



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

Request for Quotation

RFQ NUMBER
5770015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

PURCHASER

Alkon Office Solutions

SHIP TO

DIVISION OF HIGHWAYS
 OFFICE SERVICES DIVISION
 BUILDING 5, ROOM A050
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0430 304-558-0408

DATE PRINTED 04/25/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/16/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	3	LS		015-15		
<p>MULTIFUNCTIONAL DIGITAL IMAGING SYSTEM</p> <p>TO PROVIDE 36 MONTH LEASE/RENTAL, FOR 3 RICOH MODEL MP 1100 OR EQUAL DIGITAL MULTIFUNCTIONAL IMAGING SYSTEM WITH MONTHLY MAINTENANCE, UNLIMITED SERVICE CALLS, ALL PARTS, LABOR AND TONER TO BE INCLUDED, EXCEPT PAPER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MANUFACTURER:..... MODEL #:</p> <p>METER CLICKS SHALL BE COUNTED AS 1 COPY REGARDLESS OF COPY SIZE. OVERAGE CHARGES SHALL BE PER COPY ABOVE 600,000 COPIES PER MONTH FOR ALL THREE MACHINES COMBINED.</p> <p>MONTHLY CHARGES SHALL INCLUDE ALL THREE MACHINES FOR LEASE/RENTAL, MAINTENANCE AND OVERAGE CHARGES.</p> <p>A CHANGE ORDER TO ESTABLISH START DATE WILL BE GENERATED AFTER INSTALLATION AND ACCEPTANCE OF</p>						

RECEIVED
 2007 MAY 16 P 1:10
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Booth Maceum</i>	TELEPHONE 304-757-9699	DATE 5-16-07	
TITLE Major Acct Rep	FEIN 23-033440	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				MACHINES BY DOH.		
				SEE ATTACHED		
				VENDOR PREFERENCE CERTIFICATE		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Beth Maesum</i>	TELEPHONE 304-757-9699	DATE 5-16-07
TITLE Cov. Acct. Rev.	FEIN 23-033440	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(<input type="checkbox"/>) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Beth Marcu</i>	TELEPHONE 304-757-9699	DATE 5-16-07
TITLE <i>Major Acct Rep</i>	FEIN 230334400	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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04/25/2007				

BID OPENING DATE: **05/16/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Ikon Office Solutions</u></p> <p>DATE: <u>5-16-07</u></p> <p>SIGNED: <u>Bith Mausum</u></p> <p>TITLE: <u>Major Aact Executive</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Bith Mausum</u>	TELEPHONE <u>304-757-9699</u>	DATE <u>5-16-07</u>
TITLE <u>Major Aact Executive</u>	FEIN <u>23-0334400</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 5770015</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-757-7840 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Beth Marcum -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Beth Marcum</i>	304-757-9699	5-14-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Major Acct Executive	23-0334400	

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 5770015 ***** TOTAL:						

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SIGNATURE <i>Beth Mae</i>	TELEPHONE 304-757-9699	DATE 5-16-07
TITLE MAE	FEIN 23-0334400	ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATIONS

- MACHINE TYPE: CONSOLE
- RESOLUTION: 1200dpi
- DOCUMENT FEEDER: RADF FOR 100 SHEETS UP TO 11 X 17 ORIGINALS
- DUPLEX: UNLIMITED (5.5 X 11 TO 11 X 17)
- MAXIMUM COPY SIZE: 11 X 17 (LEDGER)
- MINIMUM COPY SIZE: 5.5 X 8.5
- COPY SPEED : 105cpm, LETTER SIZE
- MAGNIFICATION REDUCTION / ENLARGEMENT 25%TO 400% INCREMENTS OF 1%
- MINIMUM PAPER CAPACITY SUPPLY : 7,000 SHEETS OF 20-WT. OR GREATER. VARIOUS SIZES 5.5 X 8.5 TO 11 X 17
 (NOTE) : HALF OF THE PAPER CAPACITY SUPPLY TO ACCOMMODATE 11 X 17, 20-WT AT ONE TIME.
 (ALSO NOTE) LARGE SIZE CAPACITY PAPER TRAYS WILL BE NECESSARY.
- MULTIPLE COPIES : 1 TO 9999
- PAPER WEIGHTS : 17-LB TO 110-WT
- AUTO PAPER TRAY SWITCHING
- MULTI-BYPASS TRAY: 500 SHEETS OF 8.5 X 11 TO 11 X 17
- SECURITY FEATURES: USER AUTHENTICATION, DATA OVERWRITE SECURITY
- SYSTEM, ENCYPTED ADDRESS BOOK , UNAUTHORIZED COPY CONTROL (RPCS DRIVER)
- POWER REQUIREMENTS : 208 – 240V, 50 /60 Hz 20A

FINISHER

- RECEIVING PAPER TRAY : SORTER / STACKER 3000 SHEET CAPACITY
- STAPLER: 100 SHEET CAPACITY OF LETTER SIZE.
- STAPLER POSITION : 1 – ANY CORNER & 2 – SIDE MARGIN

AUTOMATIC DOCUMENT FEEDER

- ACCEPTABLE ORIGINALS : STATEMENT)9 X 11) TO 11 X 17 (LEDGER)
- SCANNING SPEED : AT LEAST 80-CPM ON LETTER SIZE ORIGINALS.
- CAPACITY : 100 PAGES, ALL ACCEPTABLES SIZES, OF 20-LB, PAPER.
- PAPER WEIGHTS: 13-LB TO 110-LB, INDEX.
- HDD : 100GB STORAGE.

PRINTER MODULE

- MAXIMUM SPEED / RESOLUTION : 105, 1200 dpi
- MEMORY : 512MB RAM MINIMUM.
- PRINTER LANGUAGES : PLC5e, PLC6, RPCS (STANDARD)
- INTERFACE : ETHERNET R145-45 : 100 BASE – TX/ 10BASE-T, USB 2.0
- DRIVERS : STANDARD : PCL5e, PCL6, RPCS
- MIB SUPPORT : STANDARD : MBI-II, HOST RESOURCE, PRINTER

MIB

- NETWORK SUPPORT: WINDOWS 9x/ME/NT 4.0/2000/XP/SERVER 2003; NOVELL NETWARE 3,12,3.2, 4.1, 4.11, 5.0 UNIX SUN SOLARIS 2, 6, 7, 8, 9; HP-U 10.X11X; SCO OPEN SERVER 5.0.6; REDHAT LINUX 6.X/7.X8.X; IBM AIX V4.3, 5LVS. 1; MAC OS 8.6- 9.2. (OSX CLASSIC) MAC OS 10.1 OR LATER.

- NETWORK PROTOCOL: TCP/IP, IPX/SPX, SMB, ETHERTALK (AUTO SWITCHING)

SCANNER MODULE

- SCAN SPEED: 80 IMAGES PER MINUTE OF LETTER SIZE, AT 200dpi OR GREATER

- IMAGING; OPTIONAL RESOLUTION: 100-600 dpi OUTPUT FORMAT; TIFF (MULTI/SINGLE), JPEG, PDF, (MULTI/SINGLE) , HIGH-COMPRESSION PDF

- SPECIAL FEATURES: SCAN TO E-mail , SCAN TO FOLDER, SIMULTANEOUS SCAN- TO – E-mail, LDAP SUPPORT.

STANDARD UTILITIES: WEB BASE, CLIENT AND ADMINISTRATIVE APPLICATION.

EVALUATION AND AWARD SHALL BE BASED ON A 36 MONTH LEASE TOTAL COST INCLUDING THE MONTHLY LEASE RATE, MONTHLY MAINTENANCE RATE AND ESTIMATED OVERAGE OF 2000 COPIES PER MACHINE PER MONTH. AGENCY ESTIMATED COPY VOLUME IS 200,000 PER COPIER, PER MONTH. METER READINGS ARE TO BE COMBINED ON ALL THREE COPIERS FOR A TOTAL OF 600,000 COPIES PER MONTH.

BID SCHEDULE FOR 36 MONTH LEASE

ESTIMATED USAGE - 600,000 COPIES PER MONTH

QUANTITY

3	- MONTHLY COPIER LEASE CHARGE	\$ <u>3160.00</u> EA. - Total
3	- *MONTHLY MAINTENANCE CHARGE	\$ <u>2700.⁰⁰</u> EA.

MONTHLY COPY ALLOWANCE 600,000 COPIES PER MONTH.

EXCESS COPY CHARGE \$.0045 EA.

*MAINTENANCE SHALL INCLUDE ALL PARTS, LABOR, AND SUPPLIES EXCEPT PAPER.

SERVICE

SUCCESSFUL VENDOR MUST HAVE A MINIMUM OF TWO FACTORY TRAINED TECHNICIANS. PROOF OF CERTIFICATION REQUIRED PRIOR TO AWARD.

(14- Service Technicians)
2- Professional Services Analysts

LOCATION OF SERVICE FACILITY AND PHONE NUMBER

3006 Mt Vernon Rd, Hurricane W.V. 304-257-9699

RESPONSE TIME TO SERVICE CALL (STATED IN HOURS)

(Phone - 1-hour) - (On-Site 4-Hours)

AGENCY EXPECTS SERVICE TECH'S REPLY TO SERVICE CALLS WITHIN 4-HOURS BY PHONE, AND WITHIN 8 HOURS IN PERSON OF INITIAL SERVICE CALL. IF PARTS ARE NEEDED TO BE ORDERED THAT ARE NOT IN THE POSSESSION OF THE LOCAL VENDER OR SERVICE TECH'S POSSESSION THE COMPANY OR SERVICE TECH WILL BE REQUIRED TO ARRANGE FOR THE PART OR PARTS TO BE DELIVERED DIRECTLY TO OUR AGENCY, WHEN THE PART OR PARTS ARE RECEIVED AT OUR LOCATION WE WILL IN TURN CALL THE COMPANY OR TECH. WE EXPECT A TECH WITHIN 4 HOURS TO INSTALL SAID PART OR PARTS.

DELIVERY

EQUIPMENT MUST BE DELIVERED, INSTALLED AND IN GOOD WORKING ORDER IN THE BASEMENT OF BUILDING #5, ROOM A-011 IN THE STATE CAPITOL COMPLEX.

CONTACT - BILL PERRY 304-558-9254

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
OFFICE SERVICES DIVISION, BLDG., #5, A-050
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV 25304-0430



3006 Mount Vernon Road
Hurricane, WV 25526

**Division of Highways
Office Services Division
Building 5, Room A050
1900 Kanawha Boulevard, East
Charleston, WV 25305**

Ricoh 1100 Digital B/W-Copier/Printer/Scanner

110 B/W copies a minute
Scans 80 images per minute B/W and Color
Auto Document Feeder
Multi-By Pass Tray
Large Capacity Tray RT-5010
Staple Finisher SR 5000
Network Printer/Scanner 1350
Data Overwrite Security System (DOSS)
Copy Data Security

36 Month Lease - \$1053.333 per machine

Total for 3 machines - \$3,160.00

Maintenance: \$900.00 per machine (200,000)

Group total: 600,000 prints \$2,700.00 (overages .0045)

IKON Complete Care Maintenance:

This Complete Care Maintenance will include all service checks, all preventative maintenance calls, all intervening service calls, all replacement parts, all service labor, all toner, and staples.



3006 Mount Vernon Road
Hurricane, WV 25526

**Division of Highways
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Building 5, Room A050
1900 Kanawha Boulevard, East
Charleston, WV 25305**

Ricoh 1100 Digital B/W-Copier/Printer/Scanner

110 B/W copies a minute
Scans 80 images per minute B/W and Color
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Multi-By Pass Tray
Large Capacity Tray RT-5010
Staple Finisher SR 5000
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Data Overwrite Security System (DOSS)
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IKON Complete Care Maintenance:

This Complete Care Maintenance will include all service checks, all preventative maintenance calls, all intervening service calls, all replacement parts, all service labor, all toner, and staples.

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. **RECOURPMENT** - 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**

Pending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: IKON Office Solutions

Signed: J Kelly Dayberry

Title: Area VP

Date: 5-16-07

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association; limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: IKON Office Solutions

Authorized Signature: J. Kelly Daugherty Date: 5-16-07