



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

## Header 1

[List View](#)**General Information** | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 782470

Procurement Type: Central Master Agreement

Vendor ID: VS0000007634

Legal Name: Prosource Inc

Alias/DBA:

Total Bid: \$23,490.05

Response Date: 10/20/2020

Response Time: 13:44

Responded By User ID: msalmons

First Name: Mark

SO Doc Code: CRFQ

SO Dept: 1300

SO Doc ID: STO2100000001

Published Date: 10/13/20

Close Date: 10/21/20

Close Time: 13:30

Status: Closed

Solicitation Description: Copier/Printer for Print Shop Operations

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 782470  
**Solicitation Description:** Copier/Printer for Print Shop Operations  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-10-21 13:30	SR 1300 ESR10202000000003083	1

**VENDOR**  
 VS0000007634  
 Prosource Inc

**Solicitation Number:** CRFQ 1300 STO2100000001  
**Total Bid:** 23490.04999999999927240423858 **Response Date:** 2020-10-20 **Response Time:** 13:44:41  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Photocopier rental or leasing service	36.00000	EA	652.500000	23490.00

Comm Code	Manufacturer	Specification	Model #
80161801			

**Commodity Line Comments:** This is the monthly amount for 36 months

**Extended Description:**

Monthly Rental of multifunction copier/printer unit for 3 years.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Monochrome Per Click/Print				0.01

Comm Code	Manufacturer	Specification	Model #
80161801			

**Commodity Line Comments:** The actual amount is 0.009/copy. the system will not allow more than 2 places past the decimal point. 0.01 is a place holder.

**Extended Description:**

Estimate of Monochrome Per Click/Print for Copier/Printer Rental  
Qty 40,000

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Color Per Click/Print				0.04

Comm Code	Manufacturer	Specification	Model #
80161801			

**Commodity Line Comments:** The actual amount 0.035/copy. the system will not allow more than 2 places past the decimal point. 0.03 is a place holder

**Extended Description:**

Estimate of Color Per Click/Print for Copier/Printer Rental  
Qty: 360,000



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

State of West Virginia  
 Centralized Request for Quote  
 Equip. Rental

<b>Proc Folder:</b> 782470			<b>Reason for Modification:</b> Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.
<b>Doc Description:</b> Copier/Printer for Print Shop Operations			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-10-13	2020-10-21 13:30	CRFQ 1300 STO2100000001	2

**BID RECEIVING LOCATION**


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

**VENDOR**

Vendor Customer Code: VS0000007634  
 Vendor Name: PROSOURCE INC  
 Address: 1041 8th Ave  
 Street: 8th Ave  
 City: Htg  
 State: WV Country: USA Zip: 25701  
 Principal Contact: MARK SALMONS  
 Vendor Contact Phone: 304-964-3013 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Vendor Signature X  FEIN# 31-1149871 DATE 10-20-20

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**ADDITIONAL INFORMATION**

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish a contract for the rental of a multifunction color printer/copier unit for its Print Shop Services unit per the bid requirements, specifications and terms and conditions as attached hereto.

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.

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE  CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE  CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Photocopier rental or leasing service	36.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**  
Monthly Rental of multifunction copier/printer unit for 3 years.



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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Monochrome Per Click/Print				

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**  
Estimate of Monochrome Per Click/Print for Copier/Printer Rental

Qty 40,000

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Color Per Click/Print				

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**  
Estimate of Color Per Click/Print for Copier/Printer Rental

Qty: 360,000

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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	Document Phase	Document Description	Page
STO2100000001	Final	Copier/Printer for Print Shop Operations	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions







Department of Administration  
 Purchasing Division  
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**State of West Virginia  
 Centralized Request for Quote  
 Equip. Rental**

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2020-10-13	2020-10-21 13:30	CRFQ 1300 STO2100000001	2

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 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

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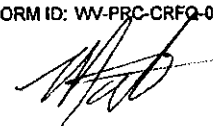
INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE  CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE  CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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**Extended Description:**  
 Estimate of Monochrome Per Click/Print for Copier/Printer Rental  
 Qty 40,000

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Color Per Click/Print				

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**  
 Estimate of Color Per Click/Print for Copier/Printer Rental  
 Qty: 360,000

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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**SOLICITATION NUMBER: CRFQ STO2100000001**  
**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as CRFQ STO2100000001 ("Solicitation") to reflect the change(s) identified and described below.

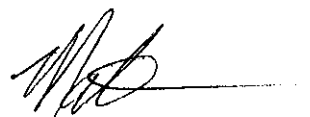
**Applicable Addendum Category:**

- Modify bid opening date and time (**\*See Below\***)
- 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 (Attach Purchasing Affidavit)

**\*REVISED BID OPENING DATE/TIME\*-- October 21, 2020 at 1:30pm EST**

**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.



**Vendor Questions**  
**Solicitation # CRFQ STO210000001**  
**ADDENDUM #01**

**Q1. To our understanding you are looking for one printer for 3 years lease or rental including maintenance, consumables and support?**

**A1. Yes, one printer for a 3-year rental period; we do not have the desire to own it at the end of the contract rental term, including any renewals or extension. All consumables except items such as staples, paper, binding items are to be provided in the rental cost.**

**Q2. Does the agency owning the software on premise and your intent is to move to cloud or we need to provide new licenses for QRT CARE COORDINATION SOFTWARE and provide cloud services?**

**A2. The only current software related to printing is a Fiery Rip Server. We are not interested in moving to a cloud-based solution. The only requirements are a Rip server or comparable service locally installed with the printer.**

**Q3. If it is new then how many user licenses needed?**

**A3. Three**

**Q4. If it is existing software that requires cloud services then DHS is ok to move to closest data center near Charleston ex Ash Burn, VA or some other DC locations?**

**A4. There should be no cloud services needed.**

**Q5. What is the current infrastructure supporting this software?**

**A5. Fiery Rip Server**

**Q6. The specifications do not list if CPO (Certified Pre-Owned) is of interest, or only New Equipment?**

**A.6. Only New Equipment**

**Q7. Does this RFQ need an External Fiery?**

**A7. An external Fiery rip server is not specifically required as long as the specified functionality will be provided by your solution. We purposely left it open ended to be determined by your solution meeting all the requirements,**

**Q8. Is Variable Data printing needed?**

**A8. No**



Q9. Is Micr Toner needed?

A9. No

Q10. My team asks if the you need and/or require fax capability for the above RFQ?

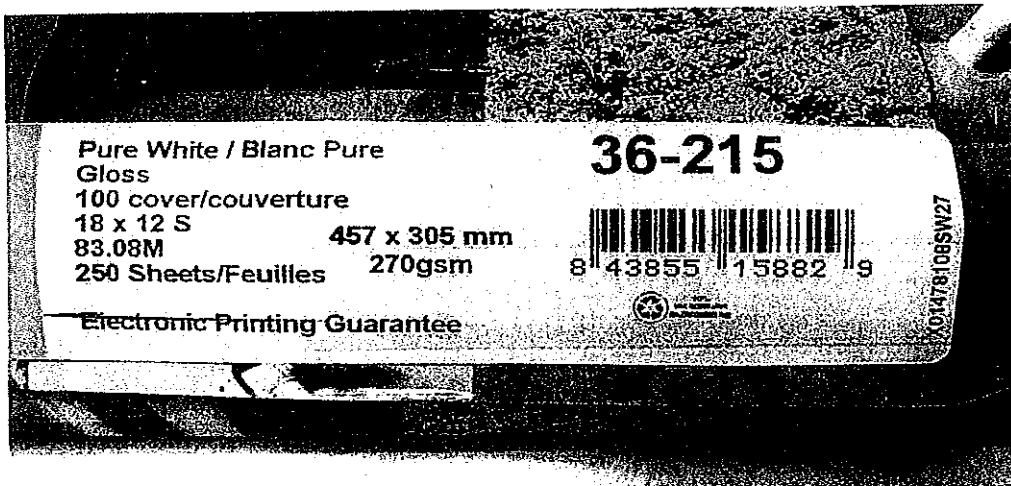
A10. No

Q11. In regards to section 4.1.1.5 which reads: "Unit must support a variety of paper weights up to 270 gsm cover stock (aka 32lb, which is the type of product currently used by the agency) as well as some specialty items for printing.

*Our conversion chart shows 25-36 lb. paper to be the equivalent of 92-135 gsm and 245-300 gsm to be the equivalent of 66-80 lb. paper (please see attached photo of conversion chart). To ensure that we understand the substrate requirement correctly, would you please submit a photograph or other image, that displays the weight of the product currently used by the agency expressed in lb. and gsm similar to the photograph for a ream of Sterling Premium Digital 100lb Gloss Cover (271 gsm) being submitted with this question?*

Weight (lb)	Weight (gsm)	Weight (lb)	Weight (gsm)	Weight (lb)	Weight (gsm)
20	75	25	92	30	110
22	82	27	100	32	118
24	89	29	108	34	126
26	96	31	116	36	134
28	104	33	124	38	142
30	111	35	132	40	150
32	119	37	140	42	158
34	126	39	148	44	166
36	134	41	156	46	174
38	142	43	164	48	182
40	150	45	172	50	190
42	158	47	180	52	198
44	166	49	188	54	206
46	174	51	196	56	214
48	182	53	204	58	222
50	190	55	212	60	230
52	198	57	220	62	238
54	206	59	228	64	246
56	214	61	236	66	254
58	222	63	244	68	262
60	230	65	252	70	270

A11. Here is the information on the current paper stock we use with the item numbers/description:



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO STO210000001**

**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.

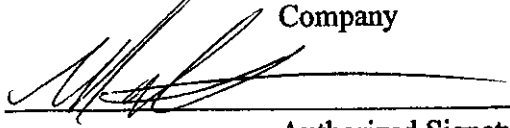
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**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 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.

Prosource Inc  
Company  
  
Authorized Signature  
10-20-20  
Date

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



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

**State of West Virginia**  
**Centralized Request for Quote**  
**Equip. Rental**

<b>Proc Folder:</b> 782470	<b>Reason for Modification:</b>
<b>Doc Description:</b> Copier/Printer for Print Shop Operations	
<b>Proc Type:</b> Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-30	2020-10-14 13:30	CRFQ 1300 STO2100000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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**ADDITIONAL INFORMATION**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish a contract for the rental of a multifunction color printer/copier unit for its Print Shop Services unit per the bid requirements, specifications and terms and conditions as attached hereto.

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CHARLESTON	WV 25304	CHARLESTON	WV 25304
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Photocopier rental or leasing service	36.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**

Monthly Rental of multifunction copier/printer unit for 3 years.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Monochrome Per Click/Print				

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**

Estimate of Monochrome Per Click/Print for Copier/Printer Rental

Qty 40,000



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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Color Per Click/Print				

Comm Code	Manufacturer	Specification	Model #
80161801			

**Extended Description:**  
Estimate of Color Per Click/Print for Copier/Printer Rental

Qty: 360,000

**SCHEDULE OF EVENTS**

Line                      Event                                      Event Date

	Document Phase	Document Description	Page
STO2100000001	Final	Copier/Printer for Print Shop Operations	4

**ADDITIONAL TERMS AND CONDITIONS**

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State of West Virginia  
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 Equip. Rental

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**Principal Contact :**

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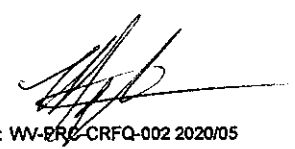
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 Qty: 360,000

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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## 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 01/09/2020



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: 10/05/2020 @ 3:00 P.M.

Submit Questions to: Melissa Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Melissa.K.Pettrey@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: MF Copier-Printer Rental  
BUYER: Melissa Pettrey, Senior Buyer  
SOLICITATION NO.: CRFQ STO2100000001  
BID OPENING DATE: 10/14/2020  
BID OPENING TIME: 1:30 P.M.  
FAX NUMBER: 3014-558-3970

Revised 01/09/2020





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

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

**BID TYPE:** (This only applies to CRFP)

Technical

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: 10/14/2020 @ 1:30 P.M.

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

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. 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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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.

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## 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.

A handwritten signature in black ink, consisting of stylized initials and a surname, positioned in the lower right quadrant of the page.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of THREE (3) 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 TWO (2) 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 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 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: \$1 Million per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1 Million 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.



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 \_\_\_\_\_

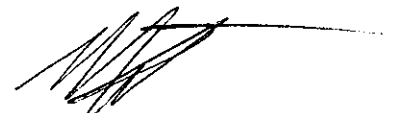
Liquidated Damages Contained in the Specifications

**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.

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**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.

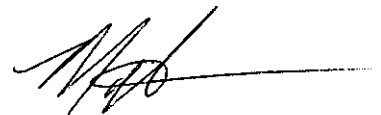
**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance 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>.

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**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.

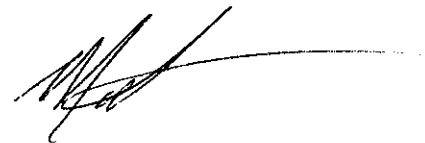
**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

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.

A handwritten signature in black ink, appearing to be 'M. J. ...', with a long horizontal line extending to the right.

**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@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

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

Revised 01/09/2020



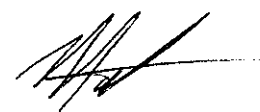
Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a





“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**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.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

**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.

MARK SALMONS  
(Printed Name)  
STATE of WV Rep  
(Printed Title)  
1041 8<sup>th</sup> Ave Htgw WV 25701  
(Address)  
304-522-7022 (cell 304-964-3013 / FAX 304-525-3069  
(Phone Number) / (Fax Number)  
msalmons@totalprosource.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.

Prosource Inc  
(Company)

*Mark Salmons* State of WV Rep  
(Authorized Signature) (Representative Name, Title)

MARK SALMONS - State of WV Rep  
(Printed Name and Title of Authorized Representative)

10-20-20  
(Date)

304-522-7022 (cell 304-964-3013)  
(Phone Number) (Fax Number) Fax - 304-525-3069

**Mark Salmons**  
Named Account Manager



304.342.4637  
Toll Free: 800.642.1930  
Cell: 304.964.3013

msalmons@totalprosource.com

809 Quarrier St.  
Charleston, WV 25301

totalprosource.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: STO210000001**

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.

Prosource Inc  
Company

[Signature]  
Authorized Signature

10-20-20  
Date

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

REQUEST FOR QUOTATION  
Rental of Multifunction Color Printer/Copier

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish a contract for the rental of a multifunction color printer/copier unit for its Print Shop Services unit. The Agency prints a variety of items, including but not limited to booklets, posters, invitations, internal training materials, specialty items for operational and marketing efforts.
  - 1.1 Rental shall be for a base term of Three (3) years and be inclusive of all fees, including equipment maintenance, applicable software and updates, heavy duty surge protector, toner, toner waste bottles (as applicable).
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services" means the list of items and services identified in Section 4 below and on the Pricing Page(s) as more fully described in these specifications.
  - 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services. For submission/entry in wvOASIS, the Commodity Code section is where pricing and other information shall be entered for each category/item listed.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Vendor must be an authorized reseller of the equipment proposed.
  - 3.2. Vendor must have experienced technicians to provide support in a timely and professional manner.
  
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 **Multifunction Color Printer/Copier Unit – Quantity 1**



**REQUEST FOR QUOTATION**  
**Rental of Multifunction Color Printer/Copier**

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- 4.1.1.1 Unit must offer high resolution color, a minimum of 1200x1200 dpi
- 4.1.1.2 Print speed must offer 65/60 ppm, B-W/Color for 8.5"x11 size paper
- 4.1.1.3 Unit must offer duplex printing and copying
- 4.1.1.4 Unit must support a variety of paper sizes, including 4"x6" to 12"x18", and allow custom sizes within that range. Other sizes are acceptable, such as a 5-1/2" x 5-1/2".
- 4.1.1.5 Unit must support a variety of paper weights up to 270gsm cover stock (aka 32lb, which is the type of product currently used by agency) as well as some specialty items for printing.
  - 4.1.1.5.1 One example of a specialty item/paper weight would include the ability to print on magnetic sheets with a thickness of up to 12 mil. This type of specialty job would not need to feed through the Finisher.
- 4.1.1.6 **Finisher capabilities must include the following:**
  - 4.1.1.6.1 3-Hole Punch
  - 4.1.1.6.2 Staple: Corner, Side and Saddle
  - 4.1.1.6.3 Fold: Half, Z-fold and Trifold (panels inward over the middle)
  - 4.1.1.6.4 Collate offset
- 4.1.1.7 **Staple/Stitching:** Unit must offer various stapling positions as well as for saddle stitching.
  - 4.1.1.7.1 The number of sheets requiring stapling in the corner and side is 60 sheets for 24lb paper.
  - 4.1.1.7.2 The size of sheets that require stapling in the corner and side are 8.5x11 / 11x17 / 12x18
  - 4.1.1.7.3 The current maximum number of sheets that require saddle stitching is 20 sheets.



**REQUEST FOR QUOTATION**  
**Rental of Multifunction Color Printer/Copier**

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**4.1.1.7.4** The size of sheets that will be saddle stitched is same as above.

**4.1.1.7.5** The typical weight of saddle stitched sheets is 24lb with one sheet of 270gsm cover stock.

**4.1.1.7.6** Covers will also be inserted in saddle stitch booklets. The weight is 270gsm and sizes up to a 12x18.

**4.1.1.8 Envelope Printing:** Unit must be able to print a variety of business and invitation envelopes.

**4.1.1.8.1** Largest size envelope: 9 x 13

**4.1.1.8.2** Smallest size envelope: A10

**4.1.1.8.3** Quantity: workload varies but the machine will need to be capable of printing approximately 3,000 envelopes per month.

**4.1.1.9** Unit must support an average Annual duty cycle of 200,000. The color avg count is 180,000 and black/white avg count is 20,000.

**4.1.1.9.1** A unit that can support the average monthly volume of impressions of 25,000 is acceptable. Note: some months may be less while some may be more.

**4.1.1.10 Controller Features must include the following:**

**4.1.1.10.1** Networkable

**4.1.1.10.2** Must be able to archive jobs with optional settings to be repeatedly printed at a later date, as well as allow modifications before reprinting.

**4.1.1.10.3** Offer ability to assign codes for each job for support of internal billing code purposes. Agency currently has 10 divisions and department codes.

**4.1.1.10.4** The Agency does not use platforms such as OneDrive for Business, SharePoint, Dropbox, Google Drive, etc. with its print shop operations.



**REQUEST FOR QUOTATION**  
**Rental of Multifunction Color Printer/Copier**

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**4.1.1.11 Installation & User Training:** Vendor shall include installation and equipment training of up to three (3) designated operators. Vendor shall verify location condition and notify Agency of any special needs to accommodate installation prior to ordering or delivering equipment.

**4.1.2 Maintenance/Support of Unit**

**4.1.2.1** Vendor must provide maintenance and support of the equipment, including replacement parts due to normal wear and tear, at no additional charge.

**4.1.2.2** Vendor must provide a Four (4) Hour call back and Next Business Date on-site service. If the machine cannot be used for more than 2 business days due to a repair, a reduction of non-use shall be reflected on that months' invoice.

**4.1.2.3** Vendor must provide any applicable software and related updates during the term of the rental at no additional expense.

**5. CONTRACT AWARD:**

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

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as part of this solicitation. **This information will be required before Purchase Order is issued.**

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as part of this solicitation.

**This information will be required before Purchase Order is issued.**



**REQUEST FOR QUOTATION**  
**Rental of Multifunction Color Printer/Copier**

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**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing the Equipment Model proposed along with the rental unit monthly price and a per-click price based on the estimated usage, however, the estimate does not guarantee or imply the same volumes in the future.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay a monthly rental fee for the equipment and the per month usage/per click as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Rental and Usage charges shall be billed on one invoice per month. All payments shall be in arrears. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.





**REQUEST FOR QUOTATION  
Rental of Multifunction Color Printer/Copier**

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**10. VENDOR DEFAULT:**

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

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

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

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

**Contract Manager:** MARK SALMONS

**Telephone Number:** 304-522-7022 (cell 304-964-3013)

**Fax Number:** 304-525-3069

**Email Address:** msalmons@totalprosource.com

304.342.4637  
Toll Free: 800.642.1930  
Cell: 304.964.3013

msalmons@totalprosource.com

809 Quarrier St.  
Charleston, WV 25301

totalprosource.com

**Mark Salmons**  
Named Account Manager



REQUEST FOR QUOTATION  
Rental of Multifunction Color Printer/Copier

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**EXHIBIT A – PRICING PAGE**

Pricing is to include the monthly rental for the base unit of the machine as well as a Per Click Charge for both Monochrome (B/W) and Color prints. The monthly rental shall include all items and services as described in Sections 1 and 4 of the Specifications. The Per Click fee shall include consumables.

Make/Model # XEROX PrimeLink C9065

Monthly Rental \$ 652.50 x 36 months = \$ 23,490.00 (a)

**Monochrome Per Click/Print**

Per Click \$ 0,009 x 60,000 = 540.00 (b)  
(qty estimate 3 years)

**Color Per Click/Print**

Per Click \$ 0,035 x 540,000 = 18,900.00 (c)  
(qty estimate 3 years)

**Total of Base 3-Year Rental and Estimated Usage: \$ 42,930.00**  
(add a+b+c for total price to be used for evaluation purposes)

**Optional Renewal – Year 1**

Monthly Rental \$ 300.00 x 12 months = \$ 3600.00

Monochrome Per Click/Print \$ 0,0099 x 15,000 = \$ 148.50

Color Per Click/Print \$ 0,04 x 150,000 = \$ 6000.00



REQUEST FOR QUOTATION  
Rental of Multifunction Color Printer/Copier

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**EXHIBIT A - PRICING PAGE (Continued)**

**Optional Renewal - Year 2**

Monthly Rental \$ 300.00 x 12 months = \$ 3600.00

Monochrome Per Click/Print \$ 0.0099 x 15,000 = \$ 148.50

Color Per Click/Print \$ 0.04 x 150,000 = \$ 6000.00

Signature: 

Printed Name: MARK SALMONS

Telephone: 304-522-7022 (cell 304-964-3013)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/28/2020

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Emory P. Zimmer Insurance Agency, Inc. 2148 Gilbert Avenue  Cincinnati OH 45206		<b>CONTACT NAME:</b> Deborah McCarty <b>PHONE (A/C No. Ext):</b> (513) 381-1919 <b>FAX (A/C No.):</b> (513) 381-1928 <b>E-MAIL ADDRESS:</b> dmccarty@zimmerinsurance.com																						
<b>INSURED</b> Cincinnati Copiers Inc. etal 4720 Glendale Milford Road  Cincinnati OH 45242		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B:</td> <td>Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company	10677	INSURER B:	Cincinnati Indemnity Company	23280	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** CERTIFICATE NUMBER: CL204706344 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	EPP0324569	5/1/2018	5/1/2021	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> A/I by Contract GA472			GA216 OH Liability Cov.			PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Broadened Liab GA210			Enhancement for Employers			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			EPP0324569			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			Comp - \$250 Ded.	5/1/2018	5/1/2021	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			Coll - \$500 Ded.			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS			Hired Car Physical Damage			PROPERTY DAMAGE (Per accident) \$
				Limit - \$80,000			\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EPP0324569	5/1/2018	5/1/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	EWC0376026-04	5/1/2020	5/1/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	KY, IN, WV			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is Additional Insured when required by written contract or written agreement.

<b>CERTIFICATE HOLDER</b>  Franklin County Schools 190 Kings Daughters Drive #300 Frankfort, KY 40601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  B D. Bahlman/DMCCAR <i>[Signature]</i>

## Additional Named Insureds

### Other Named Insureds

DBA ProSource Inc.

DBA ProSource Leasing

DBA ProSource Technologies, Inc.

Infitech LLC

DBA ACT

DBA Hi-Tech Computer Solutions

DBA Aaron's Business Solutions

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), 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 § 23-20-2, 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: Prosourc Inc

Authorized Signature: [Signature] Date: 10-20-20

State of West Virginia

County of cabell to-wit:

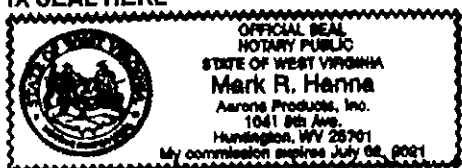
Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of October, 2020

My Commission expires July 02, 2021

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

Purchasing Affidavit (Revised 01/19/2018)



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

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

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

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

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

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

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

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

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

**8. Application is made for reciprocal preference.**

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Prosourc Inc

Signed: 

Date: 10-20-20

Title: STATE of WV Rep

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



# Xerox® PrimeLink C9065/C9070 Color Printer



**Total width:** 83 in (2,099 mm) **Total height:** 55 in (1,392 mm) **Total depth:** 32 in (804 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

## PrimeLink C9065 Color Printer

The Xerox® PrimeLink C9065 Color Printer (prints, copies, scans and faxes) delivers stunning color image quality at a highly productive 65ppm color and 70ppm black & white.

- Benchmark color fidelity and quality using EA ultra low-melt toner; +/- 1.2mm registration and 2400 x 2400 dpi.
- Simple, efficient and secure workflows and easy-to-use large 10.4" touch screen.
- Bypass tray runs up to 250 sheets (4" x 6"/100mm x 152mm through 13" x 19.2"/330mm x 488mm); 60 to 350 gsm weight. Additionally, Extra Long Sheet (XLS) up to 13" x 26"/330mm x 660mm; 60 to 220gsm weight.
- 4 Internal Trays Standard including a 12" x 18"/SRA3 tray.
- 250 sheet Single Pass Duplex Automatic Document Feeder scans up to 270 ipm and accepts originals up to 11" x 17"/A3. 60 gsm to 200 gsm
- Two-sided printing: up to 256 gsm/96 lb cover, 350 gsm/130 lb cover manual duplex for all stocks from bypass trays and optional Oversized High Capacity Feeder and up to 96 lb / 256 gsm auto duplex.
- SIQA – Simple Image Quality Adjustment
  - Precise adjustment over registration and density uniformity
  - Combines power and ease of use with consistent quality
  - Gives accurate color edge to edge, page to page

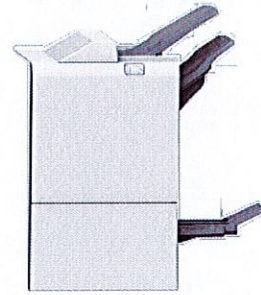




## Production Ready Finisher Booklet Maker

The Production Ready Booklet Maker Finisher adds basic booklet making capability to the features of the Production Ready Finisher

- Creates stapled booklets up to 30 uncoated sheets (120 imposed pages at 90 gsm)/ 15 sheets coated sheets (60 imposed pages at coated 106gsm)
- Creates booklets from standard sizes: 12" x 18" (SRA3), 11" x 17" (A3), 8.5" x 14" and 8.5" x 11" (A4)
- Custom sizes range from 7.17" x 10.1" (182 mm x 257 mm) up to 13.0 x 19.21" (330.2 mm x 488 mm)
- Handles paper weights 60-350 gsm uncoated or 106-350 gsm coated for booklet making
- Features an output booklet stacking capacity of 2,000 sheets or 3,000 regular sheets
- Top Tray holds 500 sheets



## Basic Punch

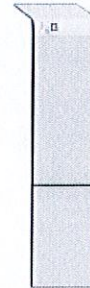
This punch option can be configured inside all of the Production Ready Finishers:

- Options include 2/3 hole, 2/4 hole, and Swedish style 4 hole punch
- Using standard or custom sizes 8.0" x 7.2" (203 mm x 182 mm) to 11.69" x 17.0" (297 mm x 431.8 mm) for 2 hole, 10.0" x 7.2" (254 mm x 182 mm) to 11.69" x 17.0" (297 mm x 431.9 mm) for 3 hole, and 10.5" x 7.2" (267 mm x 182 mm) to 11.69" x 17.0" (297 mm x 431.8 mm) for 4 hole on uncoated and coated stocks up to 220 gsm

## C/Z Folder

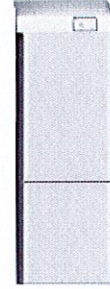
Choose from C-, Z-, bi-, and Engineering Z-fold options. You'll save time and enhance productivity with our folding options when you are producing statements, bills and invoices for mailing. Finished, tri-folded documents are envelope- or envelope-and postage ready right out of the finisher.

- C-fold and Z-fold of 8.5" x 11" (A4)
- Print on inside or outside of folded paper
- Folds 11" x 17" (A3) Z-fold for insertion into 8.5" x 11" (A4) document sets



## Interface Decurler Module

The Interface Decurler Module acts as a "communications hub" whenever you elect to have any type of finishing, excluding Offset Catch Tray, connected to the press. It enables finisher module communications. A decurler is also resident in this module to ensure flat sheet output.



## Xerox® Integrated Color Print Server

Modernize the way you work. With the combination of the Xerox® PrimeLink® C9065/C9070 Color Printer and the Xerox® Integrated Color Server, powerful performance is at your fingertips. Engineered for high-end office applications, it combines world-class color and workflows for transformative results.

- Tailor your device to work the way you do with the ever-evolving selection of innovative apps available on the Xerox App Gallery.
- Maximize your productivity by performing scan, print, copy, fax and file routing operations simultaneously.
- Securely print from any email-enabled device with @PrintByXerox. No software or app to download. No IT intervention. Just send an email and print at the device.
- Automate document routing to predefined locations such as email addresses with job flow sheets.
- Use Xerox® Standard Accounting and internal auditing to track device usage, set limits and control costs.
- Robust security that safeguards the full range of entry points.
- Remotely manage the device Xerox® CentreWare® IS Embedded Web

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

#### How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.



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