

**DIGCOP09  
SPECIFICATIONS**

Request for Quotation – DIGCOP09  
Digital & Color Copier Purchases & Rentals

**I. General Terms and Conditions**

**A. Description of Services**

The purpose of the RFQ is to establish a contract for the purchase and/or rental of multi-function monochrome digital copiers and small color copiers. The resultant contract will provide digital copiers 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 being available within each band. It is not the intent of the State to dictate technical configurations of copiers 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.

In order to assure the availability of required moving services, the State has been divided geographically into four regions as follows:

Region I: Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Ritchie, Gilmer, Pleasants, Calhoun, Wirt, Wood, and Tyler Counties;

Region II: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson Counties;

Region III: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston Counties; and

Region IV: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe Counties.

Vendors may bid on one or more regions at their discretion based on their ability to adequately serve specified regions and may represent multiple manufactures. **It is the intention of the Purchasing Division to issue a contract to every qualifying vendor for each of the four geographical areas identified in this RFQ.** Agencies requiring copier purchase/rental services shall contact all vendors awarded contracts for their specific region to obtain a price quote based on the base price of the copier, all required options, supplies and maintenance. The vendor providing the lowest price quote shall receive the agency purchase release order. **Monthly rental fees, copy allowances, other supply and maintenance costs shall remain firm for the life of the purchase order**

release. Pricing shall also be inclusive of shipping, delivery, installation, and training.

**B. Minimum Qualification Experience**

Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be authorized manufacturer representatives. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be offered in each band. It is preferred that evidence of experience and manufacturer sales and service authorization be submitted with the bid. Failure to provide required information when requested by the Purchasing Division shall result in disqualification of the bid.

**C. 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. Vendors should provide with their bid a list of all sub contractors that includes the equipment they will be providing and/or servicing and the areas of the State they will provide coverage for. List of subcontractors must be provided prior to award. Failure to provide the required documentation within the time indicated shall be grounds for disqualification of the Vendor's bid.

**D. Manufacturer Accessory Listing Requirements**

Vendors shall provide a listing of all possible accessories available for all machines that may be offered during the life of the contract by band, by manufacturer on the attached Accessory Listing form. It is preferred that the Accessory Listing be provided with the bid. Failure to provide the required documentation within the time indicated shall be grounds for disqualification of the Vendor's bid.

**E. 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 extension 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.

#### **F. 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.

#### **G. Non-Appropriation of Funds**

If the Agency is not allotted funds in any succeeding 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 with thirty (30) days prior written notice at the end of the affected current fiscal period without further charge or penalty.

#### **H. 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.

#### **I. Usage Report**

Vendor is to provide a six (6) 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. Submit to: [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov)

#### **J. 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.

**K. 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 or upon written request by the Purchasing Division by the established deadline, the bid shall be disqualified.**

**L. 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. **No extra payment shall be made for delivery of any kind.**

**M. Installation and Removal Charges**

All machines placed in conjunction with this contract shall be installed and removed free of charge. This applies to all situations or de-installations.

**N. 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 coverage 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.

**O. 90 Copies or More Per Minute Prohibition**

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.

**II. EQUIPMENT REQUIREMENTS (including Monochrome and Black/Combination Copiers)**

**A.** All copiers provided under this contract shall be digital equipment. Analog models will not be accepted.

All copiers must be capable of reproducing General office correspondence, reports, and bound documents.

All copiers must be able to reproduce 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 & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or B&W), solid lines and grids, solids and reverse video graphic effects (white letters on black background), graduated gray-scale tones.

All copiers must be capable of automatically selecting the proper paper size in respect to the original being copied.

All copiers must have the ability to be set for reduction and enlargement in 1% increments.

A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multi-copy capability) may be counted as meeting the minimum paper source specification. However, a sheet bypass (single, hand-fed sheets) shall not meet the minimum paper source specifications.

All copiers and accessories quoted must have a manufacturing status of new.

Any convenience, performance or safety-related retrofits that may be mandated by the vendor or manufacturer must be installed at no additional cost on copiers placed in service resulting from a contract. Features must be installed within 90 days after it becomes available to the public.

**B. 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.

**C. Equipment Availability**

Copiers offered must be in production and available for sale at time of submitted quote.

**D. Published Specifications**

All equipment offered must have published copy volumes per month and copies per minute. **Vendors must provide a copy of the published page (BLI, etc.) for the machine being quoted to the agency. Vendors must provide the agency published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which includes copy volumes per month, copies/minute data, available memory, paper sources and paper capacity as a part of the agency bidding process. Vendor shall highlight all standard features on their product brochure, per band, per machine bid. If the vendor fails to provide the documentation with their bid, it must be provided within the deadline indicated by the agency. Failure to provide the required documentation within the time indicated may be grounds for disqualification of the vendor's bid.**

**E. 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. **All parts SHALL be new.**

**F. Energy Star Compliant**

All machines placed must be Energy Star Compliant and all copiers shall be installed with energy saving features enabled.

**G. Scan Charges**

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

**H. 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

**I. 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 copier/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

**J. Duplexing**

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

**K. Paper Capacity**

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

**L. Paper Requirement**

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

**M. Specific Machine Requirements**

**Vendor must respond to specific machine requirements provided by the agency on the Cost Quote form (see samples included).** 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 by the agency.

**N. 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.**

**O. 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.

**P. 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.

Vendor's equipment must be capable of connecting to an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system.

**Q. Firmware**



Firmware (which is sometimes referred to as software) is those items which are considered tools or components added to a machine, and the license is provided with the Copier, by the Contractor. This type of firmware is usually pre-installed or downloaded during machine set up. The typical firmware supports scanning, faxing, printing functions and security options. Print drives are normally downloaded from the manufacturer web site. Vendors shall list each common firmware item that is offered by their brand of copiers and is available on most of the individual models with a brief description of the firmware's functions and why these items shall be included in the resultant price.

All stored information must be secure and unreadable whenever a machine is removed from service. The Over-Write-Type firmware and replacement hard drives should be listed on the Cost Sheets. Vendors should have programs that A) remove a hard drive and install a new hard drive with the customer disposing or keeping the old hard drive; B) remove a hard drive for the customer's IT Technician to wipe clean and the Vendor to reinstall the old hard drive in the old machine that is being taken out of service and picked up; and C) remove the old hard drive, install a new hard drive, and maintain the chain of custody of the old hard drive through the cycle of Vendor disposal with a certificate of destruction (shredding) provided to the Agency.

### **III. SERVICE AND MAINTENANCE**

#### **A. Full Service Requirement**

All vendors are required to have a service organization with the ability to provide on site maintenance for all machines awarded by band, by region. 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 purchased 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. Maintenance on purchased machines shall be at no cost during the warranty period.

#### **B. 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 copies. 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.

**C. 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.**

**D. 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.

**E. Maintenance Requirements**

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. A preventative maintenance schedule 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.

Time and materials on a 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.

**F. Loaner Units**

Loaner units shall be provided for rentals and machines under a maintenance contract, at no charge, if the agency's copier is estimated to be down to 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.

**G. 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. Service must be provided during normal working hours (8:00 am to 5:00 pm EST), Monday through Friday, with the exception of State holidays.

#### **H. 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 included 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.

#### **I. 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.

#### **J. 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.

#### **K. 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.)

### **IV. BIDDING & ORDERING PROCEDURE**

**A.** At the time of need, agencies shall review the minimum specification requirements for copier bands and accessory options to determine the appropriate band and options required. Agencies shall be required to contact all vendors awarded contracts in the appropriate region for the copier band desired to obtain cost quotes at the time of need. Agencies will be required to utilize the appropriate cost quote and accessory option forms for the selected copier band which must be mailed or faxed to awarded vendors per region.

Vendors shall complete all required specification and price information and submit quotes to the agency within three (3) business days from receipt. Vendors who fail to provide cost quotes in the required time frame will be disqualified.

**B. Authorizing Documentation**

Any copier to be networked requires prior approval by the 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.

**C. 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.

**D. 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.

**E. 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.

**F. Financing Purchases**

Purchase pricing shall be firm for one year from the effective date of the contract. Any purchase requiring financing 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. Financing will only be offered for leases of \$100,000.00 or more.

**V. BID SUBMISSION REQUIREMENTS**

Vendors must provide the following information in order to be qualified for contract award.

- 5-Year Experience Information
- Manufacturer Certification
- Subcontractor/Joint Venture Information By Region
- Manufacturer Accessory Option Listing By Band
- Vendor Information Form