



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

Purchase Order

PURCHASE ORDER NO.
DIGCOP04C

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1

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733

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

Purchasing Division's File Copy

VENDOR
 *817143205 304-744-7440
 KOMAX BUSINESS SYSTEMS LLC
 500 D STREET

 SOUTH CHARLESTON WV 25303

SHIP TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/11/2004		NET 30		550767809			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	08/14/2005		985-64				
	PER ATTACHED COST SHEETS						
<p>OPEN-END CONTRACT</p> <p>TO PROVIDE DIGITAL COPIERS AND PRINTERS TO THE STATE OF WEST VIRGINIA AND PARTICIPATING POLITICAL SUBDIVISIONS PER THE ATTACHED.</p> <p>EFFECTIVE 08/15/04 THROUGH 08/14/05</p> <p>AFTER-ORDER SERVICE NUMBER: 888-483-7440</p> <p>PLEASE SEE ATTACHED</p>							
						<p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>AUG 24 2004</p> <p><i>Beverly Toliver</i></p> <p>ENTERED</p>	
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>h</i> <i>8/11/04</i></p> <p>APPROVED FOR ONE FISCAL YEAR</p> <p><i>Samuel Wayfield</i></p>						<p>OPEN END</p>	
						<p>TOTAL</p> <p>304-558-2596</p>	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Charlyn Miller* 8/16/04
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

REQUEST FOR QUOTE
Statewide Contract #DIGCOP04

I.0 General Terms & Conditions

The purpose of this RFQ is to establish a contract for the purchase and/or rental of multi-function monochrome digital copiers, small color copiers, and monochrome printers. The resultant contract will provide digital copiers and printers with established minimum technical specifications and service requirements. The main bands are determined primarily by copy volumes with limited features required to result in similar copiers and printers being available within each band. It is not the intent of the State to dictate technical configurations of copiers and printers within any band, but rather to define general needs and allow each contractor to provide a copier within their normal marketing strategies to meet those needs.

1.1 Firm Pricing

All prices on this contract shall be firm for one year from the effective date of the contract. A price adjustment will be permitted at the time of the renewal as long as the vendor can provide proper documentation to support a price adjustment. Any price adjustment shall not affect any units already in place or on order at the time of the adjustment. Price decreases based on volume discounts are to be passed on to the State as they become available. Vendors may substitute machines when a particular model is discontinued, as long as the replacement machine is equal to, or exceeds, the specifications of the machine being replaced.

1.2 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 sub.

Vendor should provide with their bid a list of all subcontractors that includes the equipment they will be providing and/or servicing and the areas of the State they will provide coverage for. If the vendor fails to provide the documentation with their bid, they must provide it within the deadline indicated in the Buyer request. Failure to provide the required documentation within the time indicated, may be grounds for disqualification of the vendor's bid.

1.3 Term of Contract & Renewals

This contract will be effective August 15, 2004 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent,

be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.4 Rental Term

Prices for all standard rental units are to be priced for a 24, 36, and 48 month term. Rental orders may be extended for up to two (2) additional one (1) year periods, at a reduced rate, upon mutual written agreement of the parties. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extensions should only be used when an agency has a compelling reason such as anticipation of an office move or closing.

After expiration of the master contract for new placements, the contract shall remain active for payment purposes only of any ongoing rental or maintenance orders.

1.5 Contract Termination

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice. This conditions takes precedence

over item number 8 of the Purchasing Division's General Terms and Conditions printed on the Purchase Order.

1.6 Non-Appropriation of Funds

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service or commodity covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.7 Quantities

Quantities listed in the RFQ are approximations only, based on estimates supplied by the State spending unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of contract, whether more or less than the quantities shown.

1.8 Usage Report

Vendor is to provide a nine (9) month summary report of procurement volumes by item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract.

1.9 Purchasing Card Acceptance

The State of West Virginia has a purchasing card program which is issued through the One Valley Bank Visa charge card program. The vendor must accept the State Visa purchasing card for payment by all authorized state agencies for purchases against this contract that are less than \$2,500.00. Vendors must also have the ability to accept orders by telephone, facsimile, or in paper form. Proper documentation must be attached to the order when applicable. (See 4.2)

1.10 Damages

Agencies shall be responsible for damages or loss of rental equipment of this contract that are incurred as a result of misuse, abuse, vandalism, theft, fire, flood or any other occurrence where it is determined that necessary care was not taken by the agency to prevent loss to the vendor.

1.11 Vendor Certification

Vendor, if other than the manufacturer, should provide the following authorization/certification with the bid response: A current letter dated and signed or a current, dated certificate from the manufacturer that vendor is an authorized distributor and/or service representative that is authorized to bid the manufacturer's products. Authorization is to include a statement providing assurance that, should the manufacturer withdraw the

authorization, a replacement representative will be provided within time frames acceptable to the State. **If the vendor fails to provide the documentation with their bid, they must provide it within the deadline indicated in the Buyer request. Failure to provide the required documentation within the time indicated, may be grounds for disqualification of the vendor's bid.**

1.12 Shipping and Delivery

The vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. All equipment shall be delivered within 30 days ARO. Failure to consistently comply with this delivery time may result in cancellation of the contract. All quotes must be F.O.B. Destination with all shipping and installation charges included in the quoted price. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment.

1.13 Invoicing/Meter Read

Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the vendor and agency, invoicing may be done on a quarterly basis in arrears for rental and maintenance. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy overage charges. For example, if the monthly copy volume included in the base charge is 30,000 copies per month, 90,000 copies for a three month period will be allowed before an overage charge is billed, regardless of how many copies were completed in each of the three months of the three month period.

This option is being made available to diminish the administrative burden of obtaining a monthly meter read. Agencies will be responsible for providing meter readings monthly or quarterly as agreed. Vendors may accept meter readings via their web site, fax, telephone, or any means agreeable to the vendor and the end user.

The agency shall be responsible for keeping a log of meter readings and any service provided for the machine during the life of the rental or maintenance order. It is highly recommended that this log be kept with the machine at all times.

1.14 Competition

All State agencies are prohibited from procuring digital copiers capable of

producing 90 copies or more per minute. Vendors shall not compete with WV Correctional Industries with the copying business or by selling or renting copiers rated at 90 cpm or more to any State agency. Vendors shall also agree not to sell or rent multiple units that equal or exceed the 90 cpm provision for installation at a single agency location. Single units (less than 90 cpm) may be sold or rented to any agency, however, second units must not be sold or rented to the same agency location within a two-year period. Correctional Industries reserves the right to review and waive this requirement for special circumstances if requested to do so by any agency.

2.0 EQUIPMENT REQUIREMENTS

2.1 New/Re-manufactured Requirement

All equipment placed must be new. Re-manufactured equipment is not acceptable. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty.

2.2 Equipment Availability

Copiers offered must be in production and available for sale at time of bid opening.

2.3 Published Specifications

All equipment offered must have published copy volumes per month and copies/minute. **Vendors should provide a copy of the published page (BLI, etc.) for each machine bid with the bid submission. For new equipment not yet published in BLI, etc., vendors should provide published descriptive literature to illustrate compliance with the minimum, mandatory specifications, which includes copy volumes per month, copies/minute data, available memory, paper sources and paper capacity, with the bid submission. If the vendor fails to provide the documentation with their bid, they must provide it within the deadline indicated in the Buyer request. Failure to provide the required documentation within the time indicated, may be grounds for disqualification of the vendor's bid.**

2.4 Parts Availability

Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units.

2.5 Energy Star Compliant

All machines placed must be Energy Star Compliant.

2.6 Scan Charges

Scanning charges, in addition to, or as part of the per copy charge, shall not be allowed. Vendors shall not charge for any scanning.

2.7 Copier Classification/Monochrome

The State has classified monochrome copiers into volume bands based on machine speeds from band 1 through band 7. The production levels are provided for each band. The minimum acceptable ratings for copies per minute (cpm), and copies per month (c/mn) are provided for each band.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copies/minute
1	1 - 5,000	10 cpm
2	up to 15,000	20 cpm
3	up to 30,000	30 cpm
4	up to 45,000	40 cpm
5	up to 65,000	50 cpm
6	up to 80,000	60 cpm
7	up to 150,000+	70 cpm

2.8 Copier Classification/Color

The State has classified color copiers into volume bands based on machine speeds from band 1 through band 4. Only smaller color copiers are desired on this contract. The minimum acceptable ratings for color copies per minute (cpm), and copies per month (c/mn) are provided for the desired bands.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copies/minute
1	1 - 10,000	3 - 10 cpm
2	up to 20,000	11 - 20 cpm
3	up to 30,000	21 - 30 cpm
4	up to 40,000+	31+ cpm

2.9 Printer Classification

The State has classified monochrome printers into volume bands based on machine speeds from band 1 through band 3. The State desires to make printers from manufacturers unable to meet the requirements of the PC and Peripheral contract available as an additional choice for the State's printing needs. The minimum acceptable ratings for prints per minute (ppm) and manufacturer's duty cycle per month are provided for the desired bands.

Band	Manufacturer's Reported Duty Cycle per month	Minimum Speed prints/minute
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1	1 - 15,000	14 ppm
2	up to 50,000	19 ppm
3	up to 60,000+	25 ppm

2.10 Accessories

Vendors shall list and provide pricing for any accessories they wish to make available for all machines bid. Purchase, per month maintenance and per month rental charges for copiers and purchase and per month maintenance charges for printers shall be provided. Pricing shall be inclusive of shipping, delivery, installation, and training.

Any accessories required to meet the minimum, mandatory specifications indicated on the cost sheets must be noted on the cost sheets and pricing included in the base price of the machine.

2.11 Duplexing

Any machine requiring automatic duplexing must have the capability of providing a duplex copy without human intervention.

2.12 Paper Capacity

Paper capacity is the listing for all on-line paper trays combined

2.13 Paper Requirement

All machines bid must be capable of copying on plain bond paper in both 8 ½" x 11" and 8 ½" x 14".

2.14 Specific Machine Requirements

Vendor must respond to specific machine requirements on the attached Cost Sheets. Minimum requirements for each band are listed with spaces for the vendor to provide specifics to the machine being bid. Additional features may be offered if available, but the machine being bid must meet the minimum requirements listed. Accessories offered beyond those required to meet the minimum mandatory specifications will not be included in the evaluation for award.

2.15 Power Protection

Vendors should quote, as part of their available accessories for digital copiers, surge and ground noise protection units. Agencies are encouraged to consider the units, especially for high volume copiers, as they have been shown in various studies to reduce problem maintenance calls by an average of 40% per month. Units shall be ESP QC Power Protection, or equal, for Bands 4 through 7, and ESP Majac Power Protection, or equal, for Bands 1 through 3. **Vendors must provide manufacturer literature for any 'or equal' power protection unit bid.**

2.16 Power Requirements

If a copier requires a dedicated power line, it is the joint responsibility of the vendor and end user to determine if this requirement can be met. It is the responsibility of the end user to provide the power requirements.

2.17 Network Connection

All connected units must include all needed cable, cards, etc. for connection to the end user's network at no additional cost to the end user. The cost for such required items shall be included in the base cost of the machine which will be used for evaluation. However, vendors are requested to price this cost separately on the cost sheet to allow agencies the choice of obtaining the machine as a networked machine or a stand-alone machine. The agency shall indicate on their order if they do not require network connection and reduce the base price accordingly.

3.0 SERVICE and MAINTENANCE

3.1 Full Service Requirement

All vendors are required to have a service organization with the ability to provide on site maintenance of all machines bid throughout the State of West Virginia. Vendors must agree to enter into a full service contract for all units placed. However, user agencies shall have the option of not entering into a service contract on purchase units. Maintenance is to be available on both a per call basis as needed and a preventative maintenance schedule. Quoted maintenance costs are to include any warranty period.

Vendors should include a written explanation of how they will meet the requirement for provision of services statewide in their bid submission. The explanation should include, but not be limited to, a geographical map indicating the service provider and area covered, a full listing of all subcontractor/reseller names, addresses and area covered and any other information relevant to substantiate the vendor's ability to cover the entire State. Vendors may name resellers/providers in bordering states if the State of West Virginia is a normal part of that provider's territory.

If the vendor fails to provide the documentation with their bid, they must provide it within the deadline indicated in the Buyer request. Failure to provide the required documentation within the time indicated, may be grounds for disqualification of the vendor's bid.

3.2 Monthly Copy Allowance

Maintenance costs for purchased monochrome machines and monthly rental costs for monochrome machines shall be inclusive of all supplies excepting paper for one half of the per month copy volume stated for each band. Vendors shall quote a per copy cost for any copies in excess of the allowed copies per month.

There shall be no monthly copy allowance for color copiers. Vendors shall quote a per copy cost for color copies and monochrome copies for all color copiers bid. The stated monthly copy volume times the per copy costs will be a component of the evaluation only.

There shall be no monthly print allowance for monochrome printers. A per print cost will be used as a component for evaluation, but will not be part of the awarded contract. Vendors shall include consumable supplies as part of the costs quoted and available for purchase during the contract term.

3.3 Connectivity Service Support

Service support is to be available to coordinate installation with agency personnel and be available to answer questions and concerns on equipment installed. Personnel in charge of the installation of digital equipment must be available to coordinate installation with the ordering agency internal staff in charge of the network. Service support, knowledgeable in digital equipment, will be required to provide all necessary maintenance and repair.

Vendors are to provide an 800 telephone number for service support.

3.4 Certification Requirement

Service representatives shall be full time employees of the contracted vendor or of a subcontracted vendor designated by the vendor as their representative. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time during the course of bidding process or the contract period. All service reps shall have an adequate inventory of repair parts that will permit repairs to be made promptly with a minimum of down time.

3.5 Maintenance Availability

Full service and maintenance cost quotes shall be inclusive of all parts, labor, per diem, travel time and travel expenses. No separate reimbursement will be made to the vendor for any expense. Service must be available during normal working hours (8:00 am to 5:00 pm), Monday through Friday, with the exception of State holidays. Preventative/scheduled maintenance shall be provided as needed on all equipment as specified by the manufacturer. This includes, but is not limited to: routine cleaning,

lubrications, replacement of unserviceable parts and all necessary adjustments to insure successful performance of the equipment.

3.6 Loaner Units

Loaner units shall be provided for rentals and machines under a maintenance contract, at no charge, if the agency's copier or printer is estimated to be down for 16 consecutive working hours for repair. Loaner units should be of comparable size and feature level of the agency's machine. The agency shall not pay for any charges associated with the loaner unit, but shall pay the charges that would be incurred on the agency's machine.

3.7 Response Requirement

Vendors must respond to all requests to service within eight (8) working hours of an agency request throughout the entire contract period. Repetitive complaints concerning the failure to meet this requirement shall be cause for cancellation of the contract.

3.8 Failure Rate

Machine failure rates shall not average more than two (2) malfunctions per month that require vendor corrections. Any unit averaging more than two 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 be 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 that an impasse cannot be resolved to the agency's satisfaction.

3.9 Training

Vendor shall provide end users with in-house training within five working days of installation of the equipment or as arranged by agency personnel. Training to include, but not be limited to, standard functional use of machine to networked end users as well as training to any assigned agency personnel to enable them to instruct others.

3.10 Manuals

Vendors shall provide at least one (1) copy of the operator's instruction manual for the equipment placed. Each manual shall include the vendor's name, telephone number(s), contact person(s) and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.

3.11 Warranty

Where the term "warranty" is used, it shall be understood that during the quoted warranty period all parts, labor, per diem, travel time, travel expenses and any other cost required to correct the unit shall be the responsibility of the vendor. The warranty shall not commence until the unit is installed and operational to the agency's satisfaction. (Warranty does not include provision of supplies other than those provided per 1.12.)

4.0 ORDERING PROCEDURE

4.1 Form

All equipment, maintenance, and supplies shall be ordered utilizing form WV-39, State Contract Release Order.

4.2 Authorizing Documentation

Any order exceeding \$10,000 in a one year period requires prior approval by the Information Services and Communications Division and the Governor's Office of Technology. Vendors are prohibited from filling orders without the proper documentation attached to the WV-39, Contract Release Order. The State Auditor will not authorize payment for any applicable purchase orders/invoices that do not have the proper authorization documentation.

4.3 Supplies

During the warranty period on any rental units and maintenance on purchased units, the vendor shall deduct the monthly machine maintenance portion of the rental and machine maintenance from the maintenance monthly charge for the duration of the warranty. The vendor shall provide the supplies as specified for the number of copies/month indicated during the warranty period for monochrome copiers and at the per copy cost for color copiers.

4.4 Maintenance Option

Agencies have the option of not entering into a maintenance/service contract on purchased units. Maintenance may be obtained through separate procurement on a per call, time, and materials basis.

4.5 Short Term Rental

Any Agency requiring a copier for less than a 24 month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.

4.6 Quantity Procurements

Any Agency requiring ten or more machines at one time has the option of bidding the procurement on the open market in accordance with State of

West Virginia, Department of Administration, Purchasing Division rules and regulations. A cost comparison shall be made between the bid pricing and the pricing on this contract. If the bid pricing is found to be less cost effective, the agency shall cancel the bid and procure the machines off of this contract.

4.7 Lease/Purchase

Any agency desiring to lease/purchase a machine must seek prior approval from the Director of Purchasing. (Please contact the Senior Buyer in Purchasing for assistance.) All lease purchases, if approved, shall be financed through the State of West Virginia's statewide financing contract. For the purposes of this contract, the machine shall be a straight purchase to the vendor and a separate order shall be placed against the financing statewide contract for the financing.

1. Can we get a breakdown of the estimated number of units that may be obtained:
 - A. Per Band?

RESPONSE: Band 1 – 58, Band 2 – 22, Band 3 – 23, Band 4 – 41, Band 5 – 23, Band 6 – 27 (No Band 7 awarded on DIGCOP99.)

- B. Per Category?

RESPONSE: It is estimated that less than 20% of the machines placed have been networked.

The estimated quantities listed in A. are based on the most recent usage report for the previous 12 months provided by the current vendors. However, per agency survey, approximately 450 machines are in use at various agencies throughout the State. In addition, this contract is available for use by political subdivisions. That usage may not be included in the vendor usage reports stated in A.

2. Is there a number that the state can provide regarding the number of color copiers that would be connected?

RESPONSE: This is the first time color copiers have been offered on this contract. The projected number of connected color copiers is unknown.

3. On page 6, Section 2.8. The state refers to a recommended monthly volume by the manufacturer. Since most color copiers are connected, will the state accept monthly duty cycles in addition to monthly copy volumes?

RESPONSE: No. Minimum specification shall be based on the manufacturer's recommended copy volume as confirmed by the Buyers Laboratory Specification Guide.

4. Regarding Mono Printers. Can an overnight service exchange policy be utilized as first means of service for all low end "Band 1" printers with a back-up of on site service?

RESPONSE: No. Service levels shall be as described in the original RFQ.

5. Based on Page 2, Section 1.5 "Contract Termination" The state can only cancel an existing rental if the vendor fails to meet the responsibilities of this RFQ? Can the State cancel for convenience or just for non-appropriation and non-performance?

RESPONSE: It is the State's intention to only allow cancellation in the case of non-performance and non-appropriation. However, the State reserves the right to cancel for convenience on a case by case basis. Any agency desiring cancellation must provide justification and receive approval from the Director of Purchasing for cancellation for convenience. During the life of the current

contract, no requests were granted.

6. Can the vendor bid only on the purchase price, maintenance/month and per click charge for the bands we plan to propose?

RESPONSE: The vendor may offer partial bids, but it is the intention to award to as few vendors as possible and still provide full coverage for all bands in all locations of the State. The vendor must bid all items requested for any one band (rental, purchase, maintenance, per click, etc.) to be considered. Awards will be based on the lowest bids meeting specifications per band, but the vendor must also meet the requirements for availability and service throughout the State for the bands bid.

7. When the state refers to "SUMMARY COST SHEET FOR EVALUATION COLOR COPIERS BAND 1" The state refers to (Supplies are not included in maintenance or rental for color copiers). However, on the "COST SHEET COLOR COPIERS BAND 1" document - Just above the color copy cost line, it is stated that a per copy click charge does include supplies. Are the supplies to be included in the CPC or not?

RESPONSE: Yes, supplies are included in the click charge. They are not included in the monthly machine maintenance cost or the monthly machine rental cost. The costs for maintenance and rental with maintenance is for the machine only. All consumable supply costs are to be covered in the per click cost.

8. Can the awardee designate a company to take over the financial transactions of the rental payments? In other words, can we do an assignment of the rental transactions?

RESPONSE: Yes, it is possible to assign payment only to a third party. However, the prime vendor is still responsible for invoicing in the prime vendor's name and address as awarded, with the third party named for payment remittance only. The third party must be named in the master contract. The vendor should provide this information with the bid, naming the third party. If the specific company is unknown, or is expected to change, a change order may be processed during the life of the contract to designate a third party assignment for payment remittance. The prime vendor remains the sole point of contact.

9. Regarding Item 1.1; if an awarded product becomes discontinued is it acceptable if the replacement model does not meet/exceed the specifications of the discontinued unit but meets/exceeds the minimum specifications for the Band in which it is placed?

RESPONSE: Yes, as long the machine meets the minimum specifications for the band in which it is placed, it may be substituted for a machine that has been discontinued.

10. Regarding Item 1.9; can State Agencies pay recurring (monthly maintenance/rental) invoices with the State Visa Card or is the payment card reserved for one-time (capital expense) purchases?

RESPONSE: Agencies may make regular monthly payments with the Purchasing Card upon acquiring prior approval from the Auditor's Office and including the information on their State Contract Order (SCO/WV-39). The vendor should confirm the intention to use the P-Card for payment is on the order form when received. No payment may exceed the agencies' approved Purchasing Card limit.

11. Regarding Item 1.12; will the State agree to pay for non-standard deliveries, such as when special rigging is necessary or when a stair climber must be used because an elevator is not available at the delivery site?

RESPONSE: This issue has never come up during the life of the contract. It is believed no special rigging has been needed, or the vendor has been willing to absorb this cost to place the machine. No, no extra payment shall be made for delivery of any kind.

12. What constitutes a "location" in the context of Item 1.14 (i.e.: department, floor, building, campus environment, etc.) and does this requirement also apply to political subdivisions of the State? The next to last sentence seems to further limit our placements to single units only. Is this the State's intent or does the restriction refer to not upgrading the initial unit prior to it being installed for a full two years?

RESPONSE: It has been found that some vendors on the current contract have circumvented the State's prohibition of copiers exceeding 90 cpm by placing two slower copiers at the same location, running in tandem. The intent of Item 1.14 is to tighten the restriction to prevent this willful circumvention of the rule. This item does not apply to political subdivisions. An agency may "upgrade" a machine upon mutual agreement, with the "upgrade" understood to mean removing a machine and replacing it with a higher band machine or a machine with desired accessories not available on the machine in place.

13. Regarding Item 2.10; is it the State's intent to order optional accessories only at the time of the initial copier placement? If not, the monthly rental price of each option would be dependant upon how many months remain on the unit's rental term.

RESPONSE: Agencies should order optional accessories at the time of initial machine order, but may order accessories on the annual anniversary of a machine's placement. The rental price would be for the number of months remaining on the rental order. For example, if a machine is placed for 48 months, and on the first anniversary, they add an accessory. The accessory price would be at the 36 month rate for the remaining 36 months of the 48 month rental. In

addition, a vendor may offer the agency the accessory at any time during the life of the rental at the same monthly rate as the original machine's time period rental rate.

14. Regarding Item 2.17; the "Minimum Specifications" for each band of equipment does not identify what client operating system support, network operating system support or network protocol support is necessary to be compliant. The costs associated with different operating environments (i.e.: Token Ring) vary greatly. Please define minimum standards that must be bid for a "connected to user's network" price (i.e.: minimum memory requirement, PostScript® {yes/no}, etc.).

RESPONSE: The vendor's equipment must be capable of connecting to either a Token-Ring network or an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system. Please note that although there are only a few Token-Ring networks in State agencies at this point, we are requiring the vendor's equipment to be able to connect to this topology.

15. Regarding Item 3.5; while a full service maintenance agreement (FSMA) includes the cost of labor, parts and supplies (except paper), a "time and materials" per call rate does not. Please confirm that if an agency elects not to enter into an FSMA, they will contract for service on an as-needed basis, at a "time and materials" (hourly) rate. This rate will not include travel time, travel expense or parts. Also see Item 4.4.

RESPONSE: Time and materials per call basis does not include travel time, travel expense or parts. Agencies shall bid this type of maintenance, when needed, if they do not procure the maintenance available on this contract.

16. Does the lease/purchase provision outlined in Item 4.7 apply to political subdivisions as well or is this only for State Agencies?

RESPONSE: Political subdivisions may arrange to pay for their procurements as they choose. However, since lease/purchase is not available on the contract as firm pricing, the political sub would not be placing an order against this contract for such an arrangement. If a vendor wishes to provide a machine in accordance with all other aspects of the contract, it would be between the vendor and the political subdivision to come to such an agreement.

17. Regarding Item 5.1; all supplies (except paper) must be included in the maintenance and rental fees for monochrome copiers and the cost-per-copy for color copiers. What bearing does the supply yield have on the cost evaluation if the State will pay the same rate for every copy, regardless of supply yield?

RESPONSE: Specification 5.1, 3rd paragraph is deleted.

18. It appears as though the overage charge will not be factored into the cost

evaluation. If so, the evaluation volume is equal to one half the Manufacturers's Copy Volume listed in the minimum specifications for monochrome devices. Is this correct?

RESPONSE: Yes, the volume of copies to be included in the base pricing and in the evaluation is one half the Manufacturer's Recommended Copy Volume stated for each band. The agency survey revealed that less than 20% of the end users were actually meeting the full copy volume allowance. This means that the State is paying for copies we did not get. It is believed about one half of the stated copy volume is closer to the actual usage the agencies will need.

19. Several areas of the bid state that the vendor is responsible for the cost of delivery and installation. Can vendors charge for the removal of a rental unit once its term has been completed? Will the State factor this cost into the life-cycle evaluation?

RESPONSE: No. Removal of the machine is at the vendor's expense.

20. Regarding Attachment III, Item 14; please confirm that an Agency may cancel a rental installation in accordance with Items 1.5 and 1.6 of the RFQ only, and not for convenience.

RESPONSE: See response to Questions 5 and 33.

21. Will the bypass tray count as a paper source in order to satisfy the minimum specifications?

RESPONSE: A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multicopy capability) may be counted to satisfy the minimum paper source specification, but a sheet bypass (single, hand-fed sheets) shall not.

22. Please confirm that if a unit has the ability to electronically sort, or offset stack, that a stapler finisher need not be included in the base equipment pricing.

RESPONSE: This issue was discussed during the pre-bid meeting and while stapling may be a highly desirable feature for Bands 5, 6, and 7, some manufacturers offer multiple finishers for their machines. For this reason, staple capability remains as non-mandatory for these bands allowing the agencies to choose the solution best suited to their needs.

23. Are bases required for all copiers that might otherwise be operable placed upon a desktop?

RESPONSE: This issue was discussed during the pre-bid meeting and while a base is a highly desired feature for the larger bands, some manufacturers offer multiple bases for their machines. For this reason, bases remain as non-mandatory, allowing the agencies to choose the solution best suited to their

needs.

24. The Summary Cost Sheet for monochrome copiers states that "Per 3.1, maintenance and rental pricing for monochrome copiers is inclusive of all supplies, excepting paper, for the stated monthly copy volume." The listed monthly copy volumes (5,000, 15,000, 30,000, etc.) are not the volumes upon which the maintenance and rental prices are to be calculated. Item 3.2 (as well as the individual cost sheets) state that the copy allowance is to be one half the stated volumes. Please confirm that the volumes listed toward the bottom of the individual cost sheets (one half the mfg. copy volume) are what is to be included in the maintenance and rental base prices.

RESPONSE: To clarify, the stated volume to be included in the maintenance and rental pricing for monochrome copiers, is one half the Manufacturer's Recommended Copy Volume listed as the first item under the Minimum Specifications on each Cost Sheet. For example, any machine bid for Band 1 must be rated at 5,000 copies/month, but only one half of the 5,000, or 2,500 copies, will be the monthly allowance for maintenance and rental pricing. Also see response to Question 18.

25. Is the copy speed requirement in the color copier bands the color copy speed? I would respectfully request the color copy speed requirement in Band 2 be changed to a minimum 20 pages per minute (instead of 21 ppm) as most vendors position their products at this speed increment.

RESPONSE: The copy speed for color copiers is for color copies. No change shall be made to the minimum number of copies for each band. A 20 copy per minute color copier would fall within Band 2, as the minimum number of copies per month is set at 11, with a maximum of 20.

26. Item 1.4 states that a rental placement may be extended for up to two one-year periods, at a reduced rate, upon mutual written agreement. Must vendors provide the renewal pricing in their bid response or is the price subject to negotiation at the time of renewal?

RESPONSE: The maximum renewal pricing shall be based on the new total number of months the copier would be placed. For example, if the copier was initially ordered for 36 months and the agency opts to renew for an additional twelve month period, the renewal rate would be at the 48 month rate or lower. Additional reduction to the pricing may be offered and accepted by the agency for periods beyond 48 months.

27. May vendors bid platen based products (MFP devices) in the monochrome printer bands or is it the State's intention to award simple parallel printers (HP, Lexmark, etc.).

RESPONSE: The State is seeking printers other than HP and Lexmark as these printers are available on the personal computer and peripheral contract. The desire is to award printers with a lower per copy cost than the traditional HP and Lexmark products. Printers shall be cartridge free (does not include an integrated drum, developer, and toner in a single, disposable unit) with a durable imaging system (drum life of a minimum 500,000 copies) that allows replacement of toner only.

28. My understanding is that the State presently has very few network connected copiers installed, yet the awards will be based, in part, on just that. Would you consider having the purchase price quoted as a standalone device and simply require the optional accessories list include the cost of network connectivity?

RESPONSE: It is believed that more agencies will connect their copiers during the life of this contract. Also, the last contract had separate awards for connected and non-connected machines which caused some confusion when ordering.

29. Clarification of 1.14 about non-competition with WV Correctional Industries.

RESPONSE: See response to question 12 above. The State restricts copier machine acquisition due to the existing printing capabilities of WV Correctional Industries.

30. On 2.17, does this include Token Ring networks as well?

RESPONSE: Yes. See response to question 14 also.

31. 1.12 states the units shall come with all start up supplies. What about supplies during the warranty period?

RESPONSE: Supplies will be provided as normal, but a reduction is to be made to the machine maintenance portion of the rental and maintenance pricing.

32. 5.1 the award of the bid in the bands states the same brand shall not be in the same band if marketed by a subsidiary company. What about the same brand (if private labeled) in the same band if marketed by two totally separate and competing vendors?

RESPONSE: Only one manufacturer's machine will be awarded per band. If the machine is offered by "two totally separate and competing vendors", the lowest bid of the two would be awarded if it is one of the lowest five bid per band. A manufacturer may bid identical machines under different brand names per band.

The vendor must clearly identify the brand names the manufacturer's machine is sold under. All specifications must be identical with the only difference being the brand name. All accessories must be identified with identical part numbers. Since only one manufacturer's machine will be awarded per band, and the machine is offered by "two totally separate and competing vendors", the lowest bid of the two would be awarded if it is within the five awarded machines' pricing. If the manufacturer bids the single machine with multiple brands and multiple resellers per geographic area, it will be at the agency's discretion which reseller shall install and maintain the machine during the life of the placement.

33. Please clarify, "The contract may also be terminated upon mutual agreement of the parties with 30 days prior written notice. This condition takes precedence over item #8 of the purchasing division's general terms and conditions on the purchase order. On the agreement addendum, item #14 Right to Terminate, "Agency shall have the right to terminate the agreement upon 30 days written notice to vendor."

RESPONSE: See response to Question 5. In addition, specification 1.5 takes precedence over Item 14 of the WV-96 on this contract.

34. Item 5 of the back of the RFP P.O. states that "all services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available." This information seems to be contradicted by the Agreement Addendum, which states under Item 14, Right to Terminate that "Agency shall have the right to terminate the agreement upon 30 days written notice to vendor." Which of these statements governs this RFQ? Can agencies terminate an individual rental for any reason other than non-appropriation of funds or default on the part of the vendor? If the answer is yes, can the vendor charge termination penalties up to the remainder of the term (i.e. the original term selected was for 36 months, but they cancel without cause after 20 months, we would charge them the monthly payment x 16 months)?

RESPONSE: See response to question 5 and 33 above. No, the vendor cannot charge any termination penalties for early termination of a rental contract. The State is prohibited from paying for anything they do not actually receive.

35. On the cost sheets there is a space for vendors to deduct the warranty value during the rental. Traditionally, warranties are only offered on purchased equipment, therefore, no value would apply for a rental. Also, maintenance on purchased machines does not begin until after the warranty period, in most cases there is a 90 day warranty and the maintenance would begin on the 91st day. There is no need to deduct anything from the monthly maintenance pricing. We request that this be removed from the bid.

RESPONSE: The rental pricing includes machine maintenance. The State expects a reduction to the machine maintenance portion of the rental charge. If the vendor opts to

not pass this savings on to the State, they may bid \$0 for the item on the Cost Sheets. For maintenance on purchased machines, the State requires maintenance to be provided at no cost during the warranty period.

36. Can Third Party Leasing source be utilized for this bid? If so, will the state sign a Notice of Assignment Document, and will they accept invoicing from the third party?

RESPONSE: See response to Question 8.

37. Can the equipment and maintenance be on separate invoices for both purchase and rentals?

RESPONSE: The vendor should submit an invoice for the purchase of a machine and separate invoices for maintenance once they commence after any warranty period. All payments are in arrears. It is not possible for vendors to invoice separately for rental units. Maintenance is included in the monthly rental amount. The vendor would include any overage charges as part of the monthly rental fee invoice.

38. On Page 9, Item 3.2 it states that no monthly copy allowance is to be bid for color copiers. Why? The State will receive more aggressive pricing if vendors are allowed to charge a minimum for color copies. Vendors must receive a certain monthly revenue to perform even a routine maintenance call. This cost will be either added to the equipment, or made up by charging a high cpc on the maintenance. Please reconsider, and allow monthly minimums on the color copiers.

RESPONSE: Vendors will "receive a certain monthly revenue" if they bid a monthly maintenance charge as directed on the Cost Sheets. Due to the high cost of color copies, it is felt to be in the best interest of the State to pay only for those copies actually made. An allowance is included for monochrome copiers, set at half the volume from the previous contract, to retain the ease of the use of the contract, while setting more realistic volumes for usage.

39. Can a vendor bid more than one model per band?

RESPONSE: Yes, but only one manufacturer's machine will be awarded per band.

40. Will purchase and rental be awarded separately?

RESPONSE: No. Per the Summary Cost Sheets, all pricing for a machine will be added together to arrive at a grand total for evaluation. The five machines per band meeting specifications and with the lowest grand total will be awarded.

41. Please provide an estimated unit potential or value that could come out of this contract. Do you have any historical information on how many copiers were purchased or rented off of the current contract?

RESPONSE: See response to Question 1 above.

42. Are we correct in assuming that all of the monochrome and color copiers are to be connected with all charges concerning the connection to be included? The minimum specifications do not indicate this.

RESPONSE: Yes. See specifications 1.12, 2.17, and response to Question 14 above.

43. If the toner for the color copier contract inclusive or non-inclusive of supplies? In section 5.3 indicates that it is not to be included and on the cost sheet there is a per copy including supplies. I think we understand that the per click charge is different from the maintenance and the rental. Is this correct?

RESPONSE: Yes, the purchased machine maintenance and rental machine maintenance, which does not include supplies, are separate from the per click charge which does include supplies.

44. Line item # 10. The director of purchasing may cancel any purchase order/contract upon 30 days written notice the seller. What would be some examples of circumstances when the director of purchasing would cancel a purchase order or contract?

RESPONSE: An example would be an office that is closing and the agency has no other location to move the machine to.

45. Contract does not address add-on equipment for existing rental units. Is it the State's intention to make new accessory placements conterminous? The financial risk to the vendor is very high if there are NO provisions within the contract.

RESPONSE: See response to Question 13.

46. The RFP makes no specific reference to payment terms by the State. If you refer to West Virginia State Code, it appears that the West Virginia Prompt Payment Law of 1995 is in affect, which allows the State 60 days to pay following the end of the service period. Does this provision apply to rental payments under the new bid? If not, what are the terms?

RESPONSE: (net 30 days aro) Payment to be made within 30 days of receipt of invoice. All payments shall be in arrears.

47. (1.5) Upon review of the term & condition, how does the last sentence; This conditions takes precedence over item number 8 of the purchasing division's General Terms & Conditions printed on the Purchase Order. How are these (2) items related?

Two does not seem to relate to the other.

RESPONSE: This refers to the Purchasing Division's Purchase Order form, not the Request for Quote form. Item number 8 of the Purchasing Division's General Terms & Conditions reads, "CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller." Also see response to questions 5 and 33.

48. (1.14) This condition is confusing! Could the State please provide a clarification and examples on what is required? How are we as vendors going to police this part of the bid? This term & condition of the bid, seems to be directed more to each agency rather than the vendors.

RESPONSE: See response to Question 12 above. This is a prohibition that all agencies must adhere to and the State expects the vendors to honor.

49. (5.1) Up to five machines will be awarded in each volume band. Can a manufacture bid more then (1) unit per band? Is it the State's intention to award to (5) manufactures in each volume band?

RESPONSE: Vendors may bid more than one unit per band, but it is the State's desire to award 5 separate machines from 5 separate manufacturers.

50. (5.1) Paragraph (4), last sentence. Machines bid must meet the minimum mandatory specifications stated for the band being bid to be considered for award. 1.0 General Terms & Conditions. It is not the intent of the State to dictate technical configurations of copiers and printers within any band, but rather to define general needs and allow each contractor to provide a copier within their normal marketing strategies to meet those needs. These two statements are counter diction to each other. Please provide a clarification.

RESPONSE: The reference to "technical configurations" has to do with what accessories the end users choose. The purpose of this contract is to "narrow the field" of available equipment to make ordering of such easier for the agencies.

51. (Band 1) In line item 2.11 (Duplexing) is required on all units. There is no minimum specification indicated for duplexing! Is duplexing required? The financial advantage to the State of WV is to have duplexing in ALL bands.

RESPONSE: Yes, specification 2.11 clearly states so and **auto** duplexing is listed as minimum specifications for all but the smallest of the copiers. This means the machine must have duplex capability, but **auto** duplexing is only required where specified.

52. (Band 1) It would also be a financial advantage to the State of WV to have

electronic sorting as a requirement in all bands. Is it the State's intention to have electronic sorting in band 1?

RESPONSE: Vendors may offer electronic sorting for Band 1, but it is not a minimum, mandatory specification.

53. (Band 1) In line item 2.13 all machines bid must be capable of copying on plain bond paper in both 8 ½ x 11 and 8 ½ x 14. There is no minimum specification indicated for (2) paper sources. Are (2) paper sources required for band 1? It would be a financial advantage to the State of WV to have both sizes available.

RESPONSE: Vendors may offer 2 paper sources for Band 1, but it is not a minimum, mandatory specification.

54. (Band 1) On question number (5) it is the State's intention to have electronic sorting in band 1; It would be a financial advantage to the State of WV to have electronic sorting for both sizes of paper, 8 ½ x 11 and 8 ½ x 14.

RESPONSE: See response to question 52 above.

55. (Bands 2 & 3) The minimum specifications indicate electronic sorting. Since your minimum requirement is to have (2) Paper Sources, 8 ½ x 11 and 8 ½ x 14, would it not be reasonable to have electronic sorting for both sizes? It would be a financial advantage to the State of WV to have electronic sorting for both sizes.

RESPONSE: If the specification lists electronic sorting, the machine must be capable of electronically sorting all paper sources.

56. (Bands 4 & 5) The minimum specifications indicate electronic sorting. Since your minimum requirement is to have (3) Paper Sources, 8 ½ x 11 and 8 ½ x 14, would it not be reasonable to have electronic sorting for both sizes? In some cases, this band unit could have 11 x 17 size as well as the other sizes; it would be a financial advantage to the State of WV to have electronic sorting for all sizes of standard paper.

RESPONSE: See response to question 55 above.

57. (Band 5) The Monthly copy allowance to be included in the monthly maintenance is 32,500 copies. Your minimum specifications call for (3) paper sources of 1,500 sheets. It would be a financial advantage to the State of WV to have 3,000-sheet paper capacity for this band.

RESPONSE: The minimum specification for Band 5, paper capacity is increased to 3,000 sheets.

58. (Bands 6 & 7) The minimum specifications indicate electronic sorting. Since your minimum requirement is to have (4) Paper Sources, 8 ½ x 11 and 8 ½ x 14, would it not be reasonable to have electronic sorting for both sizes? In some cases, this band unit could have 11 x 17 size as well as the other sizes; it would be a financial advantage to the State of WV to have electronic sorting for all sizes of standard paper. The Monthly copy allowance to be included in the monthly maintenance is 40,000 copies. Your minimum specifications call for (4) paper sources of 1,500 sheets. It would be a financial advantage to the State of WV to have 3,000-sheet paper capacity for this band.

RESPONSE: See response to Question 55. The machine must have the capability of electronically sorting all paper sources. The minimum, mandatory paper capacity is increased for Band 6 to 3,000 sheets and Band 7 to 5,000 sheets.

59. (Bands 6 & 7) The Monthly copy allowance to be included in the monthly maintenance is 40,000 copies. Your minimum specifications call for (4) paper sources of 1,500 sheets. It would be a financial advantage to the State of WV to have 6,000-sheet paper capacity for this band.

RESPONSE: See response to Question 58 above.

60. (Summary Cost Sheets) Where does the amount for the non-connected units show for evaluation?

RESPONSE: The cost for non-connected units is not included in the evaluation.

61. (Summary Cost Sheets) If a vendor elects not to or cannot offer payment plans for all categories, 24-month, 36-month, or 48-month plans as well as month maintenance on purchased units; wouldn't that evaluation total be much lower than a vendor who does offer payment plans in all categories?

RESPONSE: Vendors must quote pricing in accordance with the Cost Sheets. A vendor that failed to bid all pricing required would be considered non-responsive and removed from further consideration. This does not prohibit vendors from bidding only on some bands or categories. (Vendor could bid Bands 1, 3 & 5 for Monochrome, or all of the Printer bands and none of the Color bands, etc.)

62. (Monochrome Printers/Band 2) 600 Sheet paper capacity. To allow a more competitive response to this category, would the State consider lowering the paper capacity to 500 sheets?

RESPONSE: The paper capacity for Monochrome Printers, Band 2, is lowered to 500 sheets.

63. (Agreement Addendum , Attachment III)Line item 14; Right to Terminate. Agency shall have the right to terminate the agreement upon thirty (30)-days written notice to Vendor. How does this line item compare to line 10 of the General terms & conditions with relationship to the Director of Purchasing may cancel, etc. Please provide a clarification and examples of when an agency can cancel.

RESPONSE: See response to question 5 and 33 above.

64. Please clarify line 15 of the WV96, Addendum III. Does this apply to the entire master agreement/award, or just to individual placements? How is termination/cancellation defined? How does section 1.5, page 2 "Contract Termination", impact or work with the WV-96 provision?

RESPONSE: See response to question 5 above.

65. Please clarify section 2.17. Where does vendor liability end, and Agency responsibility begin, when the unit is to be used for print applications. Will a network drop be provided by the agency?

RESPONSE: A network drop would be considered an infrastructure item that the agency would be responsible for. The vendor would be responsible for the cable or cord to "plug in" the unit to the existing network infrastructure.

66. Is there a reason why this contract is being handled as a RFQ instead of a RFP? You have placed a large emphasis on support capability. How, or will support capability be factored into the award?

RESPONSE: Per 3.1 of the RFQ, statewide coverage for service is a mandatory requirement. Vendors are to provide documentation supporting their claim to provide such coverage. Failure to provide adequate documentation or documentation that does not support compliance with the specification will be grounds for disqualification. The State reserves the right to request clarification of any documentation submitted with the bid during the evaluation process.

67. Please give an example clarifying the award calculation for Color Copiers, Section 5.3, page 13.

RESPONSE: See attached example. Vendors should be careful to include and indicate any reduction to costs for warranty when completing the summary cost sheets for all machines bid in all categories where applicable.

68. What is the intent of Section 5.1, paragraph 2? Equipment, regardless of who the manufacturer of Digital Copiers today is somewhat generic. Your equipment bid specifications actually ensure that they are at least equal. Why would you limit or

exclude vendors simply because they market the same product. Aren't the field support, connectivity support, and administration of the contract the key factors that the end user agency will be most impacted or interested in?

RESPONSE: See response to question 32 above. If the vendor asking this question is a reseller, they are strongly urged to contact the manufacturer to be included as a reseller under any contract awarded to the manufacturer.

State of West Virginia Konica Minolta Authorized Servicing Dealers

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**COST SHEET
MONOCHROME COPIERS
BAND 3**

BRAND NAME: Minolta

MODEL#: 3010

MINIMUM SPECIFICATIONS:

mfg. copy volume 30,000/month

copy speed 30cpm

Features:

1,000 sheet capacity

2 pager sources

auto document feeder

auto duplexing

electronic sorting or

finisher/sorter

SPECIFICATIONS OF MACHINE BID:

135,000 / month

30 cpm

1250

3

Yes

Yes

Yes

(Include item/model #s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ 4332.02

(Amount to be deducted if ordering as a non-connected machine \$ 301.50)

Maintenance/month for purchased machines \$ 93.00

24 month Rental \$ 291.40 /month

(Amount to be deducted if ordering as a non-connected machine \$ 13.80)

36 month Rental \$ 231.20 /month

(Amount to be deducted if ordering as a non-connected machine \$ 9.61)

48 month Rental \$ 201.30 /month

(Amount to be deducted if ordering as a non-connected machine \$ 7.53)

Warranty 90 day (duration) **Reduction** to monthly maintenance and rental price during warranty:

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn

maintenance for purchased machines 0 /mn

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 15,000 copies/month.

Per copy overage charge for copies in excess of 15,000 copies/month \$.015 /ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they

KONICA MINOLTA ACCESSORY PRICING									
MODEL	ITEM	ITEM NO.	CUST. PRICE	MAINT./MN	RENTAL COSTS PER TERM				
					24 MOS.	36 MOS.	48 MOS.		
3010	PF-124 Paper Feed Unit	4348-512	\$721.23		\$33.03	\$23.01	\$18.03		
3010	PF-210 Paper Drawer w/Universal Paper Tray	4348-412	\$1,030.59	\$3.00	\$47.20	\$32.88	\$25.76		
3010	PF-122 Large Capacity Cassette - Letter Only	4348-713	\$1,030.59	\$3.00	\$47.20	\$32.88	\$25.76		
3010	FN-117 Basic Finisher	4349-612	\$1,366.05	\$4.00	\$62.56	\$43.58	\$34.15		
3010	PK-6 Punch Kit For FN-117	4512-612	\$451.00		\$20.66	\$14.39	\$11.28		
3010	SK-1 Saddle Kit For FN-117	4511-612	\$1,159.18	\$4.00	\$53.09	\$36.98	\$28.98		
3010	MK-1 Mailbin Kit For FN-117	4510-612	\$903.86		\$41.40	\$28.83	\$22.60		
3010	AK-1 Additional Bin Unit	4625-202	\$39.14		\$1.79	\$1.25	\$0.98		
3010	JS-203 Job Separator	4347-612	\$128.59		\$5.89	\$4.10	\$3.21		
3010	M32-4 32Mb Memory	4388-604	\$117.41		\$5.38	\$3.75	\$2.94		
3010	M64-2 64Mb Memory	4388-605	\$231.09		\$10.58	\$7.37	\$5.78		
3010	M128-3 128Mb Memory	4388-608	\$309.36		\$14.17	\$9.87	\$7.73		
3010	Pi-3505e Embedded Print Controller	4513-612	\$516.23		\$23.64	\$16.47	\$12.91		
3010	Post Script Upgrade For Pi-3505e Controller	4513-712	\$851.68		\$39.01	\$27.17	\$21.29		
3010	SU-2 Scan Unit	4514-612	\$411.86		\$18.86	\$13.14	\$10.30		
3010	SU-3 Scan Unit / Internet Fax	4388-602	\$1,416.36	\$4.00	\$64.87	\$45.18	\$35.41		
3010	NC-4 Network Interface Card - NIC	4388-608	\$309.36		\$14.17	\$9.87	\$7.73		
3010	HDD-6 Hard Disk Drive	4599-172	\$419.32		\$19.20	\$13.38	\$10.48		
	Tesco Surge Protector		\$104.83		\$4.80	\$3.34	\$2.62		

**COST SHEET
COLOR COPIERS
BAND 1**

BRAND NAME: Konica Minolta
MODEL#: Bizhub C350

MINIMUM SPECIFICATIONS:

mfg. copy volume 10,000/month
copy speed 3cpm
Features:
250 sheet paper capacity
bypass tray
auto document feeder

SPECIFICATIONS OF MACHINE BID:

100,000
22 cpm color 35 cpm black & white
250 & 500 = 750
Yes 150
Yes

(Include item/model #s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ 8243.47
(Amount to be deducted if ordering as a non-connected machine \$ 0)

Maintenance/month for purchased machines \$ 0

24 month Rental \$ 377.55 /month
(Amount to be deducted if ordering as a non-connected machine \$ 0)

36 month Rental \$ 262.97 /month
(Amount to be deducted if ordering as a non-connected machine \$ 0)

48 month Rental \$ 206.08 /month
(Amount to be deducted if ordering as a non-connected machine \$ 0)

Warranty 90 day (duration) Reduction to monthly rental price during warranty:
24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn
Maintenance for purchased machines shall be at no cost during the warranty period.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copies per click.

Color Copies \$.0555 /ea Monochrome Copies \$.0105 /ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they wish to include in the contract.

Accessory	Model#	Purchase	Maintenance/month	Rental/month
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KONICA MINOLTA ACCESSORY PRICING

MODEL	ITEM	ITEM NO.	CUST. PRICE	MAINT./MIN	RENTAL COSTS PER TERM		
					24 MOS.	36 MOS.	48 MOS.
C350	PC-101 Paper Feed Unit	4348-112	\$913.18		\$41.82	\$29.13	\$22.83
C350	PC-201 Paper Feed Unit	4348-313	\$1,192.73	\$4.00	\$54.63	\$38.05	\$29.82
C350	PC-401 Paper Feed Unit	4348-313	\$1,407.05	\$4.00	\$64.44	\$44.88	\$35.18
C350	FS-601 Booklet Finisher	4583-812	\$3,354.55	\$9.00	\$153.64	\$107.01	\$83.86
C350	AD-501 Duplex Unit (band 2)	4535-611	\$512.50		\$23.47	\$16.35	\$12.81
C350	PK-501 Punch Kit Unit	4614-452	\$587.05		\$26.89	\$18.73	\$14.68
C350	FS-501 Staple Finisher	4684-712	\$1,770.45	\$5.00	\$81.09	\$56.48	\$44.26
C350	IC-401 Image Controller	4536-612	\$4,565.91	\$13.00	\$209.12	\$145.65	\$114.15
C350	VI-501 Video I/F Kit	4342-812	\$307.50		\$14.08	\$9.81	\$7.69
C350	HD-501 Hard Disk Drive	4599-301	\$465.91		\$21.34	\$14.86	\$11.65
C350	EK-501 Parallel I/F Kit	4599-311	\$167.73		\$7.68	\$5.35	\$4.19
C350	JS-601 Option Tray	4655-712	\$246.00		\$11.27	\$7.85	\$6.15
C350	DK-501 Desk	4348-001	\$184.50		\$8.45	\$5.89	\$4.61
C350	ED-100 Densitometer (C350)	7640-0001-86	\$1,118.18	\$3.00	\$51.21	\$35.67	\$27.95
C350	Color Profiler Kit (C350)	7640-0007-47	\$2,422.73	\$7.00	\$110.96	\$77.29	\$60.57
C350	Doc Builder Pro	7640-0001-87	\$3,634.09	\$10.00	\$166.44	\$115.93	\$90.85
C350	128 Mb Memory Upgrade for IC-401	7640-0001-90	\$119.27		\$5.46	\$3.80	\$2.98
C350	Mechanical Counter	4623-401	\$33.55		\$1.54	\$1.07	\$0.84
	Tesco Surge Protector		\$104.83		\$4.80	\$3.34	\$2.62

**COST SHEET
COLOR COPIERS
BAND 4**

BRAND NAME: Minolta
MODEL#: 3102

MINIMUM SPECIFICATIONS:

mfg copy volume 40,000/month

copy speed 31cpm

Features:

1,000 sheet paper capacity

3 paper sources

auto duplexing

auto document feeder

electronic sorting or finisher/sorter
(indicate sheets)

SPECIFICATIONS OF MACHINE BID:

60,000

31

1750

4

Yes

Yes

(Include item/model #s for any accessory included
in the base machine if needed for ordering)

PRICING:

Purchase price \$ 9969.00

(Amount to be deducted if ordering as a non-connected machine \$ 440.00)

Maintenance/month for purchased machines \$ 0

24 month Rental \$ 456.68 /month

(Amount to be deducted if ordering as a non-connected machine \$ 20.15)

36 month Rental \$ 318.01 /month

(Amount to be deducted if ordering as a non-connected machine \$ 14.03)

48 month Rental \$ 249.22 /month

(Amount to be deducted if ordering as a non-connected machine \$ 11.00)

Warranty 90 days (duration) Reduction to monthly rental price during warranty:

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn

Maintenance for purchased machines shall be at no cost during the warranty period.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copies per click.

Color Copies \$.0645 /ea

Monochrome Copies \$.0155 /ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they wish to include in the contract.

KONICA MINOLTA ACCESSORY PRICING

MODEL	ITEM	ITEM NO.	CUST. PRICE	MAINT./MN	RENTAL COSTS PER TERM		
					24 MOS.	36 MOS.	48 MOS.
3102	Memory Upgrade 256 MB	7640-0001-92	\$154.68		\$7.08	\$4.93	\$3.87
3102	Scanner (8020/8031) (1)	960821	\$2,515.91	\$7.00	\$115.23	\$80.26	\$62.90
3102	Scanner Rack (DK-232) (1,6)	960822	\$230.63		\$10.56	\$7.36	\$5.77
3102	OC-2 Platen Cover	4623-351	\$72.68		\$3.33	\$2.32	\$1.82
3102	Drawer Base w/LCT PF-121 (2,500 sheets)	4659-812	\$1,192.73		\$54.63	\$38.05	\$29.82
3102	Stapler Finisher (FN-116)	4684-812	\$1,578.50		\$72.30	\$50.35	\$39.46
3102	JS-100 Option Tray	4655-612	\$197.55		\$9.05	\$6.30	\$4.94
3102	Booklet Finisher (FN-8)	4583-612	\$2,508.45	\$7.00	\$114.89	\$80.02	\$62.71
3102	Punch Unit for FN-8 (PK-4)	4614-432	\$415.59		\$19.03	\$13.26	\$10.39
3102	Hard Disk Drive (HDD-5)(10GB)	7640-0001-89	\$288.86		\$13.23	\$9.21	\$7.22
3102	CN-3101e Print Controller (embedded PCL)	4334-612	\$1,638.14	\$5.00	\$75.03	\$52.26	\$40.95
3102	CN-3102e X3e+ Print Controller (embedded-Fiery)	4336-812	\$4,588.27	\$13.00	\$210.14	\$146.37	\$114.71
3102	Memory Upgrade 128 MB for CN-3102e Fiery X3e+	7640-0001-90	\$123.00		\$5.63	\$3.92	\$3.08
3102	DocBuilder Pro w/Dongle Kit (CN-3102e X3e+)	7640-0001-87	\$2,899.82	\$8.00	\$132.81	\$92.50	\$72.50
3102	Densitometer for (CN-3102e X3e+)	7640-0001-86	\$928.09		\$42.51	\$29.61	\$23.20
3102	Color Profile Kit (X3e+)	960238	\$1,817.05		\$83.22	\$57.96	\$45.43
3102	Fiery S300 Print Controller	960837	\$23,761.36	\$64.00	\$1,088.27	\$757.99	\$594.03
3102	Graphics Arts Kit (S300)	960921	\$6,056.82	\$17.00	\$277.40	\$193.21	\$151.42
3102	FACI Kit (S300)	960922	\$3,144.89	\$9.00	\$144.04	\$100.32	\$78.62
3102	GFACI Kit Stand (S300)	960919	\$810.68		\$37.13	\$25.86	\$20.27
3102	Key Counter Kit	4179-X002	\$124.86		\$5.72	\$3.98	\$3.12
3102	I/F Kit P	4342-612	\$294.45		\$13.49	\$9.39	\$7.36
3102	PF-118 - 500 Sheet Universal Cassette	4658-612	\$462.18		\$21.17	\$14.74	\$11.55
3102	Mechanical Counter	4623-401	\$33.55		\$1.54	\$1.07	\$0.84
	Tesco Surge Protector		\$104.83		\$4.80	\$3.34	\$2.62

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: KOMAX BUSINESS SYSTEMS

Signed: Bob Maxwell

Title: PARTNER / GENERAL MANAGER

Date: 4/27/04

