



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 239365

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0402

Vendor ID: 000000119903

SO Doc ID: EDD1700000003

Legal Name: RICOH USA INC

Published Date: 11/1/16

Alias/DBA:

Close Date: 11/16/16

Total Bid: \$261,866.70

Close Time: 13:30

Response Date: 11/15/2016

Status: Closed

Response Time: 18:22

Solicitation Description: ADDENDUM NO. 1 -LEASE FOR RICOH PRO 8110e/PRO 8120E

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 239365

**Solicitation Description :** ADDENDUM NO. 1 -LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-11-16 13:30:00	SR 0402 ESR11151600000002220	1

VENDOR
000000119903 RICOH USA INC

**Solicitation Number:** CRFQ 0402 EDD1700000003

**Total Bid :** \$261,866.70      **Response Date:** 2016-11-15      **Response Time:** 18:22:07

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	YEAR 1 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR	\$11,592.060000	\$46,368.24

Comm Code	Manufacturer	Specification	Model #
80161800			

Extended Description : YEAR 1 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

**Comments:** Includes 1,000,000 clicks per quarter

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	RATE PER CLICK FOR BLACK AND WHITE EXCEEDING THE 1,000,000	5000.00000	EA	\$0.005100	\$25.50

Comm Code	Manufacturer	Specification	Model #
80161800			

Extended Description : RATE PER CLICK FOR BLACK AND WHITE COPIES EXCEEDING THE 1,000,000-COPY LIMIT PER QUARTER.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	YEAR 2 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR	\$11,592.060000	\$46,368.24

Comm Code	Manufacturer	Specification	Model #
80161800			

Extended Description : YEAR 2 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	YEAR 3 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR	\$11,592.060000	\$46,368.24

Comm Code	Manufacturer	Specification	Model #
80161800			

Extended Description : YEAR 3 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	YEAR 4 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR	\$11,592.060000	\$46,368.24

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :** YEAR 4 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	YEAR 5 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR	\$11,592.060000	\$46,368.24

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :** YEAR 5 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	FAIR MARKET VALUE BUY-OUT (OPTIONAL)	1.00000	EA	\$30,000.000000	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :** FAIR MARKET VALUE BUY-OUT (OPTIONAL PURCHASE ONLY AFTER EXPIRATION OF THE CONTRACT).  
NOTE: OPTIONAL ITEM ONLY AND SHALL BE DETERMINED AFTER EXPIRATION OF THE CONTRACT BUT WILL BE A PART OF THE BID EVALUATION.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 30 — Printing

Proc Folder: 239365

Doc Description: LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-14	2016-11-16 13:30:00	CRFQ 0402 EDD1700000003	1

**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:  
 Ricoh USA Inc  
 707 Virginia Street E  
 Suite 1440  
 Charleston, WV 25301

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 23-0334400

DATE 11/15/2016

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

**ADDITIONAL INFORMATION:**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education, Office of Public Information and Print Shop to establish a contract for a five (5), one (1) year lease, maintenance & support services, parts, labor and supplies agreement of Ricoh Pro 811e/8120e or Equal that will provide electronic document management solutions that includes copying, printing, scanning, binding, file storage and document retrieval etc., for use in the public information and production division of the West Virginia Department of Education located at 1900 Kanawha Boulevard East Building 6, Room B -009 Print Shop, Charleston, WV 25305 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	YEAR 1 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

YEAR 1 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	RATE PER CLICK FOR BLACK AND WHITE EXCEEDING THE 1,000,000	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

RATE PER CLICK FOR BLACK AND WHITE COPIES EXCEEDING THE 1,000,000-COPY LIMIT PER QUARTER.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	YEAR 2 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

YEAR 2 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	YEAR 3 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

YEAR 3 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	YEAR 4 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR		



Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

YEAR 4 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	YEAR 5 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	4.00000	QTR		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

YEAR 5 - LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL (LEASE, PARTS, LABOR, SUPPLIES, MAINTENANCE AND SUPPORT SERVICES)

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF COMMUNICATIONS 1900 KANAWHA BLVD E, BLDG 6 RM 009 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	FAIR MARKET VALUE BUY-OUT (OPTIONAL)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161800			

**Extended Description :**

FAIR MARKET VALUE BUY-OUT (OPTIONAL PURCHASE ONLY AFTER EXPIRATION OF THE CONTRACT).

NOTE: OPTIONAL ITEM ONLY AND SHALL BE DETERMINED AFTER EXPIRATION OF THE CONTRACT BUT WILL BE A PART OF THE BID EVALUATION.

EDD1700000003	<b>Document Phase</b> Draft	<b>Document Description</b> LEASE FOR RICOH PRO 8110e/PRO 8120E OR EQUAL	<b>Page 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. 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.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 27, 2016 at 9:00 AM EST.

Submit Questions to: Michelle L. Childers  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: michelle.l.childers@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:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus           N/A           convenience copies of each to the Purchasing Division at the address shown above. Additionally, 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 applies to CRFP)

- Technical  
 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 16, 2016 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, women-owned, 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, women-owned, 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.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

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

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

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

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

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

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

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

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



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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
upon award \_\_\_\_\_ and extends for a period of one (1) year(s).

**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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 48 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 \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

**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. 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.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. 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.





**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.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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.

**13. 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.

**14. 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.

**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. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. 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 laws, regulations, and ordinances.

**22. 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.

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

**24. 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.

**25. 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.

**26. 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.



**27. 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.

**28. 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.

**29. 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.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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



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

**37. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**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.

REQUEST FOR QUOTATION  
LEASE, MAINTENANCE AND SUPPORT AGREEMENT  
FOR RICOH PRO 8110e/8120e OR EQUAL

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education, Office of Public Information and Print Shop to establish a contract for a five (5), one (1) year lease, maintenance & support services, parts, labor and supplies agreement of Ricoh Pro 8110e/8120e or Equal that will provide electronic document management solutions that includes copying, printing, scanning, binding, file storage and document retrieval etc., for use in the public information and production division of the West Virginia Department of Education located at 1900 Kanawha Boulevard East Building 6, Room B -009 Print Shop, Charleston, WV 25305.
  
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 Item”** means the maintenance, support & supplies associated with the lease of Ricoh Pro 8110e/8120e or Equal as more fully described by the specifications below.
  - 2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the Solicitation response.
  - 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 **“CONSUMABLES”** means items that are depleted through normal operation of equipment which include, but are not limited to items such as ink, toner, staples and toner waste container bottles.
  - 2.5 **“REPLENISHMENT”** means replacement of all consumables except paper.
  - 2.6 **“GSM”** means grams/square meter instead of the conventional weight system.
  - 2.7 **“GBC”** means In-line punching that accommodates tabs and double-punch large sheets for offline cutting.
  - 2.8 **“PDF”** means Portable Document Format.
  - 2.9 **“TIFF”** means Tagged Image File Format.
  - 2.10 **“OPC drum”** means Optimized Power Control drum



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2.11 “Energy Star Compliant” means government-backed symbol for energy efficiency to reduce greenhouse gas emissions and other pollutants.

2.12 “NCR forms” means multiple-part paper form that does not use carbon paper where the ink adheres to the reverse side of the previous sheet.

2.13 “Click” means the printed or imaged pieces of paper that run through the machine. Example: printing on a single side of an 8.5” x 11” is a single (1) click, however duplexing and printing on both sides of an 8.5” x 11” would be two (2) clicks.

2.14 “Business Hours” means Monday 8:15 AM to Friday 4:45 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

**3. GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. Items outside the scope of the mandatory requirements must not be included unless it is clearly marked optional.

3.1.1 **Commodity Line 1 – Lease for Year 1 – Ricoh Pro 8110e/8120e or Equal**

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**3.1.1.1 New Requirements** - Machine being bid must be a newly manufactured machine. Re-manufactured, refurbished or pre-owned equipment will not be accepted. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty. Newly manufactured means manufactured in the current year and has not been used. Machine being bid will be used in the USA only.

**3.1.1.2 Machine and Paper Requirement** - Copier bid must include one (1) year lease, maintenance & support and supplies. Supplies shall include all up to 1,000,000 black and white copies per quarter, software, updates, all parts, staples and toners. Also, labor must be included in the price per image for black & white and full bleed jobs during the life of the contract excluding paper supplies. **Contract Item being bid must meet or exceed the mandatory requirements stated below:**

**3.1.1.2.1** Must be configured to support the following Agency owned software generating the following documents: PDF and TIFF file formats, Adobe InDesign CS 4, Illustrator CS 4, Photoshop CS4, Microsoft Publisher and Microsoft Word 2007, Adobe Creative Cloud (CC 2014).

**3.1.1.2.2** Must be digital and networkable.

**3.1.1.2.3** Must be able to receive and print documents and PDF files from any computer in the network

**3.1.1.2.4** Must be able to print a minimum of 135 copies per minute for black and white.

**3.1.1.2.5** Must be able to print on paper sizes of 8 ½ x 11, 8 ½ x 14, 11x17, and 13 x 19.2 papers, vendor will charge a single click

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- 3.1.1.2.6 Must be able to print duplex on a 110 lb. - 11x17 paper
- 3.1.1.2.7 Must be able to print on paper with a maximum of (350) GSM weight, minimum of 16 lb. to maximum 110 lb. and to a maximum 80 lb. cover.
- 3.1.1.2.8 Printer must have a minimum memory (RAM) of 2GB
- 3.1.1.2.9 Must be able to scan black and white and full color documents.
- 3.1.1.2.10 Must be able to reproduce and adjust copy quality automatically in black and white based on the quality of the original job submitted. {i.e laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite#2 pencils, red pen & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or b/w), solid lines and grids, solids and graduated gray-scale tones).
- 3.1.1.2.11 Must be able to saddle-stitch, bi-fold various sizes and weights of paper, place two staples in the fold and trim off rough edges for 8 ½ x 11, 8 ½ x 14 and 11x17 papers.
- 3.1.1.2.12 Must include Replaceable Units and Rollers including: OPC drum;
- 3.1.1.2.13 Must be able to insert pre-printed pages.
- 3.1.1.2.14 Must be able to print covers on heavier paper (110 lb.) and insert
- 3.1.1.2.15 Must be able to staple a maximum of 100 sheets of 20lb paper



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- 3.1.1.2.16 Must have a stacker capacity of maximum 5000 sheets of 20lb paper
  - 3.1.1.2.17 Must have a paper tray capacity maximum 7700 sheets of 20lb paper
  - 3.1.1.2.18 Must be able to 3-hole punch, 2-hole punch and 19-hole punch (GBC) in-line
  - 3.1.1.2.19. Must be able to load paper in the machine without having to interrupt the current job run.
  - 3.1.1.2.20 Must be able to automatically select the proper paper size in respect to the original being copied.
  - 3.1.1.2.21 Must have the ability to be set for reduction and enlargement in 1% increments.
  - 3.1.1.2.22 Machine must be able to print on the following types of agency owned paper: Gloss Laser Paper, Futura Laser Gloss, and Sterling Ultra Gloss.
  - 3.1.1.2.23 Must be Energy Star Compliant and be installed with energy saving features.
  - 3.1.1.2.24 Vendor shall quote separately a per copy cost for all copies exceeding the 1,000,000 copies per quarter for black and white.
- 3.1.1.3 Full Service Requirement** – Vendor must have the ability to provide on-site service and maintenance for contract leased item. Vendor must enter into a full service and maintenance contract for the contract leased item. Vendor must provide a copy of any maintenance agreement for approval prior to award of the contract. Vendor must also provide a toll-free 800 telephone number for service support prior to contract award.

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- 3.1.1.4 Maintenance** – Preventive maintenance schedule must be provided as needed or as specified by the manufacturer. Preventive maintenance includes but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to ensure continued and successful performance of the equipment. To prevent impending work delays, the Vendor must schedule and inform the Agency of any maintenance on the equipment at a minimum of seven (7) days prior to the any scheduled service works.
- 3.1.1.5 Quarterly Copy Allowance** – Vendor shall include all service and maintenance costs to the quarterly 1,000,000-copy limit in the lease price of the copier bid. Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses and supplies (excluding paper) that are necessary to maintain satisfactory performance of the copier.
- 3.1.1.6 Connectivity Service Support** – Vendor must provide service support to coordinate installation and connectivity of the contract item with the Agency.
- 3.1.1.7 Certification Requirement** – Service representatives must be full time employees of the Vendor or of the subcontracted party designated by Vendor in writing. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time.
- 3.1.1.8 Replacement Units** – Vendor shall make provisions for the temporary replacement of the leased equipment at no charge if the leased equipment is estimated to be down for 16 consecutive

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working hours or longer for repair. Temporary replacement copier shall be of a comparable size and functionality as the copier being replaced. The Agency will not pay any charges associated with the temporary replacement unit.

**3.1.1.9 Failure Rate** – Malfunctions of the leased equipment averaging a maximum of two per month for a consecutive three (3) month period shall be reviewed by the Agency with the Vendor present to determine a course of corrective action, which may include but not limited to, replacement of the equipment or cancellation of the contract and removal of the equipment at no additional cost to the Agency. The State shall determine the corrective action necessary in the event that an impasse cannot be resolved to the Agency's satisfaction.

**3.1.1.10 Training** - Vendor must provide a two (2) day installation, set-up and on-site training for a maximum of four (4) people upon awarded the contract and delivery of the product. Delivery, training, installation, set-up and all associated travel fees must be inclusive and free of charge. (See 3.1.1.13 below).

Training will be conducted at the Agency's site: 1900 Kanawha Boulevard East Building 6, Room B -009 Print Shop, Charleston, WV 25305

**3.1.1.11 Response Requirement** - Vendor must provide local service with a minimum of one (1) hour call back time and be on- site to diagnose and repair within four (4) hours of the request during the duration of the resulting agreement period. Vendor must diagnose the problem



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and initiate repair within twenty-four (24) hours of the service call. Repetitive complaints concerning the failure to meet call back and repair time may cause cancellation of the contract. Service must be provided during normal working hours (8:15 est am to 4:30 pm est), Monday through Friday with the exception of State Holidays. (See Section 2, Item 2.11 for State and Federal Holidays).

**3.1.1.12 Manuals** – Vendor shall provide a minimum of one (1) copy of the operator’s instruction manual for the leased equipment. Each manual shall include the Vendor’s name, telephone number(s), contact person(s), and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.

**3.1.1.13 Fees and Costs** – Quarterly rental fees, quarterly copy allowances, maintenance & support cost, other supplies cost mentioned above shall remain firm for the duration of the Contract. Pricing shall be inclusive of shipping, delivery, installation, set-up, travel and training.

**3.1.1.14 Retrofits** – Any convenience, performance or safety-related retrofits that may be mandated by the Vendor or manufacturer must be installed at no additional costs on the leased copier resulting from a contract. Features must be installed within 90 days after it becomes available to the public.

**3.1.1.15 Published Specifications** – The copier quoted must have published copies per minute. Vendors must provide published descriptive literature to illustrate compliance with the minimum, mandatory

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band specifications, which include copy volumes per month, copies/minute data, available memory, paper sources and paper capacity prior to award. Vendor should highlight all standard features on within the literature provided for the copier.

**3.1.1.16 Parts, Service and Software Updates Availability** – Vendors must guarantee that all parts, service and software updates on the leased copier shall be available for the duration of the contract. All parts shall be new. “New” means, manufactured in the current year and has not been used.

**3.1.1.17 Scanned Copies** – Scanning shall be included in the quarterly copy allowance and shall not be charged separately.

**3.1.1.18 Power Protection** – Vendor must include an external surge and ground noise protection unit that must meet the manufacturer’s requirements for equipment being bid.

**3.1.1.19 Power Requirements** – If a copier requires a dedicated power line, it is the joint responsibility of the Vendor and the Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.

**3.1.1.20 Network Connection** – Network connected copier must include all cable, cards and all necessary accessories for connection to the WVDE’s network at no additional cost to the Agency. Vendor’s equipment must be capable of connecting to an Ethernet/Fast Ethernet network that the Agency uses.



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**3.1.1.21 Firmware/Software** – As mentioned above, Vendor shall ensure that it provides all necessary firmware/software with the copier being bid to allow WVDE to obtain full use of the copier being installed. The cost of any firmware/software shall be included in the lease price of the copier being offered. Vendor must provide a copy of any firmware/software terms and conditions for approval prior to award of the contract.

**3.1.1.22 Information Security** – All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. Removal and rendering information unusable must be conducted in accordance with the policies and procedures of the WVDE, Office of Technology Administration and the Office of Public Information and Print Shop. At the end of the lease, if the agency does not choose to keep the machine, the Vendor shall remove the machine's hard drive and leave it with the Agency for disposition in accordance with the procedures prescribed by the WVDE, Office of Technology Administration.

**3.1.1.23 Vendor Certification** – Vendor, if other than the manufacturer, must be an authorized distributor and/or service representative that is authorized to sell and service the equipment being quoted. Verification of authorization/certification from the Manufacturer should be submitted and must be provided prior to award of the contract.

**3.1.1.24 Accessories** – Vendor shall provide at no additional charge all accessories, other than those listed on the pricing page (example;

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scanning, fax, network printing) and must be inclusive on the leased price invoiced quarterly.

**3.1.1.25** The winning Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, 4, and 5 lease, maintenance & support agreement and supplies. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and the Agency and will be processed via a Change Order, authorized and issued by the Purchasing Division.

**3.1.2. Commodity Line 2 – Black and White Single Click for copies exceeding 1,000,000 clicks per quarter. Rate for single click exceeding the 1,000,000 clicks per quarter must be firm for the duration of the 5, one-year contract period.**

**3.1.3 Commodity Line 3– Lease for Year 2**

**3.1.3.1** Must include: up to 1,000,000 black and white copies per quarter; all maintenance agreement & support, parts, labor, supplies and all associated requirements mentioned above excluding paper supplies.

**3.1.4 Commodity Line 4 – Lease for Year 3**

**3.1.4.1** Must include: up to 1,000,000 black and white copies per quarter; all maintenance agreement & support, parts, labor, supplies and all associated requirements mentioned above excluding paper supplies.

**3.1.5 Commodity Line 5 – Lease for Year 4**

**3.1.5.1** Must include: up to 1,000,000 black and white copies per quarter; all maintenance agreement & support, parts, labor, supplies and all associated requirements mentioned above excluding paper supplies.

**3.1.6 Commodity Line 6– Lease for Year 5**

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3.1.6.1 Must include: up to 1,000,000 black and white copies per quarter; all maintenance agreement & support, parts, labor, supplies and all associated requirements mentioned above excluding paper supplies.

**3.2 Acceptance of System**

A Notice to Proceed will be issued for the delivery of the awarded copier followed by a 30 calendar day test period. WVDE will issue a Letter of Acceptance of the system, and the contract and warranty period would start at that time.

3.2.1 Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality, (2.) completion of all training.

Once acceptance of the system is agreed to by Agency and the Vendor. The WVDE, Office of Public Information and Print Shop will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year – quarterly lease, maintenance & support services and supplies. Future requests for renewals will be based upon these dates.

**3.3 Commodity Line 7 – (OPTIONAL) Buy-out or Purchase of Equipment at the end of Leasing Contract Period**

3.12.1 Fair Market Value (FMV) Buy-out – At Agency’s discretion, the option to purchase the equipment at the then determined fair market value price of the equipment must be available upon expiration of the contract. Should the Agency opts to FMV buy-out, Maintenance & Support Agreement for the purchased equipment shall be bid out separately upon purchase. FMV purchase shall be initiated by the Agency, Agreed to by the Vendor and will be processed by the Purchasing Division via a Change Order.



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**3.4 Equipment Removal** – (If Agency chooses not to FMV buy-out) Within 30 days upon expiration or termination of the contract, the Vendor shall promptly remove any and all of its owned equipment and accessories associated with this contract, except those purchased by the Agency, and restore the premises to their condition prior to the delivery and installation of the contract.

**3.5 Mandatory Contract Deliverable Requirements:** The successful Vendor will be required to provide an electronic document management solutions that includes copying, printing, scanning, binding, file storage and document retrieval, meeting all specifications.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Item. The Contract shall be awarded to the Vendor that provides the Contract Items meeting all required specifications for the lowest overall **Total Bid Amount** as shown on the Exhibit A - Pricing Pages.

**Evaluation will be the Total Bid Amount for all items requested. The Contract will be awarded for the Equipment leased to include first year Warranty/Maintenance, Support Services and supplies invoiced quarterly.**

Renewal options for years 2, 3, 4, and 5 will be initiated by the Agency, Agreed to by the Vendor and will be processed by the Purchasing Division via Change Orders for subsequent years.

**4.2 Pricing Section:** Vendor should complete the Pricing Section by indicating the unit price of each of the commodity line items listed in WVOASIS. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Section in WVOASIS, if available, or as an electronic document to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the attached Exhibit A – Pricing Pages for bid purposes by sending an email request to the following address: [michelle.l.childers@wv.gov](mailto:michelle.l.childers@wv.gov)

**4.2.1** If the Vendor is submitting an Equivalent (or Equal) Brand this information including Brand and Model Number must be submitted

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with their bid submission using the separately attached Exhibit "A" – Pricing Page. Any product brochures to support Vendor's product should be submitted with vendor's submitted bid response. **This information will be required upon request if not submitted with the bid for evaluation purposes and before award.**

- 4.2.2 Vendor should include with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
  
- 4.2.3 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
  
- 4.2.4 Vendor should include with their bid a copy of any and all Lease Terms and Conditions that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.
  
- 4.2.5 Vendor's bid response shall contain Year one (1) maintenance and support within equipment lease price.
  
- 4.2.3 Vendor will include the renewal cost should the agency opt to renew for years 2, 3, 4, and 5. Vendor should complete the Pricing Page in its' entirety as failure to do so may result in Vendor's bids being disqualified.
  
- 4.2.4 Vendors who wish to respond to the Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the attached Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

If unable to respond online, Vendor must submit the Exhibit "A" - Pricing Pages with your bid prior to the scheduled bid opening date and time.

**5. PAYMENT:**



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**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**5.2 Invoicing/Meter Read:** Normal invoicing shall be quarterly basis in arrears. The monthly copy volume shall be aggregated for the quarter to determine the per copy charge exceeding the 1,000,000 limit, regardless of how many copies completed in each of the three months in a quarterly period. WVDE may provide meter readings to the Vendor quarterly by any means agreeable to the Vendor and WVDE. (example, fax, telephone, web site etc...)

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Department of Education, Building 6, Room B -009 Print Shop, 1900 Kanawha Boulevard East, Charleston, WV 25305-0330

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

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid and is not permitted to charge WVDE separately. Delivery fees charged separately shall be the responsibility of the Vendor and will not be paid by WVDE.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.



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**6.5 Installation and Removal Charges:** The Contract Item leased to WVDE shall be installed and removed free of charge. This applies to all replacement equipment installations and de-installations.

**6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

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

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

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

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

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**8 MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only the contract item submitted in response to the RFQ. Vendor shall not supply substitute or replacement without WVDE's approval.
- 8.2 Minimum Qualification Experience:** Vendor must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer reseller or representative. Vendor must provide a written manufacturer's certification evidencing authorization to sell and service the copier being offered. Failure to provide required information prior to award of the contract may result in the disqualification of the bid.
- 8.3 Subcontracts/Joint Ventures:** Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services and products offered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.
- 8.4 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:** Gregory Everett  
**Vendor's Address:** 707 Virginia Street E  
Suite 1440  
Charleston, WV 25301  
**Telephone Number:** 304-347-2344  
**Fax Number:** 304-343-7611  
**Email Address:** gregory.s.everett@ricoh-usa.com

**EXHIBIT A - PRICING PAGE**  
**RICOH PRO 8110e/PRO 8120E**

Item	Spec	Description	Brand Bid	Model Bid	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	3.1.1	Ricoh Pro 8110e/Pro 8120e or Equal plus (Lease, Parts, Labor, Supplies, Maintenance and Support)			Quarter	4	\$11,592.06	\$46,368.24
2	3.1.2	Black and White Copies Per Click (exceeding the quarterly 1,000,000 copy limit)			Each	5,000	\$0.0051	\$25.50
3	3.1.3	Year 2 (Lease, Parts, Labor, Supplies, Maintenance & Support)			Quarter	4	\$11,592.06	\$46,368.24
4	3.1.4	Year 3 (Lease, Parts, Labor, Supplies, Maintenance & Support)			Quarter	4	\$11,592.06	\$46,368.24
5	3.1.5	Year 4 (Lease, Parts, Labor, Supplies, Maintenance & Support)			Quarter	4	\$11,592.06	\$46,368.24
6	3.1.6	Year 5 (Lease, Parts, Labor, Supplies, Maintenance & Support)			Quarter	4	\$11,592.06	\$46,368.24
7	3.3	FMV Buy-out (OPTIONAL)			Each	1	Estimated	\$30,000
<b>TOTAL BID AMOUNT</b>								

Note: The estimated quantity represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item is guaranteed or implied. Pricing Sheet will be used for evaluation purposes only. Optional item will also be evaluated but shall not be a part of the initial award. Optional items if needed, shall be determined and added via a change order.

\*\*Contract will be awarded to the Vendor submitting the lowest grand total bid meeting all required specifications and bid requirements.

\*\*\*OPTIONAL FMV Buy-out: Purchase shall be determined after the expiration of the contract but the price will be a part of the bid evaluation.

<b>VENDOR'S NAME:</b>	RICOH USA INC	<b>DATE:</b>	11/15/2016
<b>VENDOR'S REPRESENTATIVE:</b>	GREGORY EVERETT		
<b>VENDOR'S ADDRESS:</b>	707 VIRGINIA STREET E		
	SUITE 1440		
	CHARLESTON, WV 25301		
<b>PHONE :</b>	304-347-2344		
<b>FAX:</b>	304-343-7611		
<b>EMAIL:</b>	gregory.s.everett@ricoh-usa.com		



# 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.

1. **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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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**,
5. **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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: RICOH USA INC

Signed: 

Date: 11/15/2016

Title: MAJOR ACCOUNT EXECUTIVE

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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

Gregory S. Everett  
 (Name, Title)  
 GREGORY EVERETT - MAJOR ACCOUNT EXECUTIVE

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(Printed Name and Title)  
 707 VIRGINIA STREET E SUITE 1440 CHARLESTON, WV 25301

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(Address)  
 304-347-2344                      304-343-7611

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(Phone Number) / (Fax Number)  
 gregory.s.everett@ricoh-usa.com

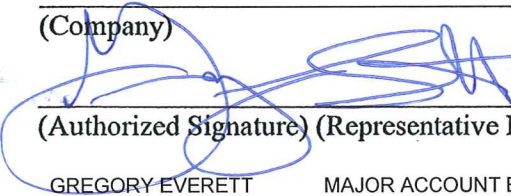
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(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RICOH USA INC

(Company)

 Major Account Executive  
 (Authorized Signature) (Representative Name, Title)

GREGORY EVERETT                      MAJOR ACCOUNT EXECUTIVE

(Printed Name and Title of Authorized Representative)

11/15/2016

(Date)

304-347-2344                      304-343-7611

(Phone Number) (Fax Number)



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.

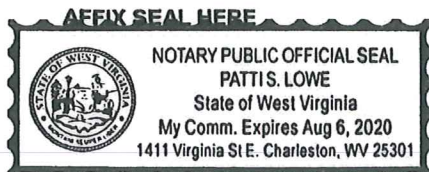
**DEFINITIONS:**

**"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 exceeds 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: Ricoh Usa IncAuthorized Signature: [Signature] Date: 11/8/16State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 8 day of November, 2016.My Commission expires August 6, 2020.

NOTARY PUBLIC

Patti Solowe

Purchasing Affidavit (Revised 07/01/2012)