

DOT Print Shop - Exhibit A Pricing Page

Contract Item#	Item Description / Accessories	Brand Name	Model Number	Quantity	Unit Price	TOTAL
3.1.1	Konica Minolta AccurioPress C4070 or Equal (Color & Monochrome)					
	Base Copier Configuration - Print, Copy and Scan	KONICA MINOLTA	ACCURIOPRESS C4070	2	\$18,947.00	\$37,894.00
	a. Auto document feeder	KONICA MINOLTA	DF-713	2	\$467.00	\$934.00
	b. Auto duplex	KONICA MINOLTA	INCLUDED	2	\$0.00	\$0.00
	c. Vacuum Paper Feed	KONICA MINOLTA	PF-707M	2	\$2,784.00	\$5,568.00
	d. Stapling	KONICA MINOLTA	FS-532M	2	\$1,546.00	\$3,092.00
	e. Booklet finishing	KONICA MINOLTA	SD-510	2	\$538.00	\$1,076.00
	f. Folding (multi half and tri fold)	KONICA MINOLTA	FD-503	2	\$3,832.00	\$7,664.00
	g. 3 hole punch	KONICA MINOLTA	DIE 3 HOLE 8MM/ DJE COMBIN	2	\$665.00	\$1,330.00
	h. GBC punch	KONICA MINOLTA	GBC PUNCH G3	2	\$7,315.00	\$14,630.00
	i. Electronic sorting or finishing/sorter	KONICA MINOLTA	INCLUDED	2	\$0.00	\$0.00
	j. Envelope Feeder	KONICA MINOLTA	MK-746	2	\$164.00	\$328.00
	Set up, Delivery and Installation	KONICA MINOLTA	MFP DELIVERY CHARGE LEVEL	2	\$0.00	\$0.00
	Training	KONICA MINOLTA	BASIC PROFESSIONAL SERVICE	2	\$2,200.00	\$4,400.00
	Total Purchase price - Contract Item #1					\$76,916.00
	Per Click Charge - Color (includes maintenance and consumables)*		-	-	\$0.036	
	Per Click Charge - Monochrome (includes maintenance and consumables)*		-	-	\$0.007	
3.1.2	Konica Minolta AccurioPress 6120 or Equal (Monochrome)					
	Base Copier Configuration - Print, Copy and Scan	KONICA MINOLTA	ACCURIOPRESS 6120	1	\$13,878.00	\$13,878.00
	a. Auto document feeder	KONICA MINOLTA	INCLUDED	1	\$0.00	\$0.00
	b. Auto duplex	KONICA MINOLTA	INCLUDED	1	\$0.00	\$0.00
	c. Vacuum Paper Feed	KONICA MINOLTA	PF-710	1	\$2,644.00	\$2,644.00
	d. Stapling	KONICA MINOLTA	FS-532M	1	\$1,546.00	\$1,546.00
	e. Booklet finishing	KONICA MINOLTA	SD-510	1	\$538.00	\$538.00
	f. Folding (multi half and tri fold)	KONICA MINOLTA	FD-503	1	\$3,832.00	\$3,832.00
	g. 3 hole punch	KONICA MINOLTA	DIE 3 HOLE 8MM/ DJE COMBIN	1	\$665.00	\$665.00
	h. GBC punch	KONICA MINOLTA	GBC PUNCH G3	1	\$7,315.00	\$7,315.00
	i. Electronic sorting or finishing/sorter	KONICA MINOLTA	INCLUDED	1	\$0.00	\$0.00
	j. Envelope Feeder	KONICA MINOLTA	INCLUDED	1	\$0.00	\$0.00
	Set up, Delivery and Installation	KONICA MINOLTA	MFP DELIVERY CHARGE LEVEL	1	\$0.00	\$0.00
	Training	KONICA MINOLTA	BASIC PROFESSIONAL SERVICE	1	\$1,200.00	\$1,200.00
	Total purchase price - Contract Item #2					\$31,616.00
	Per Click Charge - Monochrome (includes maintenance and consumables)*		-	-	\$0.007	

TOTAL PURCHASE PRICE FOR CONTRACT ITEMS 1 & 2

\$108,534.00

* Per Click Charges which include maintenance and consumables have optional renewals for three (3) successive one (1) year periods.


Vendor Signature

07/05/22 12:17:05
West Virginia Purchasing Division

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the one-time purchase of copiers, inclusive of maintenance and consumables, for the Print Shop. This contract includes optional renewal years for maintenance and consumables/click charges only.

- 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 “Accessory”** means any compatible item that is added to the copier to enhance its capabilities and functions. Must integrate with the copier unit and not be a stand-alone unit.
 - 2.2 “Contract Item”** means the list of items identified and fully described in Section 3.1 below and on the Pricing pages.
 - 2.3 “Copier”** means a Multi-Function Printer (MFP) or Multi-function Device (MFD) configured to incorporate the functionality of multiple devices into one, such as print, scan and copy.
 - 2.4 “gsm”** means grams per square meter
 - 2.5 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.6 “ppm”** means pages per minute
 - 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.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1: Quantity of two (2) - Konica Minolta AccurioPress C4070 or Equal.** Vendor must provide a product with the following minimum specifications:
 - 3.1.1.1** Capable of print, copy and scan functions in color and monochrome
 - 3.1.1.2** Minimum device speed for Letter/A4: 70 ppm color, 80 ppm black/white
 - 3.1.1.3** Auto document feeder with capacity at least 300 originals
 - 3.1.1.4** Auto duplexing
 - 3.1.1.5** Minimum of two (2) paper sources
 - 3.1.1.6** Vacuum Paper Feed unit

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

- 3.1.1.7** Ability to print on media weight up to 360 gsm
- 3.1.1.8** Finishing capabilities: stapling, booklet making, folding (multi half and tri folds) and hole punching (GBC and 3 hole)
- 3.1.1.9** Electronic sorting or finisher/sorter
- 3.1.1.10** Envelope Feeder – high capacity
- 3.1.1.11** Network printing and scanning
- 3.1.1.12** Manufacturer monthly volume 750,000

3.1.2 Contract Item #2: Quantity of one (1) - Konica Minolta AccurioPress 6120 or Equal. Vendor must provide a product with the following minimum specifications:

- 3.1.2.1** Capable of print, copy and scan functions in monochrome
- 3.1.2.2** Minimum device speed for Letter/A4: 120 ppm black/white
- 3.1.2.3** Auto document feeder with capacity at least 300 originals
- 3.1.2.4** Auto duplexing
- 3.1.2.5** Minimum of two (2) paper sources
- 3.1.2.6** Vacuum Paper Feed unit
- 3.1.2.7** Ability to print on media weight up to 300 gsm
- 3.1.2.8** Finishing capabilities: stapling, booklet making, folding (multi half and tri folds) and hole punching (GBC and 3 hole)
- 3.1.2.9** Electronic sorting or finisher/sorter
- 3.1.2.10** Envelope Feeder – high capacity
- 3.1.2.11** Network printing and scanning
- 3.1.2.12** Manufacturer monthly volume 2,000,000

3.1.3 ADDITIONAL CONTRACT ITEM REQUIREMENTS:

- 3.1.3.1 Copier Requirements: All copier provided under this contract must be:**
 - 3.1.3.1.1** Digital equipment. Analog models will not be accepted.
 - 3.1.3.1.2** Toner based; no inkjet toner is permitted.
 - 3.1.3.1.3** Capable of reproducing general office correspondence, reports and bound documents
 - 3.1.3.1.4** Capable of reproducing quality copies from any of the following types of original documents while operating in an automated exposure mode: laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite #2 pencils, red pen and pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper)

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

stocks), photographs (color or black/white), solid lines and grids, solids and graduated gray-scale tones.

- 3.1.3.1.5 Capable of automatically selecting the proper paper size in respect to the original being copied.
- 3.1.3.1.6 Able to be set for reduction and enlargement in 1% increments.
- 3.1.3.1.7 Currently in production and available for sale at that time of submitted quote.
- 3.1.3.1.8 Energy star compliant and be installed with energy saving features enabled.
- 3.1.3.1.9 Capable of copying and printing on plain bond paper in sizes 8 ½" x 11", 8 1/2" x 14" and 11" x 17".
- 3.1.3.1.10 Compatible with using recycled paper, up to and including 100% Post-Consumer Waste (PCW) paper. Vendor may not fault the use of recycle paper for copier failures, as long as the recycled paper used meets the standard paper specifications (e.g. multi-purpose, copy or laser paper).
- 3.1.3.1.11 Successful vendor must work with the WVOT (West Virginia Office of Technology) to install print drivers and network settings. Due to the various solutions available from different providers, the winning vendor will be required to work with the Office of Technology to implement the copier, associated software, and upgrades throughout the contract term. The Office of Technology will work with the vendor to provide access or to provide necessary assistance.

3.1.3.2 Service and Maintenance:

- 3.1.3.2.1 **Full-Service Requirement:** Vendor must have the ability to provide on-site service and maintenance for all Contract Items. Vendor must provide a copy of the maintenance agreement for approval prior to award of this Contract. Vendor must provide an 800-telephone number for service support prior to Contract award.
- 3.1.3.2.2 **Maintenance:** A preventative maintenance schedule shall be provided as needed on all Contract Items as specified by the manufacturer. This included, but is not limited to, routine, cleaning, lubrication, replacement of unserviceable parts and all necessary adjustments to ensure successful performance of the equipment.
- 3.1.3.2.3 **Per Click Charge:** Vendor shall provide a per click charge for all Contract Item Copiers to include all parts, supplies and

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

consumables (excluding paper). Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses and supplies (excluding paper) that are necessary to maintain satisfactory performance of the equipment. All Per Click Charges are to be invoiced quarterly.

3.1.3.2.3.1 11 "x 17" impressions may be counted as two (2) clicks.

3.1.3.2.3.2 A two-sided document may be counted as two (2) clicks. There shall be no charge for service impressions.

3.1.3.2.3.3 There may not be more than once cost per impression for color impressions, regardless of the number of colors (i.e. higher charge for 4 colors vs. 3 colors).

3.1.3.2.4 **Connectivity Service Support:** Vendor must provide service support to coordinate installation of Contract Items with Agency personnel.

3.1.3.2.5 **Certification Requirement:** Service representatives must be full time employees of the Vendor or of a subcontracted party designated by the Vendor in writing. All service representatives must be factory trained technicians. The State and/or Agency reserves the right to request proof of certification at any time.

3.1.3.2.6 **Replacement Units:** Vendor shall provide a temporary replacement copier, at no charge, if the Agency's copier is estimated to be down for sixteen (16) consecutive working hours or longer for repair. Temporary replacement copier shall be of comparable size and functionality as the copier being replaced. The Agency will not pay any charges associated with the temporary replacement unit; but shall pay the charges that it would have incurred if its copier had not been temporarily replaced.

3.1.3.2.7 **Response Requirement:** Vendor must respond to all requests for services within sixty (60) minutes by phone call of the Agency's request and be on site to complete the repair within four (4) working hours of the request throughout the term of this Contract. Repetitive complaints concerning the failure to meet this requirement may be cause for cancellation of the Contract. Service must be provided during normal working

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

hours (8:00 AM to 4:30 PM EST), Monday through Friday, except for State holidays.

3.1.3.2.8 Failure Rate: Any copier averaging more than two (2) malfunctions per month for a three (3) month period shall be reviewed by the Agency with the Vendor present to determine a course of corrective action, which may include but not limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing Division shall determine the corrective action necessary in the event of an impasse which is not resolved to the Agency's satisfaction. This section will apply to the machine for the life of the Contract.

3.1.3.3 Training: Vendor shall provide the Agency with in-house training at the Agency's location or online training with five (5) working days of the equipment installation or as otherwise agreed to be the Agency.

3.1.3.4 Manuals: Vendor shall provide the Agency at least one (1) copy of the operator's instruction manual for each Contract Item. Each manual shall include the Vendor name, telephone number(s), contact person(s) and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories. The operator's instruction manual may be provided in an electronic format.

3.1.3.5 New Requirement: All Contract Items must be New. Not acceptable are contract items that have been refurbished, remanufactured, rented, leased, sold or used in a demonstration and are currently being marketed by the Manufacturer. Only equipment designated as factory new shall be accepted with a new machine warranty.

3.1.3.6 Parts Availability: Vendor must guarantee that all parts and service on all Contract Items shall be available for a period of seven (7) years from the date of purchase. All parts must be new and shall not be used.

3.1.3.7 Scan Charges: Scanning charges, in addition to or as a part of the per copy charge, shall not be allowed. There shall be no charge for scans which do not produce a physical document.

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

- 3.1.3.8 Power Protection:** Vendor must include a surge and ground noise protection units for each copier. Power protector must meet the manufacturer's recommended minimum standard.
- 3.1.3.9 Power Requirements:** If a copier requires a dedicated power line, it is the joint responsibility of the Vendor and Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.
- 3.1.3.10 Network Connection:** All network connected units must include all cable, cards, etc. for connection to the Agency's network at no additional cost to the Agency. Vendor's equipment must be capable of connecting to an ethernet/fast-ethernet network that has either Microsoft or Novell as the network operation system.
- 3.1.3.11 Firmware/Software:** Vendor shall ensure that it provides all necessary firmware/software with each Contract Item to allow the Agency to obtain full use of the Contract Items being installed. The cost of any firmware/software shall be included in the base price of the Contract Item. Vendor and Agency must obtain approval from the appropriate entity prior to connecting any firmware/software to a State network. Vendor must maintain current firmware/software updates for each copier as per manufacturer updates.
- 3.1.3.12 Information Security:** All stored information must be secured and rendered unreadable by the Vendor whenever the Contract item(s) is removed from service. Removal and rendering information unusable must be conducted in accordance with the policies and procedures of the Office of Technology or other entity that has authority over technology related matters for the Agency, specifically pursuant to NIST standards and provide a certificate of validation with all pertinent hard drive identification information such as the serial number. The Agency must dispose of the machine and hard drive per the policies of the WV Agency for Surplus Property and the Office of Technology.
- 3.1.3.13 Vendor Certification:** Vendor, if other than the manufacturer, should provide the following authorization/certification with their bid but is required prior to the award of the Contract:

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

3.1.3.13.1 Verification from the manufacturer that the Vendor or Vendor's subcontractor is an authorized distributor and/or service representative that is authorized to sell and service the manufacturer's products.

3.1.4 Alternate 'or Equal' Submission

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a total cost for the contract items and maintenance agreements. 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.

Pricing must include setup, delivery of equipment, software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training and removal costs.

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

4.2.1 Printer: Vendor should list the brand name and model number for each Contract Item.

4.2.2 Accessories: Scanning network printing, stapling and finishing are listed as common accessories on the Pricing Pages. Vendor should include for each accessory item the brand name, model number and unit price if applicable. If the Vendor's Contract Item already includes one or more of the listed accessories, the Vendor should write "included" in the space for the accessory brand name and list the unit price as "\$0".

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

- 4.2.3 Per Click Charge:** Vendor must provide a unit price for the per click charge price which includes maintenance and consumables for each Contract Item.
 - 4.2.3.1** Per click charges must also be listed separately for color print/copy vs. monochrome print/copy.
 - 4.2.3.2** Per click charges should be available as optional renewals for three successive one (1) year periods.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.
- 5.3 Invoicing/Meter Read:** Normal invoicing shall be quarterly in arrears. The awarded vendor shall accept meter readings via their web site, fax, telephone, or any means agreeable between the Vendor and Agency.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within forty-five (45) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1900 Kanawha Blvd E, Charleston Building 5, Basement Rm 011, WV 25305.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

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

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

REQUEST FOR QUOTATION
DOT Print Shop – Digital Color and Monochrome Copiers

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Minimum Qualification Experience:** Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer representative. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers submitted with their bid. Failure to provide this information to the Purchasing Division when requested may result in disqualification of the bid.
- 8.5 Subcontracts/Joint Ventures:** The Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.
- 8.6 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: Travis Covert

Telephone Number: 681-313-4028

Fax Number: 800-862-2490

Email Address: t.covert@kms.kunisa.mn.us

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 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 Department of Transportation to establish a contract for the one-time purchase of copiers, inclusive of maintenance and consumables, for the Print Shop. This contract includes optional renewal years for maintenance and consumables/click charges only. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Konica Minolta AccurioPress C4070 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:

Konica Minolta AccurioPress C4070 or Equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	B/W Click Charges - AccurioPress C4070 or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:

B/W Click Charges - AccurioPress C4070 or Equal, Billed Quarterly

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Color Click Charges - AccurioPress C4070 or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:
Color Click Charges - AccurioPress C4070 or Equal, Billed Quarterly

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Konica Minolta AccurioPress 6120 or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:
Konica Minolta AccurioPress 6120 or Equal

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	B/W Click Charges - AccurioPress 6120 or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:
B/W Click Charges - AccurioPress 6120 or Equal, Billed Quarterly

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-06-27

SOLICITATION NUMBER: CRFQ DOT2200000180

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000180 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 07/05/2022 at 1:30pm

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.

CRFQ-0803-DOT2200000180

Print Shop RFQ - Technical Questions

Question 1

There is no mention of a color controller, such as EFI, in the specifications for the color unit or B&W unit. Should vendors assume that no color controller is required for this unit?

Response 1

CRFQ DOT22000000180 Specifications have been revised to add 3.1.1.13 Include an image controller, IC-609 Konica Minolta Controller or equal..

Question 2

3.1.1.3 Auto document feeder with capacity at least 300 originals. Would a capacity of 220 be acceptable?

Response 2

Specifications 3.1.1.3 and 3.1.2.3 have been revised: Auto Document feeder with capacity at least 220 originals. Vendors must submit a bid that meets or exceeds the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf

Question 3

3.1.2.10 Envelope Feeder — high capacity, What is considered high capacity? Approximately how many envelopes are expected to be printed per month.

Response 3

Envelope Feeder must at a minimum accommodate 100 standard sized envelopes.

Question 4

3.1.1.12 Manufacturer monthly volume 750,000. Per KM's C4070 specifications it states the following: <https://www.konicaminolta.com.au/products/production-print/mid-range-colour/accurio-press-c4070>

Monthly Print Volume 200K, Average Monthly Volume (A4 pages per month) 32,500, Average Monthly Print Volume 32,500 - 130,000 (Optimum volume), Duty Cycle 758K (Peak Volume Q Zone)

Response 4

Specification 3.1.1.12 refers to the Manufacturer monthly duty cycle.

Question 5

What is the maximum expected month print volume?

Response 5

Per CRFQ DOT22000000180 Specifications.pdf. 3.1.1.12 refers to the Manufacturer monthly duty cycle of 750,000 and 3.1.2.12 refers to the Manufacturer monthly duty cycle of 2,000,000.

Question 6

Since the unit is described as "Light Production" would a maximum duty cycle of 450,000 be acceptable?

Response 6

Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf. Please also refer to Response 5.

Question 7

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within forty-five (45) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at 1900 Kanawha Blvd E, Charleston Building 5, Basement Rm 011, WV 25305.

With current supply chain issues delivery may likely be extended beyond (45) days. Will the agency accept delivery should it go beyond (45) days?

Response 7

Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf. Also, a longer delivery timing is known at time of bid submission, vendors must detail this information with their bid document.

Question 8

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

What is the maximum amount of time the agency would accept for delivery?

Response 8

Late deliveries will be reviewed and considered upon receiving notification in writing. Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf

Question 9

3.1.1.6 Vacuum Paper Feed Unit - Canon has a successful comparative feed system on their Digital Presses. We use Friction and Air Assist in our Multi Drawer Paper Deck. Can you change the specific feed requirement to include an alternate as well? We can provide to you as reference another State Agency Print Shop.

Response 9

Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf.

3.1.4 Alternate 'or Equal' Submission: Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

Question 10

3.1.1.7 Ability to print on Media up to 360 gsm. This spec is very specific and our version is very close with 350 gsm papers. Can the minimum spec be changed to 350 GSM?

Response 10

Specification 3.1.1.7 has been revised: Ability to print on Media up to at least 350 GSM. Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf

Question 11

3.1.1.12 Manufacturer monthly volume of 750,000 - Canon as a manufacturer conservatively rate their monthly volumes – their competitive model has a rating of 400K a month. Please provide the models and the average volume of the current 3 units monthly Color and B&W copies being produced for the last year. In looking at the average volume being produced, a lower Manufacturer volume rating may if actual volume produced is considerably less or it may not if the actual volume is equal or exceeds manufacturer stated volume.

Response 11

Specification 3.1.1.12 refers to the Manufacturer monthly duty cycle.

The volume of the current equipment is not an accurate indicator of future volume for the print shop. Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf

Question 12

3.1.2.6 Vacuum Paper Feed Unit - Canon has a successful comparative feed system on their Digital Presses. We use Friction and Air Assist in our Multi Drawer Paper Deck. Can you change the specific feed requirement to include an alternate as well? We can provide to you as a feature reference to our feeding system another State Agency Print Shop for both the Color & B&W Presses.

Response 12

Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf.

3.1.4 Alternate 'or Equal' Submission: Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

Question 13

3.1.2.10 Envelope Feeder – Canon B&W Digital Press do not have a High Capacity Envelope Feeder for their B&W models (They do for Color Versions) With the other 2 Presses in the Bid capable of running envelopes, would you consider changing the spec to a desired feature vs a minimum spec? You may find that the cost comparison is or is not worth the difference. Changing the spec to a desired feature allows you to at least consider the costs more if a viable solution is presented.

Response 13

Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf.

Question 14

3.1.3.1.10 Recycled Media – You will want to use recommended media for best results. Recycled Media – Recycled paper pulp may originate from many uncontrolled sources and therefore contains low-melting glue particles. n paper making these particles are removed as much as possible as they can negatively influence both paper making and paper usage. Nevertheless recycled media will always contain more of these unwanted particles compared to virgin fiber made paper. These components may affect the print quality, leading to spots in prints.

Response 14

Noted the comments provided regarding recycled media. Vendors must submit bids with copiers that meet or exceed the Specifications outlined, refer to attachment CRFQ DOT22000000180 Specifications.pdf.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000180

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.

Konica Minolta Business Solutions U.S.A
Company Inc.

J. J. Cat
Authorized Signature

7/5/22
Date

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the 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).

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: Contract Term specified in Exhibit B Specifications-Renewal years are for Maintenance/Click charges

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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 that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$250,000.00 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: \$3,000,000.00 per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- State of WV must be listed as additional insured on insurance certificate
- Certificate Holder should read as follows:
State of WV
1900 Kanawha Blvd E, Charleston, WV 25305
-
-

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

9. WORKERS' COMPENSATION INSURANCE: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities:

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

37. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title) J. Allen Covert, Named Account Executive
(Printed Name and Title) Travis Covert Named Account Executive
(Address) 310 Hills Plaza Charleston WV 25387
(Phone Number) / (Fax Number) 681-313-4028
(email address) tcovert@kmbss.konicaminolta.us

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Konica Minolta Business Solutions U.S.A., Inc
(Company)
J. Allen Covert, Named Account Executive
(Authorized Signature) (Representative Name, Title)
Travis Allen Covert Named Account Executive
(Printed Name and Title of Authorized Representative) (Date)
681-313-4028
(Phone Number) (Fax Number)
tcovert@kmbss.konicaminolta.us
(Email Address)