 75-envelope (ENVELOPE

CASSETTE MODULE-A1)

## Paper Output Capacity (LTR, 20 lb. Bond)

Standard Model: 500 Sheets

Finisher Model: 1,000 Sheets

## Finishing Capabilities

Standard Model: Collate, Group

Finisher Model: Collate, Group, Offset, Staple

## Supported Media Types

Cassettes: Thin, Plain, Recycled, Color, Heavy,

Labels, Bond, Pre-punched

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,

Transparency, Bond, Envelopes

## Supported Media Sizes

Cassette (Std.): Letter, Executive, Statement, Custom size

(3-7/8" x 5-7/8" to 8-1/2" x 11-3/4")

Cassettes (Opt.): Legal, Letter, Executive, Statement,

Custom size (3-7/8" x 5-7/8" to 8-1/2" x 14")

Stack Bypass: Legal, Letter, Executive, Statement,

Envelope (No.10 (COM10), Monarch,

DL, ISO-C5), Custom size (3" x 5" to

8-1/2" x 14")

## Supported Media Weights

Cassette: 16 lb. Bond to 36 lb. Bond (60 to 135 g/m<sup>2</sup>)Stack Bypass: 16 lb. Bond to 74 lb. Cover (60 to 199 g/m<sup>2</sup>)Duplex: 16 lb. Bond to 32 lb. Bond (60 to 120 g/m<sup>2</sup>)

## Print/Copy Speed (BW)

715iF III/715iFZ III: Up to 75 ppm (Letter);

Up to 59 ppm (Legal)

615iF III/615iFZ III: Up to 65 ppm (Letter);

Up to 51 ppm (Legal)

525iF III/525iFZ III: Up to 55 ppm (Letter);

Up to 45 ppm (Legal)

## Warm-up Time

From Power On: 30 Seconds or Less\*

## From Sleep

Mode: 10 Seconds or Less\*

## Quick Startup

Mode: 4 Seconds or Less\*

## Dimensions (W x D x H)

Standard Model: 20-1/4" x 23-5/8" x 24-1/4"

(513 mm x 601 mm x 617 mm)

Finisher Model: 20-1/4" x 23-5/8" x 32-1/8"

(513 mm x 601 mm x 814 mm)

## Dimensions (W x D x H) with Paper Feeding Unit or

## High Capacity Paper Feeding

Standard Model: 25-1/4" x 26-3/8" x 42-1/4"

(642 mm x 669 mm x 1073 mm)

Finisher Model: 25-1/4" x 26-3/8" x 50"

(642 mm x 669 mm x 1270 mm)

## Installation Space (W x D)

41-3/8" x 32-3/8" (1,052 mm x 823 mm)

Weight<sup>1</sup>

Standard Model: Approx. 81.6 lb. (37 kg)

Finisher Model: Approx. 101.4 lb. (46 kg)

## Print Specifications

## Print Resolution (dpi)

1200 x 600

## Standard Page Description Languages

UFR II, PCL<sup>®</sup>6, Adobe<sup>®</sup> PS<sup>®</sup>3

## Direct Print

Available from USB, Advanced Box, Remote UI, and Web Access<sup>3</sup>

## Supported File Types

PDF, TIFF, JPEG, EPS, XPS

## Printing from Mobile Devices and

## Cloud-based Services

A range of software and MEAP-based solutions are available to provide printing from compatible mobile devices or Internet-connected devices and cloud-based services depending on your requirements.<sup>3</sup>

## Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,

Andalé Mono WT J/K/S/T (Japanese,

Korean, Simplified and Traditional Chinese),<sup>10</sup>Barcode Fonts<sup>11</sup>

PS fonts: 136 Roman

Operating System<sup>12</sup>UFR II/PS: Windows<sup>®</sup> 7/8.1/10, Windows Server

2008/2008 R2/2012/2012 R2/2016,

MAC OS X (10.9 or later)

PCL: Windows<sup>®</sup> 7/8.1/10, Windows Server

2008/2008 R2/2012/2012 R2/2016

PPD: Windows<sup>®</sup> 7/8.1/10, MAC OS X (10.3.9

or later)

## Copy Specifications

## First-Copy-Out Time (LTR)

As fast as 5 Seconds

## Copy Resolution (dpi)

600 x 600

## Multiple Copies

Up to 9,999

## Magnification

25%-400% (1% Increments)

## Preset Reductions

25%, 50%, 64%, 78%

## Preset Enlargements

129%, 200%, 400%

## Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper Setting, Previous Settings, Favorite Settings, Finishing, Two-sided, Density Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel

## Special Copy Features

Two-sided Original, Finishing, Job Build, Non I, Different Size Originals,<sup>13</sup> Density Adjustment, Original Type Selection, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Job Done Notice, Copy ID Card, Skip Blank Pages, Multi Sheet Feed Detection

## Scan Specifications

## Type

Single-pass Duplexing Automatic Document Feeder<sup>14</sup>

## Document Feeder Paper Capacity

100 Sheets (20 lb. Bond)

## Document Feeder Supported Media Sizes

Legal, Letter, Statement

Custom size: 4-1/8" x 5-7/8" to 8-1/2" x 14"

## Document Feeder Supported Media Weights

BW Original: 12 lb. Bond to 33 lb. Bond (42 to 128 g/m<sup>2</sup>)Color Original: 17 lb. Bond to 33 lb. Bond (64 to 128 g/m<sup>2</sup>)

## Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects (Height up to 1-1/4",

Weight Up to 4.4 lb. (2 kg))

## Full Scan

Color Network ScanGear2 for both Twain and WIA

Supported OS: Windows 7/8.1/10/

Server 2008/Server 2008 R2/

Server 2012/Server 2012 R2/Server 2016

## Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,

200 x 100, 150 x 150, 100 x 100

## Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to mobile devices or cloud-based services depending on your requirements.

## Scan Speed (LTR)

## Single-sided Scanning

Color/BW: 50 ipm/50 ipm (300 dpi, send)

BW: 50 ipm (600 dpi, copy)

## Double-sided Scanning

Color/BW: 100 ipm/100 ipm (300 dpi, send)

BW: 100 ipm (600 dpi, copy)

## Send Specifications

## Destination

Standard: Email/Internet Fax (SMTP), SMB, FTP,

WebDAV, Mail Box, Super G3 Fax

## Optional:

IP Fax

## Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

## Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,

200 x 100, 150 x 150, 100 x 100

## Communication Protocol

File: FTP (TCP/IP), SMB v3.0, WebDAV

Email: SMTP, POP3

## File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply Policy, Optimize for Web, PDF A/1-b, Encrypted, Device Signature), XPS (Compact, Searchable, Device Signature), Office Open XML (PowerPoint<sup>®</sup>, Word)

Optional: PDF (Trace &amp; Smooth, User Signature), XPS (User Signature)

## Universal Send Features

Original Type Selection, Two-sided Original, Different-size Originals,<sup>13</sup> Density Adjustment, Sharpness, Erase Frame, Job Build, Sender's Name (TTI), Delayed Send, Preview, Job Done Notice, File Name, Subject/Message, Reply-To, Email Priority, TX Report, Original Content Orientation, Skip Blank Pages, Multi Sheet Feed Detection

### Fax Specifications

#### Maximum Number of Connection Lines

One  
**Modem Speed**  
 Super G3: 33.6 Kbps  
 G3: 14.4 Kbps

#### Compression Method

MH, MR, MMR, JBIG

#### Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

#### Sending/Recording Size

Statement to Legal

#### Fax Memory

Up to 30,000 Pages

#### Speed Dials

Max. 200

#### Group Dials/Destinations

Max. 199 Dials

#### Sequential Broadcast

Max. 256 Addresses

#### Memory Backup

Yes

#### Fax Features

Original Type Selection, Two-sided Original, Density for Scanning, Sharpness, Erase Frame, Job Build, Sender's Name (TTI), Selecting the Telephone Line, Direct Send, Delayed Send, Preview, Job Done Notice, TX Report, Multi Sheet Feed Detection

### Store Specifications

#### Mail Box Simple (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

#### Advanced Box

Communication Protocol: SMB or WebDAV Supported

Client PC: Windows (Windows 7/8 1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

#### Advanced Box Available Disc Space

Approx. 16 GB

#### Advanced Box Features

Authentication for Advanced Box Log-in, Sort Function, Printing a PDF File with a Password, ImageWARE Secure Audit Manager Support

#### Memory Media

Standard: USB

### Security Specifications

#### Authentication

**Standard:** Universal Login Manager (Device and Function Level Log-in), User Authentication, Department ID Authentication, Access Management System, uniFLOW Online Express<sup>15</sup>  
 uniFLOW

#### Optional:

#### Data

**Standard:** Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated), Verify System at Startup

**Optional:** IEEE 2600 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

#### Network

**Standard:** IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP, S/MIME, SIEM Integration

#### Document

**Standard:** Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration, Encrypted PDF, Encrypted Secure Print, Device Signature, Secure Watermark  
 User Signature

**Optional:**

### Environmental Specifications

#### Operating Environment

Temperature: 50 to 86° F  
 Humidity: 20 to 80% RH (Relative Humidity)

#### Power Requirements

120-127V, 60 Hz, 9.7 A

#### Plug (Main Unit)

NEMA 5-15P

#### Power Consumption

Maximum: Approx. 1,500 W  
 Standby: Approx. 29.77 W<sup>16</sup>  
 Sleep Mode: Approx. 1.0 W<sup>17</sup>  
 Typical Electricity Consumption (TEC) Rating:<sup>18</sup>  
 715iF III/715iFZ III: 3.1 kWh  
 615iF III/615iFZ II: 2.5 kWh  
 S25iF II/S25iFZ II: 2.1 kWh

#### Standards

ENERGY STAR® Certified  
 Rated EPEAT® Gold<sup>19</sup>

### Consumables

#### Toner

T03 Black (All-in-One Toner Cartridge)<sup>20</sup>

#### Toner Yield<sup>20</sup>

51,500 Images

- <sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.
- <sup>2</sup> Requires additional option
- <sup>3</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).
- <sup>4</sup> Time from device power-on until copy ready (not print reservation).
- <sup>5</sup> Time from exiting sleep mode to when printing is operational
- <sup>6</sup> Time from device power-on to when copy icon appears on the main menu of touch-panel
- <sup>7</sup> Includes consumables
- <sup>8</sup> PDF print from Web sites is supported
- <sup>9</sup> For more information, including compatibility, please visit <https://www.usa.canon.com/mobile-app>.
- <sup>10</sup> Requires the optional PCL International Font Set-A)
- <sup>11</sup> Requires the optional Barcode Printer Kit-D)
- <sup>12</sup> Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.
- <sup>13</sup> Only for Letter/Legal
- <sup>14</sup> Detect Feeder Multi Sheet Feed is supported.
- <sup>15</sup> No charge for this solution; however activation is required.
- <sup>16</sup> Reference value (measured one unit)
- <sup>17</sup> OAIW sleep mode not available in all circumstances due to certain settings
- <sup>18</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 2.0
- <sup>19</sup> Includes toner, drum, developer, and waste toner hopper
- <sup>20</sup> Toner cartridge yield in accordance with ISO/IEC 19752.

For detailed specifications and a comprehensive list of optional accessories, see the imageRUNNER ADVANCE 715iF III Series Specifications document.

USA.CANON.COM/SIMPLYADVANCED

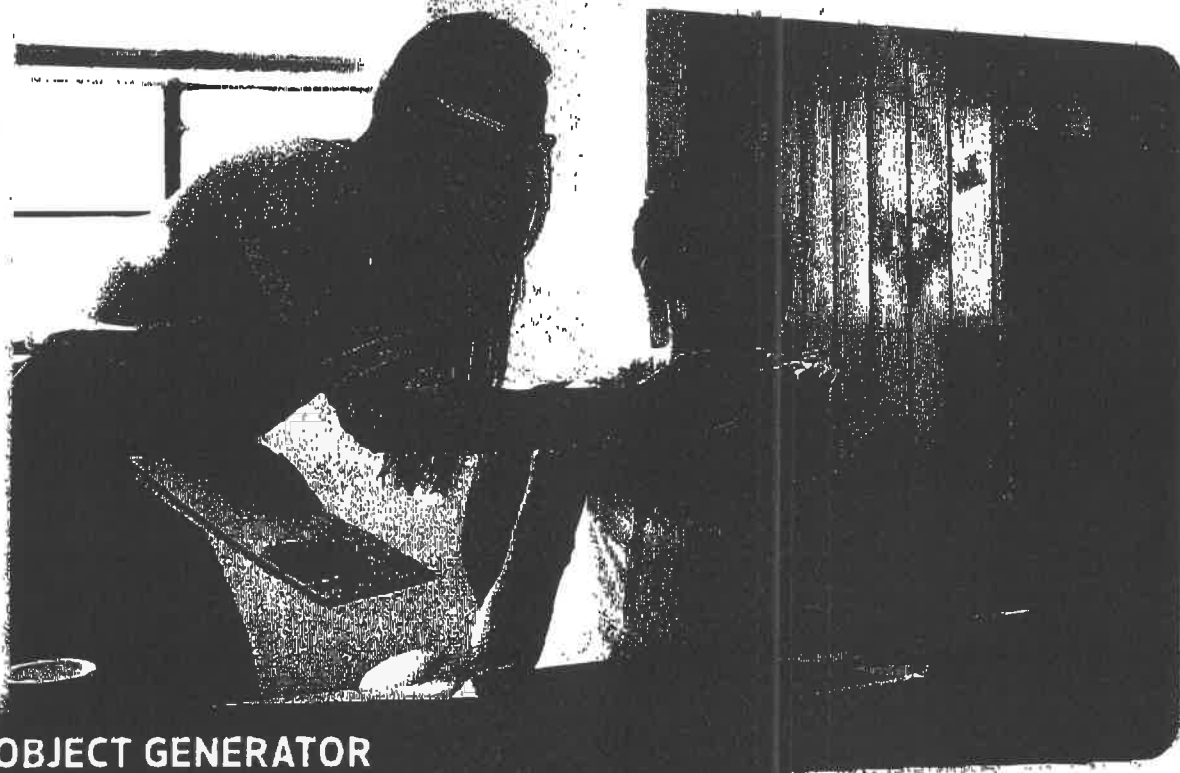


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 0319-RA715-FIISB-5M-01M

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## OBJECT GENERATOR

for AS/400 and iSeries Printing

Object Generator allows compatible Canon printers to connect to the IBM AS/400 and iSeries systems. With the use of simple menus, customization objects for Canon printers can easily be created and integrated into the host print workflow. Printing and customization can be achieved through Workstation Customization Objects, which are included with the software and can be automatically linked to the print queue.



### EASY FOR ADMINSTRATORS

- Installed directly on the AS/400 as an object.
- No external device/server.
- Converts AS/400 data, SCS, and AFPDS spool files using host print transform, directly to the PCL printer language.



### EASY FOR USERS

- Users choose their Canon printer model, the name of the printer queue, and optionally the printer device.
- After details are selected, printing options can be established (finishing, etc.)

## OBJECT GENERATOR BASIC SPECIFICATIONS

### Languages

- English, French, Italian, German, Spanish

### PDLs

- PCL

### Printing Systems

- Host Print Transform

### Supported Products

- Current PCL-enabled imageRUNNER and imageRUNNER ADVANCE models
- Select imageCLASS models
- Select imagePRESS models

### iSeries OS support

- V5R2 up to V6R1

### Hardware Interfaces

- Networked (TCP)

**NOTE:** Object Generator is available as a full-featured trial for customer use. A watermark will be displayed on all output during the trial until a license is purchased and applied to the AS/400.

## OBJECT GENERATOR LICENSE AND MAINTENANCE

### Object Generator License with 3-year Maintenance\*

- Unlimited device connections to AS/400
- Per Server License (Only requires purchase for each AS/400 server)
- Maintenance includes upgrades and device support

\*Option to purchase additional one-year maintenance plans also available.



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**Canon****TECHNICAL PUBLICATION**e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19****PRODUCTS AFFECTED / SERIAL NUMBERS AFFECTED:**  
Object Generator**SUBJECT:**

Release of Object Generator

**GENERAL:**

This Technical Publication is to announce the release of Object Generator. Object Generator is designed for enterprise environments that use IBM AS/400 mainframes. Object Generator integrates Canon MFP printers to connect to the IBM AS/400 and iSeries systems. It simplifies the creation of Workstation Customization Objects for use with Host Print Transform (HPT) on AS400, iSeries, System i and now the Power Systems servers. With the use of simple menus, Customization Objects for Canon printers can easily be created and integrated into the host print workflow.

**DETAILS:**

Object Generators easy installation and User-Friendly configuration interfaces provide feature, printer and document control as well as quick setup. Object Generator supports all current PCL enabled Canon imageRUNNER ADVANCE series and select imageRUNNER, imageCLASS and imagePRESS devices.

*Easy for Administrators*

- Installed directly on the AS/400 as an object.
- No external device/server required.
- Converts AS/400 data, SCS and AFPDS spool files using host print transform, directly to the PCL printer language.

*Easy for End Users*

- Users choose their Canon model, the name of the printer queue, and optionally, the printer device.
- After details are selected, printing options can be established (finishing, etc.)

Object Generator is licensed per server and allows for unlimited device connections to AS/400. Each purchased license includes 3 year maintenance for software upgrades and device support. Additional 1 year maintenance agreement terms are also available for purchase to continue maintenance of the product beyond the initial 3 year agreement.

**NOTE: Object Generator is available in a full featured trial for customer use (A valid license is required for support – Please see 'Important Notes' section for support information). A watermark will be displayed on all output during the trial until a license is purchased and applied to each AS400.**

**Supported Environments:**

- OS/400 V5R4

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For additional technical information, please visit the Canon Engineering Services and Solutions Division website at: [www.support.cusa.canon.com](http://www.support.cusa.canon.com). You can also call the Technical Support Center at 1-800-528-2830 or contact your Regional Support Office.

**Canon****TECHNICAL PUBLICATION**e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19****Supported Devices:**

- imageRUNNER 1018/1020
- imageRUNNER 1024i/1024iF
- imageRUNNER 1435/1435i/1435iF
- imageRUNNER 1600/2000
- imageRUNNER 1730i/1740i/1750i
- imageRUNNER 2016/2016i/2018/2018i/2020/2020i/2022/2022i/2025/2025i/2030/2030i
- imageRUNNER 2200/2200i/2220i/2800/2800i/3300/3300i/3320/3320i
- imageRUNNER 2230/2270/2270/2870/3530/3570/4570/6570
- imageRUNNER 2520/2520i/2525/2525i/2535/2535i/2545/2545i
- imageRUNNER 3025/3035/3045
- imageRUNNER 3250
- imageRUNNER 3225/3225i/3235/3235i/3245/3245i
- imageRUNNER 5000/5000i/5020i/6000/6000i/6020i
- imageRUNNER 5055/5065/5075/5570/6670
- imageRUNNER 7086/7095/7105
- imageRUNNER 8070/9070/8500/85/85+/105/105+
- imageRUNNER C1325iF/C1335iF
- imageRUNNER C1021i/C1021iF/iC1022/C1022i/C1028i/C1028iF
- imageRUNNER C2380i/C2880/C2880i/C3080/C3080i/C3380/C3580/C3580i
- imageRUNNER C2620/C3200
- imageRUNNER C3025/C3025i
- imageRUNNER C3100/C3180/C3180i
- imageRUNNER C4080i/C4580i/C5185i
- imageRUNNER C5800/C5870/C5870i/C5880i/C6870/C6870i/C6880/C6880i
- imageRUNNER ADVANCE 715iF II/615iF II/525iF II
- imageRUNNER ADVANCE 8505i/8505i II/8585i/8585i II/8595i/8595i II
- imageRUNNER ADVANCE 8285/8295/8205
- imageRUNNER ADVANCE 8085/8095/8105
- imageRUNNER ADVANCE 6575i/6575i II/6555i/6555i II/6565i/6565i II
- imageRUNNER ADVANCE 6255/6265/6275
- imageRUNNER ADVANCE 6055/6065/6075
- imageRUNNER ADVANCE 4551i/4551i II/4545i/4545i II/4535i/4535i II/4525i/4525i II
- imageRUNNER ADVANCE 4225/4235/4245/4251
- imageRUNNER ADVANCE 4025/4035/4045/4051

**Canon****TECHNICAL PUBLICATION**

e-Support Filename:

**TP19 230.pdf**

Date:

**08-21-19**

- imageRUNNER ADVANCE 400iF/500iF
- imageRUNNER ADVANCE C256iF II/C356iF II
- imageRUNNER ADVANCE C255iF/C355iF
- imageRUNNER ADVANCE C250iF/C350iF/C350P
- imageRUNNER ADVANCE C7580i/C7580i II/C7570i/C7570i II/C7565i/C7565i II
- imageRUNNER ADVANCE C7260/C7270/C9270 PRO/C9280 PRO
- imageRUNNER ADVANCE C7055/C7065/C9065 PRO/C9075 PRO
- imageRUNNER ADVANCE C5560i/C5560i II/C5550i/C5550i II/C5540i/C5540i II/C5535i/C5535i II
- imageRUNNER ADVANCE C5235/C5240/C5250/C5255
- imageRUNNER ADVANCE C5030/C5035/C5045/C5051
- imageRUNNER ADVANCE C3530i/C3525i
- imageRUNNER ADVANCE C3325i/C3330i
- imageRUNNER ADVANCE C2225/C2230
- imageRUNNER ADVANCE C2020/C2030
- imagePRESS 1110/1125/1135
- imagePRESS C600



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e-Support Filename:

**TP19 230.pdf**

Date:

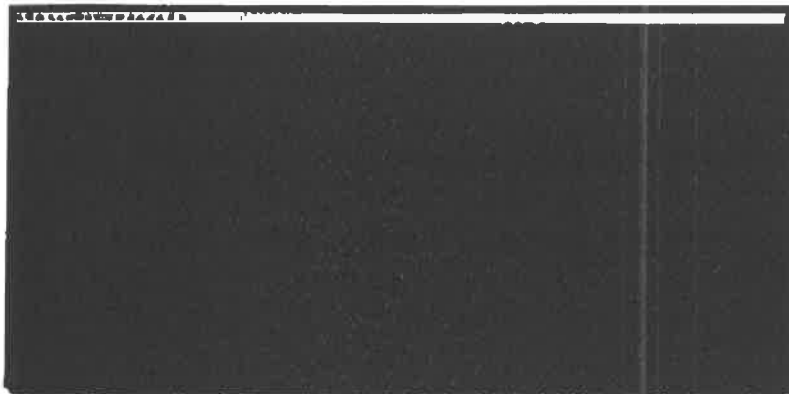
**08-21-19****PROCEDURE:****Installation:**

**\*\*NOTE: The installation package contains the EULA for use of the Object Generator software. Please make sure to provide the EULA to end user who will be using this software.**

1. Download the attached Object Generator Installation package.
2. Extract the file "canoninst.savf" on your PC. Contains the software which will install library "DRVCANON".
3. Transfer "canoninst.savf" to your IBM iSeries (AS/400) system, then restore library "CANONINST" from this file.

To transfer this save file to your IBM iSeries (AS/400) system, you may use a FTP procedure as follow.

- a. On your IBM iSeries (AS/400) system  
CRTSAVF FILE(QGPL/CANONINST) AUT(\*ALL)



- b. On your PC
  - i. open a DOS prompt
  - ii. position to the directory containing file "canoninst.savf"
  - iii. start FTP to your IBM iSeries (AS/400) system, then enter the following commands
    1. binary
    2. quote site namefmt 1
    3. cd /qsys.lib/qgpl.lib
    4. put canoninst.savf CANONINST.savf



**TECHNICAL PUBLICATION**

e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

5. quit



- c. To restore library "CANONINST" on your IBM iSeries (AS/400) system
  - i. Signon with an user profile "QSECOFR-like"  
\*\*It is extremely important that this user profile has \*CHANGE authorities over user profile QPGMR
  - ii. RSTLIB SAVLIB(CANONINST) DEV(\*SAVF) SAVF(QGPL/CANONINST)



- d. To complete the installation of library "DRVCANON" on your IBM iSeries (AS/400) system
  - i. CALL CANONINST/CAINST1C
  - ii. Follow the on screen instructions to complete the install



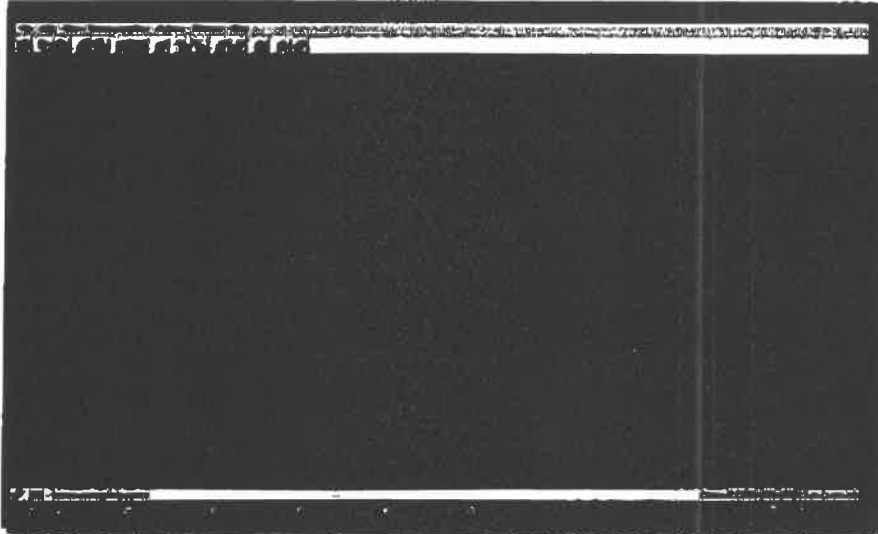


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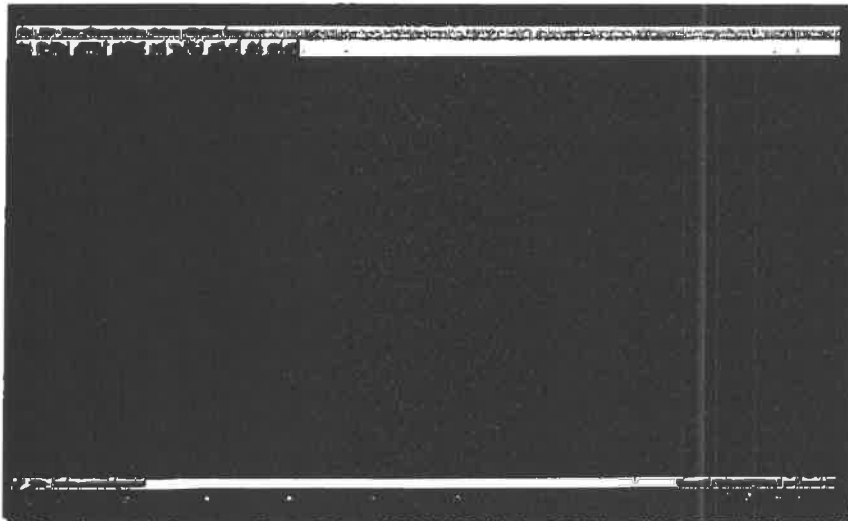
e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

## Configuration (STARTUP):

1. On the OS/400 command line enter CALL STRCANON
2. Click "CREATE".
3. Type in the "Object Name" then select the "MODELS" link to display a list of available models. Use the page UP / DOWN keys on your keyboard until you find the correct model. Enter a "1" next to the MODEL you would like to use. This will populate the printer MODEL field.



4. Select the "VALIDATE" link to accept the MODEL you have selected. This will take you back to the Main



Screen "Manage Customization Objects".

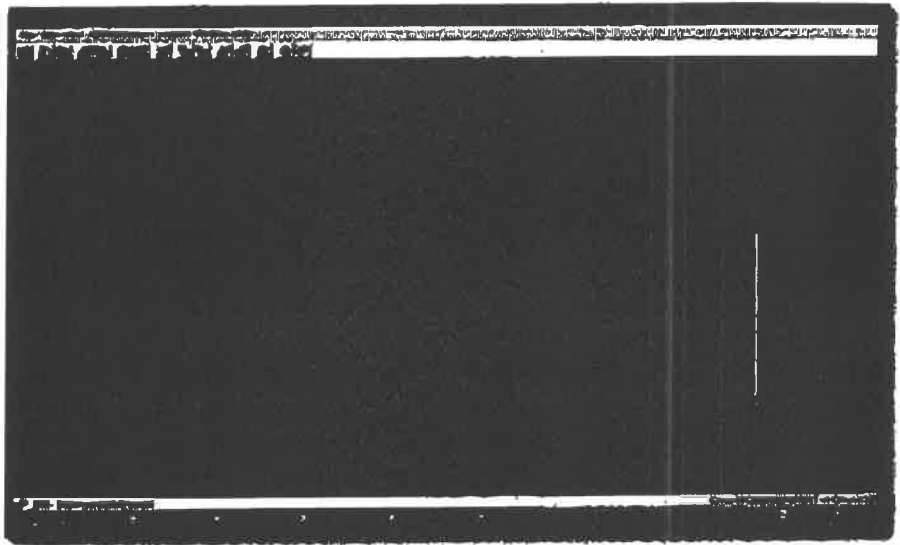


# TECHNICAL PUBLICATION

e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

5. Object Generator provides a number of options. For example, to customize a new printer called "TEST" type a "1" next to the Object Name "TEST" and press "ENTER". If you want to delete then place a "4" next to the Object and press "ENTER" etc.

OBJECT Options	DEVICE / Queue Options
1=Customize	2=Change
4=Delete	3=Stop
7=Device	5=Work with printout
8=Outq	6=Start
	9=Print test





# TECHNICAL PUBLICATION

e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

## IMPORTANT NOTES:

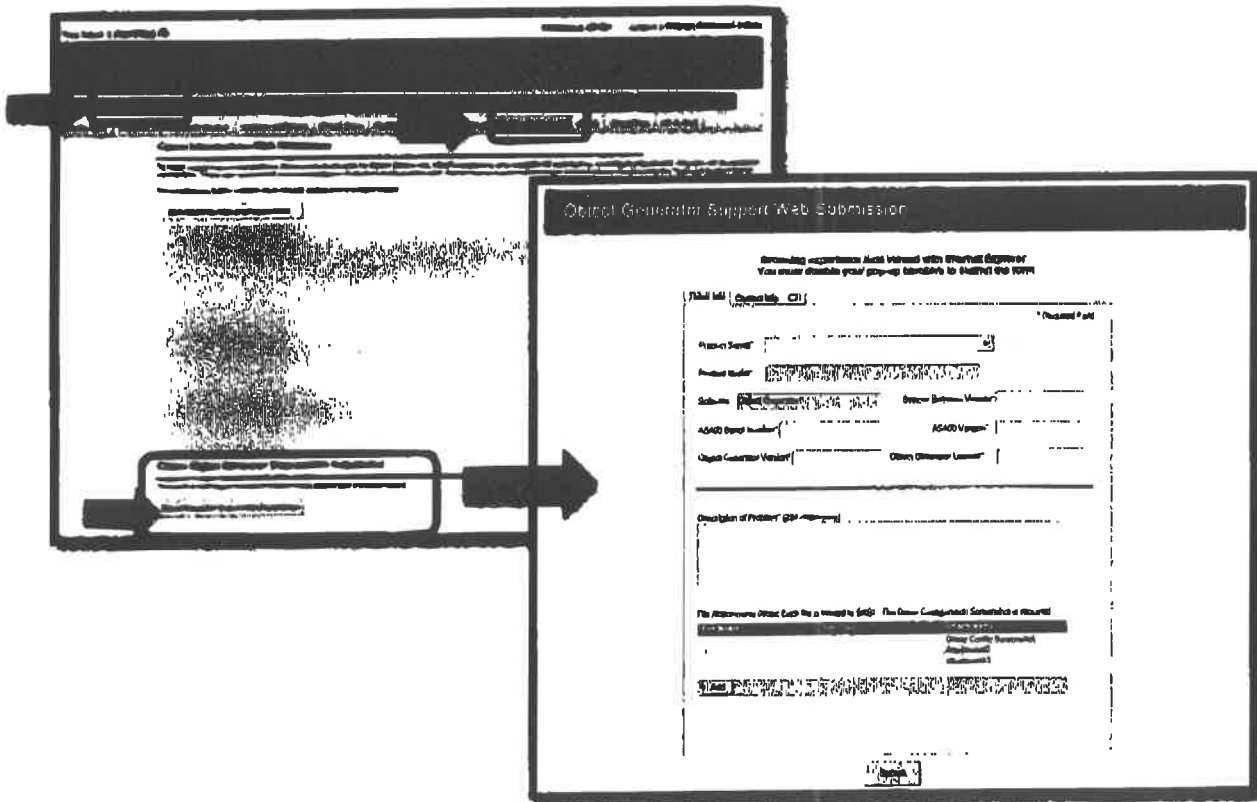
### Support Workflow:

Object Generator does not follow the normal support workflow for most Canon products. The support for Object Generator will be Web-based submission through the eSupport website. Submissions will submit tickets directly to Canon USA and will adhere to Canon USA (CUSA) support guidelines for response and activities.

NOTE: The Support workflow is to be used for support issues for systems with a valid license and for submission requests for an upgrade license when a new version is applied to an AS400. Upgrades of Object Generator are free with valid maintenance but require a new license to activate. The license is distributed on verification of a valid maintenance agreement.

Please see below for support workflow and guidelines for information needed in order to submit an issue for Object Generator:

- Dealer technician performs the first line of support for Object Generator issues
- If escalation is needed, all issues are submitted through e-Support using the Object Generator Web form [eSupport>Tech Support>Support Tickets>Canon Object Generator Support Web Submission]:



**Canon****TECHNICAL PUBLICATION**e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

- Make sure to fill out all fields as required (Red):
  - ***NOTE: A valid License is needed for support (Trials are NOT supported)***
- Once the web form is submitted an issue ticket will be created and assigned.
- CUSA will troubleshoot the issue and if unable to resolve submission of a ticket to the vendor support will be opened.

**Additional Troubleshooting Information:**

When working with the AS/400 Object Generator, it is sometimes necessary to have additional information for investigation purposes. Two of the most common are Attributes and Print Files. The method for obtaining this information is shown below:

**Attributes**

To obtain these attributes, use the "option 8" on the spool file in the OUTQ.

The Command to open an OUTQ is:

==>WRKOUTQ < printer-name >

Please make screen shots and provide them.

**Print File**

1. Install a printer "Generic/Text Only" on a PC with a Windows Operating System (e.g. Windows 10).
2. Connect this printer on the File port.
3. Share this printer. For example use the share name: "testcanon"
4. Verify that the "Unix printing services" is presented and started.
5. Note the IP address of the Computer.
6. Create an OUTQ in Remote OUTQ by using this command:  
 ==> CRTOUTQ OUTQ(QUSRSYS/<OUTQ Name>) RMTSYS(\*INTNETADR)  
 RMTprtQ('testcanon') AUTOSTRWTR(1) CNNTYPE(\*IP) DESTTYPE(\*OTHER) MFRtYPMDL  
 (\*WSCSTA4) WSCST(DRVCANON/<Object Name create by the generator>) INTNETADR('<IP  
 address of the computer>')
7. Release the print file after having transferred it in the new OUTQ created.
8. On the computer where you installed the printer "Generic/Text Only" a POP UP is displayed asking you to define the location and the name of the file to be stored.
9. Record each print file with different name (if there is more than one) and send to us.



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e-Support Filename: **TP19 230.pdf**  
Date: **08-21-19**

**Other Troubleshooting**  
**IBM Troubleshooting Sites:**

**Diagnosing Why Spooled Files Automatically Go On Hold**  
<http://www-01.ibm.com/support/docview.wss?uid=nas8N1019550>

**Working with Host Print Transform Function**  
<https://publib.boulder.ibm.com/series/v5r2/ic2924/books/c415713521.htm>

**Using CPYSPLF to Re-Create a Spooled File or Create a PC File**  
<http://www-01.ibm.com/support/docview.wss?uid=nas8N1010238>

**Saving an Output Queue with SPLFDTA(\*ALL) to Send Spooled Files to Software Support**  
<http://www-01.ibm.com/support/docview.wss?uid=nas8N1015044>

**ASSOCIATED FILES:**

File Name	Description
<b>Object_Generator_v5.1.zip</b>	Zip file contains: <ul style="list-style-type: none"> <li>• Object_Generator_Installation_and_Configuration_Guide.pdf</li> <li>• EULA.pdf</li> <li>• Object_Generator_v5.1_Readme.txt</li> <li>• canoninst.savf (Application)</li> </ul>



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25308-0130

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

Proc Folder: 662740

Doc Description: LEXMARK 825DN PRINTERS OR EQUAL (632000055)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-04	2019-12-17 13:30:00	CRFQ 0803 DOT2000000089	1

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

**Vendor Name, Address and Telephone Number:**

Superior Office Service, Inc.  
108 Eighth Avenue West  
Huntington, WV 25701  
304.525.7250

**FOR INFORMATION CONTACT THE BUYER**  
Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

Signature X *Tim Davis* FEIN # 550465039 DATE 12.17.19

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



**RESOLICT OF CRFQ DOT200000074 THAT WAS MISTAKENLY CANCELLED:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF TWENTY (20) LEXMARK 825DN PRINTERS OR EQUAL PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF MOTOR VEHICLES PLATE WAREHOUSE 1321 HANSFORD ST CHARLESTON WV 25301 US	
---	--	--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(20) Lexmark 825 DN Printers or Equal	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43212100			

Extended Description :  
(20) Lexmark 825 DN Printers or Equal

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	
---	--	--	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	(20) IDPS Network Printing Card installed in printer	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101700			

Extended Description :  
(20) IDPS Network Printing Card installed in printer

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV26305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Next Business Day Onsite Warranty Uplift	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description :  
 Next Business Day Onsite Warranty Uplift



Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-12-06

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 11/07/2019

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 6, 2019 at 10:00 AM**

Submit Questions to: **Crystal Hustead**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

**SEALED BID:**  
**BUYER:** Crystal Hustead  
**SOLICITATION NO.:** CRFQ DOT2000000089  
**BID OPENING DATE:** December 17, 2019  
**BID OPENING TIME:** 1:30 PM  
**FAX NUMBER:** 304-668-3970

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 na 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

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:** December 17, 2019 at 1:30 PM

**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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



### **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.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached.

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

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

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

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

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

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

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

**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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$50,000-SEE BELOW per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

- \*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
STATE OF WV  
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. 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.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. 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.

**18. 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.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wy.gov](mailto:purchasing.requisitions@wy.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 11/07/2019

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 of 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

**TIM DANIELS/ VP SALES**

(Name, Title) Tim Daniels/VP Sales

(Printed Name and Title) 108 Eighth Avenue West, Huntington, WV 25701

(Address) 304.5235.7250, 304.525.7051

(Phone Number) / (Fax Number) tdaniels@superiorwv.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.

Superior Office Service, Inc.

(Company) \_\_\_\_\_

*Tim Daniels*

(Authorized Signature) (Representative Name, Title) \_\_\_\_\_

Tim Daniels - VP Sales

(Printed Name and Title of Authorized Representative) \_\_\_\_\_

12.17.19

(Date) \_\_\_\_\_

304.525.720/304.525.7051

(Phone Number) (Fax Number) \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000000**

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

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

**Addendum Numbers Received:**

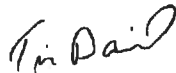
*(Check the box next to each addendum received)*

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

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

Superior Office Service, Inc

Company



Authorized Signature

12.17.19

Date

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000089**  
**Lexmark MS825DN Printer or Equivalent (632000055)**

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**SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids for a one-time purchase of twenty (20) Lexmark MS825dn or equivalent printers and extended warranty. These printers will be installed in the DMV Regional Offices located throughout the State.

**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 Item"** means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.

**2.2 "Pricing Page"** means the pages, contained in WVOasis or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.

**2.4 "PPM"** stands for pages per minute.

**2.5 "DPI"** stands dot per inch.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 (20) One Lexmark MS825dn Printer or Equivalent:**

**3.1.1.1 Printer must be a monochrome laser printer**

**3.1.1.2 Printer must be able to print up to 66 ppm**

**3.1.1.3 Must support 2-sided printing**

**3.1.1.4 Must be equipped with an IPDS network card**



**REQUEST FOR QUOTATION  
CRFQ DOT2000000089  
Lexmark MS825DN Printer or Equivalent (632000055)**

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**3.1.1.5 Must have minimum of (2) two addition 500-page drawers**

**3.1.1.6 Must be able to print paper sizes up to Legal (8.5" x 14")**

**3.1.1.7 Must have a minimum duty cycle of 80,000 per month.**

**3.1.2 Must include a minimum of 3 years, next business day with defective media retention warranty from the manufacturer**

**3.1.3 *Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.***

**3.1.3.1 If the vendor bids an equivalent product, vendor should provide technical documentation from the manufacturer. Documentation MUST be provided upon request. This documentation shall include all applicable part manufacturer's numbers required to meet the specifications. Failure to include technical documentation and manufacturer's part numbers for equivalent product will result in disqualification.**

**3.1.3.2 If the vendor provides an equivalent product, the unit will be subject to evaluation and testing to ensure compatibility with the existing Mainframe printing environment. If the equivalent printer will not work in the existing environment, the unit may be subject to return.**

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Exhibit A Pricing Page by providing a total cost for the hardware being requested. Vendor should

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000089**  
**Lermark MS825DN Printer or Equivalent (632000055)**

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complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (20) twenty workdays after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to Department of Transportation/Highways Information Services, 1900 Kanawha Blvd. E, Building 5, Room A-920, Charleston, WV 25305.

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

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

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

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced,

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000089**  
**Lexmark MS825DN Printer or Equivalent (632000055)**

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or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

**7.1 The following shall be considered a vendor default under this Contract.**

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.**
- 7.1.2 Failure to comply with other specifications and requirements contained herein.**
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**
- 7.1.4 Failure to remedy deficient performance upon request.**

**7.2 The following remedies shall be available to Agency upon default.**

- 7.2.1 Immediate cancellation of the Contract.**
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.**
- 7.2.3 Any other remedies available in law or equity.**

**Technical Questions & Responses for CRFQ DOT2000000076**

**Question 1:** "It reads on Line Item 2 -- (20) IPDS Network Printing Card. Is this supposed to be IPDS? And what is this option for?"

**Answer 1:** This is a typing error on Line Item 2. It should be IPDS as seen in 3.1.1.4. IPDS cards are necessary to print AFP (AFP is an architecture-based system of hardware and software for creating, formatting, viewing, retrieving, printing, and distributing information using a wide variety of printer and display devices.) from the State IBM Mainframe utilized by WVDOT and WV DMV.

**Question 2:** "If the IPDS Network Printing Card is for AS 400 Printing, are the 20 new units going to be on the same AS/400 Server?"

**Answer 2:** Per 3.1.1.4, the printers require the IPDS card.

**Question 3:** Are the disclosure of Interested Party and Purchasing Affidavit required with bid response or post award?

**Answer 3.** The Disclosures of Interested Parties to Contracts form is required prior to award for any contracts expected to exceed \$1,000,000.00. The purchasing affidavit is required prior to award and vendors are encouraged to submit with bid to help the award process move quicker. Vendors are also encouraged to submit the certificate of Commercial General Liability Insurance with their bid as detailed in Section 8 of the solicitation terms and conditions.

**Question 4.** Please confirm the reference model is the Lexmark MS825dn black and white single function printer.

**Answer 4.** The solicitation is for a Lexmark MS825dn or equivalent model

**Question 5.** Please provide instructions for registering with West Virginia Purchasing division and whether credit card payments are accepted for the \$125 fee.

**Answer 5.** Please refer to the Vendor Resource Center on the State of West Virginia Purchasing Division's website for information on registering in [WVOasis.gov](http://WVOasis.gov). The link is provided below. If technical assistance is needed, you may contact the WVOasis helpdesk at Phone: 304-558-6708 Toll Free: 855-666-8823 or by email at [helpdesk@wvOASIS.gov](mailto:helpdesk@wvOASIS.gov) Vendor Resource Center link: <http://www.state.wv.us/admin/purchase/vrc/default.html>

**Question 6.** Are the average monthly volumes available to share for the devices?

**Answer 6:** 5000-100000 pages. Must be a minimum of 5000 pages.

**Question 7.** Will device installation be required?

**Answer 7.** Device will be installed by the Office of Technology's technicians

**Technical Questions & Responses for CRFQ DOT2000000076**

**Question 8.** Would a Managed Print Program be considered as an alternative to the extended Lexmark warranties?

**Answer 8.** No.

**Question 9.** Please confirm the submission date and time. Is it the same as opening date/time?

**Answer 9.**

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code § 6D-1-2*, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code § 6D-1-2*, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Superior Office Address: 108 Eighth Avenue West  
Huntington, WV 25701

Name of Authorized Agent: Tim Daniels Address: Same

Contract Number: DOT2000000039 Contract Description: Lexmark 82SDN Printers OR EQUAL

Governmental agency awarding contract: DOT

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

Locations out of our service area, which is undetermined and undisclosed at this point will be serviced by Authorized Canon Dealers across the State.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 12.17.19

**Notary Verification**

State of WEST VIRGINIA, County of CABELL:

I, CELIA L. RANSON, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17TH day of DECEMBER, 2019

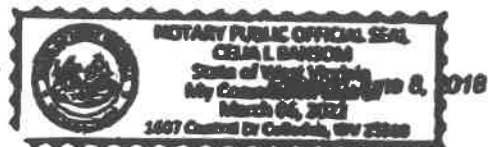
[Handwritten Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-10, the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: [Signature] Date: 12.17.19

State of WEST VIRGINIA

County of RABELL to-wit:

Taken, subscribed, and sworn to before me this 17 day of DECEMBER, 2019.

My Commission expires MARCH 6, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)