

# State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 133021

Doc Description: Addendum 1 LEASE - 2 PRINTER/PLOTTER COPIER

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitatio	n No	Version
2015-10-22	2015-11-04 13:30:00	CRFQ	0803 DOT1600000029	2

**BID RECEIVING LOCATION** 

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

WV .

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Charleston Blueprint, Inc. 1203 Virginia Street East Charleston, WV 25301 1-304-343-1063

> 11/04/15 10:04:25 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802

misty.m.delong@wv.gov

Signature X

FEIN # 55-0691159

DATE November 2, 2015

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

Addendum Number 1 - To attach responses to vendor questions. No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

	SHIP TO			
DIVISION OF HIGHWAYS RIGHT OF WAY 1900 KANAWHA BLVD E, BLDG 5 RM A618		DIVISION OF HIGHWAYS RIGHT OF WAY  1900 KANAWHA BLVD E, BLDG 5 RM A618		
WV25305-0430	CHARLESTON	WV 25305-0430		
		DIVISION OF HIGHWAYS RIGHT OF WAY LDG 5 RM A618 1900 KANAWHA BLVD E,		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	36 MONTH LEASE PRINTER/PLOTTER, COPIER,	0.00000	EA		See attached

Comm Code	Manufacturer	Specification	Model #	
43212107	Oce	Production Engineering Printer-Copier-S	Scanner	PlotWave750

#### **Extended Description:**

36 MONTH TERMS LEASE FOR PRODUCTIVE LARGE FORMAT BLACK & WHITE PRINTER/PLOTTER, COPIER, SCAN SYSTEM WITH COLOR SCANNING FOR A 36 MONTH TERMS LEASE WHICH INCLUDES 12,000 SQ.FT. PER MONTH AND ALL SERVICE AND MAINTENANCE COST.

If submitting a bid online enter total bid in the Oasis commodity line. Vendor must enter pricing in the attached excel pricing page. Pricing entered in the Oasis Commodity line will not be evaluated.

# SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date	
1	Technical Questions Due	2015-10-19	

	Document Phase	Document Description	Page 3
DOT1600000029	Final	Addendum 1 LEASE - 2 PRINTER/P	of 3
		LOTTER COPIER	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 133021

Doc Description: LEASE - 2 PRINTER/PLOTTER COPIER

Proc Type: Central Purchase Order

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2015-10-06	2015-11-04 13:30:00	CRFQ 0803 DOT1600000029	1

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**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

Charleston Blueprint, Inc. 1203 Virginia Street East Charleston, WV 25301 1-304-343-1063

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature X

FEIN# 55-0691159

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CHARLESTON	WV25305-0430	CHARLESTON	WV 25305-0430
US		us	

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1	36 MONTH LEASE PRINTER/PLOTTER, COPIER,	0.00000	EA		See attached

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#### **Extended Description:**

36 MONTH TERMS LEASE FOR PRODUCTIVE LARGE FORMAT BLACK & WHITE PRINTER/PLOTTER, COPIER, SCAN SYSTEM WITH COLOR SCANNING FOR A 36 MONTH TERMS LEASE WHICH INCLUDES 12,000 SQ.FT. PER MONTH AND ALL SERVICE AND MAINTENANCE COST.

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	Document Phase	Document Description	Page 3
DOT1600000029	Final	LEASE - 2 PRINTER/PLOTTER COPI ER	of 3

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# **Pricing Page**

# 36 Month Term Lease for System delivered to Destinations No. 1 & 2

(includes 12,000 sq. ft. per month)

(sq. ft. = square feet)

Line No.	Destination	Monthly Cost	Quanity (No. Months)	Line Total			
1	1	\$1,200.00	36	\$43,200.00			
2	2	\$1,200.00	36	\$43,200.00 Line Total			
Line No.	Destination	Overage costs per sq. ft. over 12,000 sq. ft	Quanity (per square ft)				
3	1	\$0.02	1,500	\$31.50			
4	2	\$0.02	1,500	\$31.50			
Line No.	Destination	Toner Cost per Each	Estimated Quanity	Line Total			
5	1	\$275.00	36	\$9,900.00			
6	2	\$275.00	36	\$9,900.00			
Cost for D	estination 1 fo	or full 36 months		\$53,131.50			
Cost for D		\$53,131.50					
Total cost (include c	\$106,263.90						

WV Dept. of Transportation
Division of Highways
Right of Way Division,
Building 5 Room 618
1900 Kanawha Blvd East
Charleston, WV 25305-0430

**Destination 1:** 

#### **Destination 2:**

WV Dept. of Transportation
Division of Highways
Engineering Division,
1334 Smith Street
Charleston, WV 25301

Company Name: Charleston Blueprint, Inc.

Contact Name: Tim Sheldon

Company Address: 1203 Virginia Street East

Charleston, WV 25301

Telephone No.: 304-343-1063

Fax Number: 304-343-1095

Email: chasblue.tim@gmail.com

Sinature

# **Comments on the Pricing Page**

The RFQ indicates that Toner and Paper are not to be included in the lease so I would like to clarify the numbers that I entered into our pricing page.

Toner Cost is \$275.00 which includes two bottles with an approximate 17,250 usage @5% coverage per carton.

Based on the 12,000 sqft requested a carton of toner (2 bottles) should last approximately 5-6 weeks. I went on the low end and estimated one carton per month with the total usage actually less.

The total dollar amount of the **toner** or **overage** <u>should not</u> be considered into the overall price. The spreadsheet automatically totaled these.

Our price for the Equipment with service and maintenance would be \$86,400.00.

The other numbers would be invoiced for actual usage.

**Charleston Blueprint, Inc** 

Z. Sll 11/3/15

Tim Sheldon



# <u>Lease terms for Two Oce PlotWave 750 Engineering Printing-Copying-Scanning</u> Systems for WVDOT

Term of Lease: 36 months @ \$1,200.00/month per machine (Total 36 months x 2 machines = \$86,400.00)

Leasing cost includes base usage of 12,000 sqft per month on each machine. Overage to be billed separately @.021 per sqft per month per machine.

Leasing includes all hardware, delivery, setup, training, patch cables, surge protectors, maintenance and service. (Toner and paper not included in lease rate)

Lease can be extended in 1 year increments after initial 36 month period upon approval of both parties. Location of machines:

1) WV Dept. of Transportation Division of Highways Right of Way Division Building 5, Room 618 1900 Kanawha Blvd. East Charleston, WV 25305-0430  WV Dept. of Transportation Division of Highways Engineering Division 1334 Smith St. Charleston, WV 25301

Tim Sheldon

ZISIL

Charleston Blueprint, Inc.

1203 Virginia Street East

Charleston, WV 25301

304-343-1063

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services" means leasing, service, and maintenance for a 36 month term of the productive large format black & white printer/plotter, copier, scan systems with color scanning that will be performed under this contract as being more fully described in these specifications.
  - 2.2 "Pricing Page" means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - **2.4 "Delivery Destination"** attached as Exhibit A, which shows locations for delivery of each system.
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - **3.1.** Service representatives must be a full time employee of the Vendor or a subcontracted party designated by Vendor in writing.
  - **3.2.** All service representatives must be factory trained technicians.

# 4. MANDATORY REQUIREMENTS:

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

4.1.1 Two (2) Productive large format black & white printer/plotter, copier, scan systems with color scanning, includes 12,000 sq. ft. per month.

#### 4.1.1.1 General Specifications

- a. Configuration: Multifunctional System with Color Scanning and Printer, including drivers and software to allow network printing and printing from Bentleys Iplot Software.
- b. On Screen copy/print/scan preview.
- c. Concurrent one step scan to copy.
- d. Certification: EPA ENERGY STAR

# 4.1.1.2 Minimum Large Format Printer/Plotter Specifications

- a. Must have Electrophotography light emitting diode (LED), organic photoconductor (OPC), closed toner system, and Radiant Fusing technology or better.
- b. Black & white Speed: 9 "D" size/per minute. Note: "D" size = 22 inch X 34 inch (559 mm X 864mm)
- c. Resolution: up to and including 600 X 1200 dpi (dot per inch) or greater.
- d. Minimum: 4 rolls and a minimum of one cut sheet tray.
- e. Maximum paper capacity: Up to 500 feet per roll, minimum 4 rolls
- f. Paper weight: 20-24 pound, minimum
- g. Roll width: 11inch 36 inch
- h. Output delivery: top delivery preferred.
- i. Media type:
  - a. Paper: plain paper, recycled paper, colored paper and transparences.
  - b. Film: Film and Vellum

#### 4.1.1.3 WorkFlow

- a. Description: Concurrent print, copy and scan of single document or sets.
- b. Printer drivers: must be compatible with Bentley Iplot.
- c. Printer license should include all licenses for professional workflow requirements.

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

# 4.1.1.4 Controller Specifications

- a. Controller must be compatible with Microsoft Windows 7 technology
- b. Processor Intel core 2 i5-520M @ 2.39GHz (gigahertz) or equal
- c. Memory 2GB (gigabytes) or better
- d. Hard drive 500 Gb or better
- e. Network Interface: Ethernet 100 Mbits/s (megabits), 1 Gbit/s (gigbit).
- f. Page description language: TIFF (Tagged Image File Format), JPEG (Joint Photographic Experts group), PDF (Portable Document File), HP-GL(Hewlett-Packard Graphics Language), HP-GU2 (Hewlett-Packard Graphics Language 2), DWF (Design Web Format), C4 (JEDMICS Bitmap Image File), Calcomp 906/907/951 (Calcomp Plotter Files), CALS (Continuous Acquisition and Life-cycle Support), NIRS, ASCii (American Standard Code for Information Interchange).
- g. Security: E-shredding (Electronic Data Shredding), IPsec (Internet Protocol Security), HTTPS (Hypertext Transfer Protocol Secure), extended security protection for administrator, audit logging.
- h. Must be able to interpret Adobe PostScript 3/PDF (Portable Document File) files.
- i. Printer license should include all licenses for professional workflow requirements such as scan-to-file capability (color, grayscale, and black & white) and provide features for enhanced productivity like faster scanning speeds as well as instant viewing of scanned files.

#### 4.1.1.5 Scanner Specifications

- a. Description: scanner with color scanning technology.
- b. Scanner Stand.
- c. Scan resolution: Maximum 600 dpi (dots per inch) or better.
- d. Scan speed: Black & white: 2 inch/second, Color: 0.7 inch/second or better.
- e. Minimum Scan format: TIFF (Tagged Image File Format), PDF (Portable Document File), PDF/A (Archival Format of Portable Document File), JPEG (Joint Photographic Experts Group), CALS (Continuous Acquisition and Life-cycle

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

- Support), multi-page PDF, multi-page PDF/A and multi-page TIFF.
- f. Scan image destination: Network Directory via FTP (File Transfer Protocol) or SMB (Server message Block) and on Controller
- g. Original Width: 8 inch 40 inch; length: 8 inch 72 feet; thickness up to .12 of an inch or greater.
- h. Zoom: Scale to standard format: Custom: 10 1000 % (per cent)
- i. Preset modes: Lines, Text, Photo, Grays, Dark Original, Blueprint.
- j. Capability to exit scanned original from top or front and rear outputs.

#### 4.1.1.6 Environmental

a. Power requirements: 100 - 120 Volt, 200-240 Volt; 50/60 Hertz; 20-10 Amps, printing mode, standby mode and sleep mode for power consumption / energy savings.

#### 4.1.2 Lease Terms

- 4.1.2.1 Lease to include all necessary software, drivers, hardware, cables for connection between system components as required, power supply cord and surge protector to connect to existing electrical outlets, and patch cables (Category 6) to allow connection to our existing network jacks located in installation location. Lease to include all service and maintenance cost for number of months listed with a 12 business hour response, with the exception of use items such as toner and paper. Lease will be subject to a 30 day written cancellation clause. Lease shall also include all costs of the installation and network connections, along with the installation of drivers and software for the Bentleys Iplot and for network printing.
- **4.1.2.2** Thirty-Six (36) Month Lease Term must include a minimum of 12,000 square feet per month.

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

- **4.1.2.3** All vendors are required to submit their Lease terms and conditions, with their bids.
- **4.1.2.4** Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

#### 5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page: Vendor must complete the Pricing Page by showing the costs for per month for a 36 month lease that meets the required specifications, includes service and maintenance, and 12,000 square feet per month usage. Vendor must show a price for overage of said 12,000 square feet per month, based upon an amount of 1,500 square feet per month for bidding purposes. Pricing should show total cost for the full fixed firm price for the 36 month term lease. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Note that all monthly lease payments must be in an equal amount for the entire 36 month term.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Misty.M.Delong@wv.gov

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

- 7. **DELIVERY:** Delivery is to be made within 30 calendar days from date of the award of this Contract. Two (2) systems are being ordered as part of this order and are to be delivered to two (2) separate locations as shown hereinafter on Exhibit "A" as Destinations Numbers 1 & 2.
- 8. PAYMENT: Agency shall pay in equal monthly payments, two separate flat monthly fees for each system for the term of the lease, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract, which said separate billing addresses will be provided to winning Vendor upon award of contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 9. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - **10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

#### 11. VENDOR DEFAULT:

- 11.1. The following shall be considered a vendor default under this Contract.
  - 11.1.1.Failure to perform Contract Services in accordance with the requirements contained herein.
  - 11.1.2. Failure to comply with other specifications and requirements contained herein.
  - 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 11.1.4. Failure to remedy deficient performance upon request.
- 11.2. The following remedies shall be available to Agency upon default.
  - 11.2.1. Immediate cancellation of the Contract.
  - 11.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 11.2.3. Any other remedies available in law or equity.

#### 12. MISCELLANEOUS:

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

Contract Manager:	IM SHELDON
Telephone Number	304-561-7965
Fax Number:	304-343-1095
Email Address:	CHASBLUE, TIM @GMAIL, COM

For a 36 month term Lease for two (2) productive large format black & white printer/plotter, copier, scan systems with color scanning, which includes 12,000 sq. ft. per month.

Exhibit "A"

# **Delivery Destination**

Two (2) systems are being ordered as part of this order and are to be delivered to two (2) separate location as shown hereinafter as Destinations Numbers 1 & 2.

# **Destination 1:**

WV Dept. of Transportation Division of Highways Right of Way Division, Building 5 Room 618 1900 Kanawha Blvd East Charleston, WV 25305-0430

#### **Destination 2:**

WV Dept. of Transportation Division of Highways Engineering Division, 1334 Smith Street Charleston, WV 25301

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation
  for bids. Please read these instructions and all documents attached in their entirety. These
  instructions provide critical information about requirements that if overlooked could lead to
  disqualification of a Vendor's bid. All bids must be submitted in accordance with the
  provisions contained in these instructions and the Solicitation. Failure to do so may result in
  disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

	11 5
✓ A pre-bid meeting will not be held price	or to bid opening.
A NON-MANDATORY PRE-BID time:	meeting will be held at the following place and
A MANDATORY PRE-BID meeting	g will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 19, 2015

Submit Questions to: Misty Delong 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Misty.M.Delong@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:	(This only ap	pplies to CRF	P)
Technica	1		
Cost			

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 04, 2015 at 1:30 PM, EST. Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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

- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, womenowned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - **2.2.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - **2.3.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - **2.4.** "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - **2.6.** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - **2.8.** "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.	CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:										
	☐ Term Contract										
	Initial Contract Term: This Contract becomes effective on and extends for a period of										
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.										
	Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.										
	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.										
	Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within										
	One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.										
	Other: See attached.										

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below. Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
	<b>LABOR/MATERIAL PAYMENT BOND:</b> The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
Ven Any bon repl bon	lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the ador may provide certified checks, cashier's checks, or irrevocable letters of credit. It certified check, cashier's check, or irrevocable letter of credit provided in lieu of a d must be of the same amount and delivered on the same schedule as the bond it aces. A letter of credit submitted in lieu of a performance and labor/material payment d will only be allowed for projects under \$100,000. Personal or business checks are acceptable.
	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
	<b>INSURANCE:</b> The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: In the amount of or more.
	Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

		The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
		LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
		The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
(	comply	KERS' COMPENSATION INSURANCE: The apparent successful Vendor shall with laws relating to workers compensation, shall maintain workers' compensation ce when required, and shall furnish proof of workers' compensation insurance upon.
11 11 11 11 11 11 11 11 11 11 11 11 11	protest lowest forfeite purpos needles Purcha check with ar	ATION BOND: The Director reserves the right to require any Vendor that files a of an award to submit a litigation bond in the amount equal to one percent of the bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be d if the hearing officer determines that the protest was filed for frivolous or improper e, including but not limited to, the purpose of harassing, causing unnecessary delay, or as expense for the Agency. All litigation bonds shall be made payable to the sing Division. In lieu of a bond, the protester may submit a cashier's check or certified bayable to the Purchasing Division. Cashier's or certified checks will be deposited ad held by the State Treasurer's office. If it is determined that the protest has not been r frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11.	LIQUI	DATED DAMAGES: Vendor shall pay liquidated damages in the amount of
	for	
		ause shall in no way be considered exclusive and shall not limit the State or Agency's pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/orivacy/delault.html.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

- against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40.					-			Agency box belo		the	Purchasir	ng Division	ı with	the
Such reports as the Agency and/or the Purchasing Division reports may include, but are not limited to, quantities purchas contract, total contract expenditures by agency, etc.														

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gev">purchasing.requisitions@wv.gev</a>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

#### CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CHARLESTON BLUEPRINT, INC.

(Company)

Tim Sheudon Sales MGR.

(Authorized Signature) (Representative Name, Title)

M) 304-561-7965 F) 304-343-1095 November 2, 2015

(Phone Number) (Fax Number) (Date)

# ATTACHMENT A

# SOLICITATION NUMBER: CRFQ DOT1600000029 Addendum Number: 1

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

Applicable	A	ddendum Category:
-	}	Modify bid opening date and time
[		Modify specifications of product or service being sought
[√	l	Attachment of vendor questions and responses
(		Attachment of pre-bid sign-in sheet
[	I	Correction of error
[	1	Other

## Description of Modification to Solicitation:

1. Attach vendor questions and responses.

No other changes made.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

#### WV State Purchasing

#### Page 1

#### States answers to questions about bid DOT1600000029

- Question 1: What Brand and Model are the specs referring to? The specifications are very detailed to a specific brand and model.
- Answer 1: These specification were prepared by using a combination of the specs from different scanning/printing systems manufactures that would allow for vendors to bid their authorized brands and selected models.
- Question 2: Section 4.1.1.1.a What version of Bentley Iplot is being used?
- Answer 2: Version 08.11.11.34 which is ProjectWise Interplot Organizer Select Series 4.
- Question 3: Section 4.1.1.2.b Would a system that runs 8 "D"s per minute be acceptable? When considering our systems measure a D-size print at 24x36". Our system will actually run 180 sq. inches more per minute than a system that runs 9 prints at 22x34" Please either change the spec to 8 D's per minute or accept that our system will still meet the specs and will not be disqualified.
- Answer 3: The size of the "D" size print was based upon the American National Standard Institution (ANSI) paper sizes. We would have no problem reducing the Black & White minimum speed from 9 prints per minute to now be 8 prints per minute.
- Question 4: Section 4.1.1.4.g Why is a 40" scanner needed on a 36" printer? Most documents that exceed 40" in one direction are usually 36" or less in the other, therefore still could be scanned on a 36" scanner. Also what is the actual longest document that will scanned? 72 feet seems unusual.
- Answer 4: We have some old archived plans/exhibits that range from 38 inches to 40 inches in width that also exceeds the 36 inches in length, so to turn the document would not be an option. Although if the scanner would have a throat width that would accept the 40 inch document and would provide for a scan area of 36 inches, then that would be acceptable. However the scanner length of 8 inches 72 feet specification requirement is a typo error on the states part and should be corrected to read 8 inches to 12 feet.
- Question 5: Since color scanning is required, would you also consider full color system that will scan, print and copy in full color? If so, will the pricing page be adjusted to accommodate color costs? This could enhance productivity and range of printing capabilities such as color markups, indoor/outdoor signage.

#### **WV State Purchasing**

Page 2

#### States answers to questions about bid DOT1600000029

Answer 5: As long as the printer would still meet the specification and requirements of the black and white system, then we would have no objections to a color printer being bid. We proposed no changes to the pricing page and if the additional costs you are referring to is due to the color toner cartridges then that is a use/replacement item then can be purchased outside of this contract. Note: that the black toner cost per each is still required to be submitted on the pricing page.

Question 6: Under (4.1.1.2), on the (d.) line it states Minimum: 4 rolls and a minimum of one cut sheet tray. Is this going to be mandatory?

Answer 6: Yes this is a mandatory requirement.

Question 7: Will the state do electronic payment transfers in lieu of the purchasing card?

Answer 7: That is an option as long as the vendor is set up to accept electronic payment transfers.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1600000029

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

			Numbers Received:			
(Chec	k th	ie bo	ox next to each addendum	receive	d)	
	[ x		Addendum No. 1	[	]	Addendum No. 6
	[	]	Addendum No. 2	]	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	[	]	Addendum No. 5	[	1	Addendum No. 10
furthe discus	r un sioi	iders n hel	stand that any verbal repre id between Vendor's repre	esentation esentative I to the s	n m es a pec	ddenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
						Company

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

Revised 6/8/2012

Z: Sll

November 2, 2015

Authorized Signature

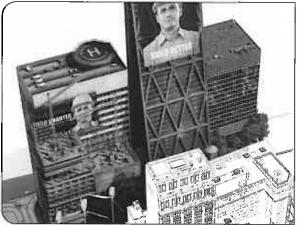
Date



# **Rising Above**







# Océ PlotWave 750 printing system

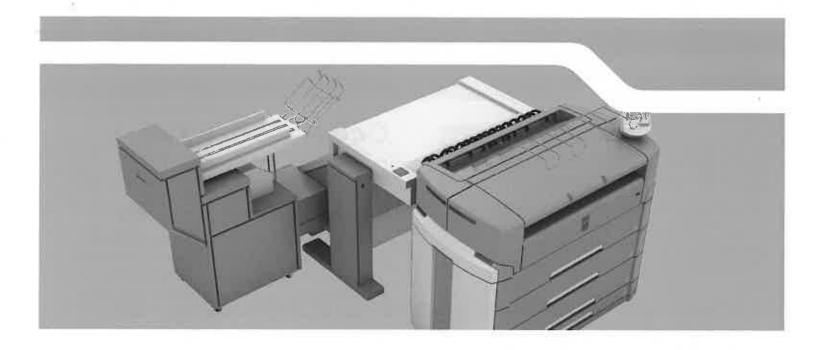
Proven technology for productive large format printing



# **Rising Above**

- Advanced networking and security
- Fast and productive
- Cost effective
- Easy to use





# Océ PlotWave 750 printing system

Proven technology for productive large format printing

Rise above the limits of your current large format document capabilities with the Océ PlotWave® 750 system. Gain the edge for your business. Print more flexibly. Protect vital data more securely. Produce documents faster and manage print jobs more easily. The Océ PlotWave 750 system helps you meet the complex document challenges faced in a departmental print setting or a productive, central print room environment. Based on the multi-award winning Océ TDS750 system, the Océ PlotWave 750 system will take your document capabilities to new heights.

Today the most advanced architectural, engineering and construction companies rely on Océ systems to help build the world around us. Their creations rise above past developments to become innovative masterpieces. The Océ PlotWave 750 system also rises above, enabling customers to communicate faster, more economically and more effectively.

# CREATE THE RIGHT FIT PRODUCTION SYSTEM FOR YOUR BUSINESS

- Choose the media set-up to fit your applications.
   2 rolls, 4 rolls, 6 rolls or 1 or 2 drawers with cutsheet media
- Get an Océ TC4 color scanner option to handle color drawings and plans
- Add the Océ Double Decker Pro Stacker to handle 1,500 A- to E-size sheets for long unattended print runs
- Efficiently fold documents with the Océ Folder, a fully integrated folding solution
- Impress with consistent, high quality documents via 600 x 1200 dpi Pico Printing. Thanks to our universal software suite that looks and works the same across all Océ large format systems, the Océ PlotWave 750 printing system can be handled by any user without intensive training. Users can define job settings, run tasks on the user panel, driver or submission tool in the same way on all our color and black & white systems. This creates a uniform workflow across our Océ PlotWave 750 and Océ ColorWave® 650 systems.

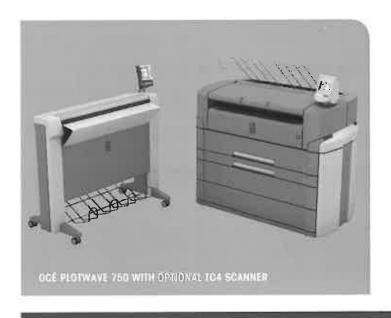
# Océ PlotWave 750 printing system

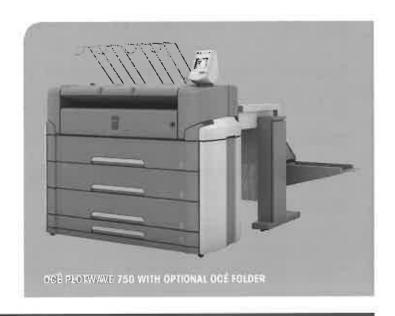
#### **ADVANCED NETWORKING AND SECURITY**

Many decisions in the technical world are made on site, and documents need to be updated and produced in flexible ways. Users can now use Océ Mobile WebTools or Océ Publisher Express software to capture changes and documents anytime, anywhere. Or print via Océ Publisher Select™ software to produce documents for complex projects. These new networking capabilities are supported by stringent security measures. The Windows® Embedded Standard 7 controller guarantees you adhere to the latest IT standards. You also have the most up-to-date security features available, such as antivirus support, HTTPS or even IPsec.

#### **FAST AND PRODUCTIVE**

Meet short deadlines and work efficiently with the instant-on performance of Océ Radiant Fusing technology. Get over 27 D-size (A1) size prints, before others have even started printing and consistently turn out 9 D-size (A1) prints per minute, even with mixed sizes. With 6 media rolls, the Océ Double Decker Pro stacker and built-in cutters, you can print and stack up to 3,444 feet (1,050 meters) of output without interruption. Scan and copy as-builts, color markup and other technical documents in one quick and easy step for immediate archiving and distribution.







#### NEAT DOCUMENT DELIVERY

Get neatly collated and stacked documents of up to 100 E-size plots on the Top Delivery Tray thanks to air separation technology. Placed at a convenient working height that does not require extra floor space. If you need more stacking capacity, choose the optional Océ Double Decker Pro Stacker that holds up to 1,500 E-size sheets. Another very practical time saver is the Océ Folder option. Fully integrated with your printer, it generates crisply folded documents automatically freeing up extra time and desk space.

## UNMATCHED PRODUCTIVITY WITH OCE RADIANT FUSING

The Océ PlofWave 750 has an instant start-up time and uses half the energy of comparable systems. The printer heats only when printing. When in idle mode, it is cold and uses almost no energy. That means you do not have to make a trade-off between speed and energy consumption.

#### AUTOMATED ROLL CHANGING

Save time and effort. Simply open the drawer and place your new roll of paper on the loading station. You don't need an extra table to hold your paper rolls, and you don't have to balance awkward rolls of paper. Put the new roll on the sturdy holder and click it into place. Just press a button to feed the paper into the machine, or to cleanly cut a strip off the roll.

## RELIABLE PERFORMANCE

Take advantage of better print quality with high resolution Pico Printing at 600 x 1200 dpi. Drawings and renderings have crisp gray lines and smooth shading. Enjoy a long productive system lifetime thanks to the system's robust and durable construction.

#### CLOSED TONER SYSTEM

The toner system is completely closed and easy to reach. Toner stays inside the printer and off hands and clothes. This keeps the system running smoothly and cleanly since waste toner is captured and removed. Bottles are designed for easy handling and storage.

#### MAXIMIZED OUTPUT

Make sure you optimize your product configuration to fully support your business efficiency. Choose between a 2-, 4- or 6-roll capability plus 1 or 2 cut sheet trays. Each roll can contain up to 650 feet, which gives you up to 3,900 feet of uninterrupted printing in a 6-roll configuration. The system is field-upgradeable, to ensure you can grow as your needs change.

# SUPER COLOR SCANNING WITH OCÉ COLOR IMAGE LOGIC TECHNOLOGY

Océ Color Image Logic™ technology splits the original image into several layers, eliminates wrinkles in an image, and reinforces weak color information. This results in the highest-quality scans in its segment.

#### FITS YOUR WORKFLOW

The Océ PlotWave 750 software is completely aligned with the latest Océ product family, both in black & white and in color. With this software portfolio, you can submit all kinds of jobs, from the very easy to the most complex. This guarantees not only a productive system, but also that your entire workflow is as efficient as possible.

#### SECURITY

Make sure your data but also its transportation is protected.

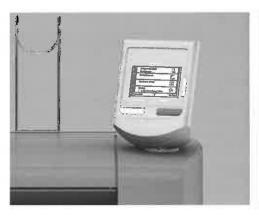
The Windows® Embedded Standard 7 controller guarantees you adhere to the latest IT standards. You also have the most up-to-date security features available, such as antivirus support, HTTPS or even IPsec.

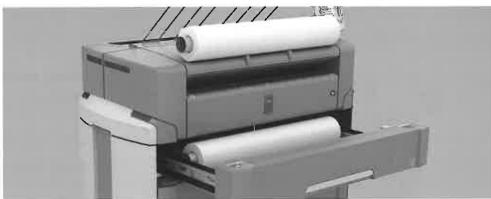
#### **COST-EFFECTIVE**

Earn back your investment quickly with this cost-effective system. Choose the combination of document handling features that best fits your budget and the size and scope of your document needs. Based on proven technology used in systems worldwide. Built to last with durable, hard-wearing parts, you get dependable uptime with fewer jams, shorter downtime and fewer service calls.

#### **EASE OF USE**

This system makes it easy for any user to get great results. Everything from media roll placement and toner loading to print job management has been carefully designed to be ergonomically correct and highly intuitive. The green button approach to scanning offers great quality output at the touch of a button. Get results right the first time with no need for troubleshooting. Thanks to low noise, ozone and heat emissions, this system can be comfortably placed in a departmental environment.





#### TECHNOLOGY

Description

Imaging technology

Toner / ink type

Speed

Resolution

#### GENERAL

Contiguration

Size print engine (W x D x H)

Weight main engine

Certifications

#### PAPER HANDLING

Paper rolls

Maximum paper capacity

Paper weight

Roll width

Output delivery

Media type

(www.mediaguide.oce.com)

#### CONTROLLER

Description

Processor

Memory

Hard disk

Interface

Page description language

Security Options

Printer license

#### WORKFLOW

Description

Printer drivers

Job submission

Job management

Accounting

Templates

#### OPTIONS

Hardware

Software

Productive large format black & white print/copy/scan system with color scanning

Electrophotography (LED), organic photoconductor (OPC), closed toner system, Océ Radiant Fusing technology

Océ black toner. 2 bottles per carton, 500 grams of toner per bottle

Black & white 9 D/min (4.7 A0/min)

600 x 1200 dpi

Printer or multi functional with choice of Oct TC4 or Oct TD5610\* scanners (support available December 2013)

57" × 32" × 58" (1430 × 905 × 1470 mm)

639 lbs. (290 kg)

EPA ENERGY STAR®, ToV GS, CETECOM, CE, UL, cUL, CB, FCC Class B, RoHS

Default: 2 rolls, expandable to a maximum of 6 rolls and two cut sheet trays

Up to 650 feet (198 m) per roll, maximum 6 rolls

20 - 24 lb. (75 - 100 g/m<sup>2</sup>)

11" - 36" (297 - 914 mm)

Compact and ergonomic top delivery tray supporting up to 100 E-size collated plots (other options available)

Paper, plain paper, recycled paper, colored paper and transparencies. Film: Film and Vellum.

Océ Power Logic\* controller based on Windows\* Embedded Standard 7

Intel Core 2 i5-520M @ 2.39GHz

Standard 2 GB

 $2 \times 500 \text{ GB}$ 

Ethernet 100 Mbits/s, 1 Gbit/s

TIFF, JPEG, HP-GL, HP-GL/2, DWF, C4, Calcomp 906/907/951, CALS, NIRS, ASCII

E-shredding, IPSec, HTTPS, extended security protection for administrator, audit logging

Adobe\* PostScript\* 3/PDF file interpreter

Océ Base license - includes all licenses for professional workflow requirements such as scan-to file capability (color, grayscale, and black & white) and provides features for enhanced productivity like faster scanning speed as well as instant viewing of scanned files.

Concurrent print, copy and scan of single documents or sets

Océ Wide format Printer Driver 2.0, Océ PostScript 3 driver

Océ Mobile WebTools for iOS, Android, Symbian and BlackBerry", Océ Publisher Mobile for iPad, Océ Publisher Express, Océ Publisher Select

Personalized Smart Inbox with history, Manage queue, Océ Express WebTools, Secure controller access, remote shutdown and restart

Option Océ Account Center

5 copy templates, 5 scan templates and default print settings enable recurring tasks to be performed at the touch of a single button

Océ TC4 wide format color scanner, Océ TDS610 productive wide format scanner, integrated folder, Océ Delivery Tray, Océ Double Decker Pro Stacker, roll loaders to reduce back strain while loading heavy media in the lower drawers Adobe' PostScript 3\*/PDF, Océ Repro Desk Suite for printing to multiple wide format devices, viewing and cost tracking





#### ENVIRONMENTAL

Sound power level

Ozone emissions

Power requirements

Power consumption active mode (printing)

Power consumption ready mode (standby)

Power consumption sleep mode

Energy consumption per prent

Recyclability

#### **SCANNER TC4**

Description

Scon resolution

Scan speed

Scan format

Scan destination

Original width

Original length

Original thickness

Zoom

Preset modes

Size scanner (W x D x H)

Weight scanner

#### SCANNER TDS610\*

Description

Scan resolution

Scan speed

Scan format

Scan destination

Original width

Original length

Onginal thickness

Zoom

Preset modes

Size scanner (W x D x H)

Weight scanner

- Sound pressure active mode (printing): 58 dB(A) measured at operator level conform ISO norm 7779
- Sound pressure ready mode (standby): 18 dB(A) measured at operator level conform ISO norm 7779
- Standby mode: maximum 26 dB
- Print mode: maximum 58 dB

0.001 mg/m<sup>3</sup>

100 - 120 V, 200 - 240 V, 50/60 Hz, 20 - 10 A

- 1560 W (printer + controller)
- 1625 W (printer + Oce TC4 scanner + controller)
- 108 W (printer + controller)
- 110 W (printer + Océ TC4 scanner + controller)
- < 2.9 W (printer without controller) EPA ENERGY STAR 2.0</p>
- 70 W (printer + Océ TC4 scanner + controller)
- 15 Wh per E-size (A0) calculated average based on an E-size (A0) print per EPA ENERGY STAR TFC method
- 8 Wh per D-size

Hardware: made of steel or highly recyclable plastics: up to 95% of the engine can either be upcycled or recycled. Remaining 5% are non toxic waste.

Toner bottles made of highly recyclable HDPF (High Density Polyethylene)

Océ TC4 scanner with Océ Direct Scan color technology (single camera, single mirror)

Optical 575 dpi, maximum 600 dpi

Black & white 2" - 3.3"/sec (3 - 5 m/min)

Color 0.7" - 2.8"/sec (1 - 4 m/min)

TIFF, PDF, PDF/A, JPEG, CALS, multi-page PDF, multi-page PDF/A and multi-page TIFF

Network Directory via FTP or SMB and on Controller

8" - 40" (200 - 1016 mm)

8" - 72" (200 mm - 22 m)

Up to .12" (3 mm), optional scanner up to .59" (15 mm)

Scale to standard format Custom: 10 - 1000 %

Lines & text, Photo, Grays & lines, Dark original, Blueprint

53" × 26" × 51" (1353 × 670 × 1300 mm)

143 ibs. (65 kg)

Océ TDS610 scanner with Océ Image Logic\* technology (single camera, single mirror)

400 dpi

Black & white 3 3"/sec - 6 4"/sec (5 m/min - 9 7m/min) at 200 dp:

TIFF (uncompressed, G3, G4), PDF, CALS

Network Directory via FTP or SMB and on Controller

9.7" - 40" (210 - 1020 mm)

6" - 49' (150 mm - 15 m)

04" (1 mm) of original and up to 12" (3 mm) for binding strip

 $25-400\ \%$  (adjustable in 1% and 0.1% steps)

Photo, Grays & lines, Dark original, Blueprint, Printed matter

52" × 23" × 54" (1340 × 583 × 1353 mm)

198 4 lbs (90 kg)

## **Environmental Certifications**



**Mixed Sources** 

























## **Awards**



2006



design award

2006



design award

2007



design















# **Partners Certifications**















## Creating global leadership in printing

Canon and Océ join forces to create the global leader in the printing industry. For our customers this combines Canon and Océ technology with the support of the Océ direct sales and service organizations. Look to the new Canon-Océ combination for:

- Enterprise printing in the office and corporate printroom
- · Large format printing of technical documentation, signage and display graphics
- Production printing for marketing service bureaus and
- · Business services for document process outsourcing



#### Charleston Blueprint, Inc.

1203 Virginia Street East Charleston, WV 25301 1-304-343-1063 Tim Sheldon-Sales chasblue.tim@gmail.com

charlestonblueprint.com



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WV-10 Approved / Revised 08/01/15

# State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

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

Division	will make the determination of the Vendor Preference, if applicable.
<u>-</u>	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia 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 headquarters 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 nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a nonresident vendor 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 Bidder's 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; or,
4.	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
<u>5.</u>	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and tes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid alread business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.

BIDDIE: 11/3/15 BLUEPLINT, INC SIgned: JUDIOL SIGNED: SALES MANAGER

changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

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

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: CHARLESTON BLUEPRINT, INC	
Authorized Signature:	_
State of West Virginia	
County of Kanawha, to-wit:	
Taken, subscribed, and sworn to before me this $\frac{4^{11}}{100}$ day of November, 2015.	
My Commission expires November 29 , 2020.	
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC Christina & Prince	

Purchasing Affidavit (Revised 08/01/2015)