



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 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 342026

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 000000119903

SO Doc ID: ISC1700000028

Legal Name: RICOH USA INC

Published Date: 7/13/17

Alias/DBA:

Close Date: 7/18/17

Total Bid: \$861,257.04

Close Time: 13:30

Response Date: 07/17/2017

Status: Closed

Response Time: 21:54

Solicitation Description: Addendum #2 Maintenance Svcs for Production Printers-OT17196

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder : 342026

Solicitation Description : Addendum #2 Maintenance Svcs for Production Printers-OT17196

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-07-18 13:30:00	SR 0210 ESR07171700000000150	1

VENDOR

000000119903
RICOH USA INC

Solicitation Number: CRFQ 0210 ISC17000000028

Total Bid : \$861,257.04

Response Date: 2017-07-17

Response Time: 21:54:09

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

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	Overall Total for Printer Maintenance Services	1.00000	EA	\$861,257.040000	\$861,257.04

Comm Code	Manufacturer	Specification	Model #
81112306			

Extended Description :	<p>Vendor must complete the Exhibit A - Pricing Page attached to the solicitation and submit with their bid. The Exhibit A - Pricing Page should be completed in its entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bid being disqualified.</p> <p>If Vendor is submitting their bid through wvOASIS, Vendor is to enter total overall cost on the commodity line provided in wvOASIS and must complete the Exhibit A - Pricing Pages and upload into wvOASIS as an attachment. Only pricing</p>
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Maintenance Services
for Production Printers

CRFQ
0210 ISC1700000028

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E, BLDG
5 10TH FLOOR
CHARLESTON

Maintenance Services
for Production Printers

CRFQ
0210 ISC1700000028

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON

Gregory Everett
Account Manager
Ricoh USA, Inc.
707 Virginia Street E. Suite 1440
Charleston, WV 25301
(304)-590-3628
gregory.s.everett@ricoh-usa.com

Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, we are confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent that you lease any equipment, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages;

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh, and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

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RICOH
imagine. change.

Ricoh USA, Inc.
707 Virginia Street E.
Suite1440
Charleston, WV 26757
Phone: (304) 590-3628

July 14, 2017

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Subject: CRFQ 0210 ISC1700000022

Ricoh USA, Inc. (Ricoh), is pleased to submit the enclosed proposal for Maintenance Services for Production Printers to BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION , in response to the June 29 Request for Proposal No. 0210 ISC1700000028. Our response is submitted via Oasis.

If you have any questions or require additional information, please do not hesitate to contact me. We look forward to hearing from you.

Sincerely,

Gregory Everett

In an effort to help you with you calculations regarding the InfoPrint 4000's "Charges for Printers Linear Feet" we are providing the table below.

	B/W overage rate per 100 feet	Cost per linear foot of print	Calculated cost per letter sized impression to be loaded into the Oasis System
Action		Divide quoted cost by 100	Divide linear foot of print by 2.181181818
Year 1	\$ 0.29	\$ 0.0029	\$ 0.001329
Year 2	\$ 0.30	\$ 0.0030	\$ 0.001375
Year 3	\$ 0.31	\$ 0.0031	\$ 0.001421
Year 4	\$ 0.32	\$ 0.0032	\$ 0.001467



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

State of West Virginia
Request for Quotation
21 – Info Technology

Proc Folder: 342026

Doc Description: Addendum #2 Maintenance Svcs for Production Printers-OT17196

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-13	2017-07-18 13:30:00	CRFQ 0210 ISC1700000028	3

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
304-347-2344

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X

FEIN # 23-0334400

DATE 7/14/17

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

ADDITIONAL INFORMATION:

Addendum #2 issued to:

1. To provide responses to technical questions.

End of Addendum #2.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Total for Printer Maintenance Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112306			

Extended Description :

Vendor must complete the Exhibit A - Pricing Page attached to the solicitation and submit with their bid. The Exhibit A - Pricing Page should be completed in its entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bid being disqualified.

If Vendor is submitting their bid through wvOASIS, Vendor is to enter total overall cost on the commodity line provided in wvOASIS and must complete the Exhibit A - Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A - Pricing Pages will be evaluated for award.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2017-07-07

SOLICITATION NUMBER: CRFQ ISC1700000028

Addendum Number: 2

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

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum #2 issued to:

1. To provide responses to technical questions.

End of Addendum #2.

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

Terms and Conditions:

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

CRFQ ISC17-28 Maintenance Services for Production Printers

Vendor Questions and WVOT Responses

07/11/17

Vendor Question 01

1. Is there a previous contract for this equipment? If so, can you provide the contract number?

WVOT Response 01

There was no contract for 'ALL' the equipment. There were multiple contracts, for each equipment individually.

Vendor Question 02

2. Who was the awarded vendor?

WVOT Response 02

Ricoh maintained all equipment.

Vendor Question 03

3. What was the cost of the last year's contract and is this the same equipment as last year's contract?

WVOT Response 03

Refer back to #1

Vendor Question 04

4. Is the contract available for viewing?

WVOT Response 04

Refer back to #1

Vendor Question 05

5. Is there a service/repair history report available?

WVOT Response 05

We do not have a service/repair history log available.

Vendor Question 06

6. Is all the equipment up and running?

WVOT Response 06

All equipment is fully functioning.

Vendor Question 07

7. Would you entertain a bid on new inlet equipment?

If so would you allow a walk through of the facility and a couple sample applications that are representative of what you're producing so we can put together a total cost of ownership model.

WVOT Response 07

No, we are not interested in new equipment at this time.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RICOH USA, INC

Company

Authorized Signature
7/14/17

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for maintenance services on production printers listed in the table below. The WVOT, identified hereinafter as the Agency, provides centralized printing support for various State agencies.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Total for Printer Maintenance Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112306			

Extended Description :

Vendor must complete the Exhibit A - Pricing Page attached to the solicitation and submit with their bid. The Exhibit A - Pricing Page should be completed in its entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bid being disqualified.

If Vendor is submitting their bid through wvOASIS, Vendor is to enter total overall cost on the commodity line provided in wvOASIS and must complete the Exhibit A - Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A - Pricing Pages will be evaluated for award.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2017-07-07

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: June 7, 2017

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

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

Email: Stephanie.L.Gale@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 of 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 _____ 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: June 18, 2017 @ 1:30pm

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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 _____
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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) 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 a 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.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

Revised 04/07/2017

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 hearth, 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.

44. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No.: WV-_____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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.

[Signature]
(Name, Title)

GREGORY EVERETT - ACCOUNT MANAGER

(Printed Name and Title)

707 VIRGINIA ST. E. SUITE 1440

(Address)

304-347-2344 304-343-7611

(Phone Number) / (Fax Number)

GREGORY.S.EVERETT@RICOH-USA.COM

(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)

[Signature] VICE PRESIDENT MANAGING DIRECTOR
(Authorized Signature) (Representative Name, Title)

CHRIS KERSEY VICE PRESIDENT MANAGING DIRECTOR
(Printed Name and Title of Authorized Representative)

7/17/2017
(Date)

804-727-5100 / 804-727-5200
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for maintenance services on production printers listed in the table below. The WVOT, identified hereinafter as the Agency, provides centralized printing support for various State agencies.

Monthly Maintenance Services for Production Printers		
Contract Items	Make / Model	Serial #
1	Printer 1: IBM Info Print 4000-ID1	Serial #: 13282
2	Printer 2: IBM Info Print 4000-ID2	Serial #: 14282
3	Cut Sheet Printer: Ricoh C901+	Serial #: C84086416
4	Cut Sheet Printer: Ricoh C751	Serial #: C84085969
5	Cut Sheet Printer: Kodak Digimaster EX125	Serial #: C28003061
6	Cut Sheet Printer: Kodak Digimaster EX125	Serial #: C28003062

Monthly Maintenance Services for Printer Attachments		
Contract Items	Make / Model	Serial #
7	Undwinder P2: Roll System 1332-031	Serial #: 9108
8	Undwinder P1: Roll System 1332-031	Serial #: 9506
9	Trimmer: Roll System 1332-054	Serial #: 18143
10	Folder P1: Roll System 1332-033	Serial #: 18224
11	Folder P2: Roll System 1332-033	Serial #: 18225
12	Cutter: Roll System 1332-024	Serial #: 18459
13	Flipper: Roll System 1332-026	Serial #: 18616
14	Unloader P2: Roll System 1332-007	Serial #: 18657
15	Unloader P1: Roll System 1332-007	Serial #: 18696
16	Booklet Maker: Ricoh C751ES-C	Serial #: 12528637

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

Charges for Production Printers			
Contract Items	Make / Model	Serial #	Include Toner / Developer
17	Printer 1: IBM Info Print 4000-ID1	Serial #: 13282	No
18	Printer 2: IBM Info Print 4000-ID2	Serial #: 14282	No
19	Cut Sheet Printer: Ricoh C901+ Black and White	Serial #: C84086416	Yes
20	Cut Sheet Printer: Ricoh C901+ Color	Serial #: C84086416	Yes
21	Cut Sheet Printer: Ricoh C751 Black and White	Serial #: C84085969	Yes
22	Cut Sheet Printer: Ricoh C751 Color	Serial #: C84085969	Yes
23	Cut Sheet Printer: Kodak Digimaster EX125	Serial #: C28003061	Yes
24	Cut Sheet Printer: Kodak Digimaster EX125	Serial #: C28003062	Yes

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 **“Business Hours”** means Monday - Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which 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)

2.2 **“Click Charges”** means the number of sheets/copies that have been produced by the printer.

2.3 **“Linear Feet”** means one foot (12 inches) in length.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

- 2.4 **“Consumables”** means products / items that are used recurrently. The following consumables will include but not be limited to toner, developer, oiler belts, fuser oil, photoconductors, cleaning web, and pressure rollers.
- 2.5 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.6 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 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.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Maintenance Services:

- 3.1.1.1 The Vendor must provide a maintenance service program for the printers and attachments identified on the attached Exhibit A - Pricing Page. Maintenance must be provided by either the manufacturer of the equipment or a representative trained and authorized by the manufacturer. If other than manufacturer, Vendor must provide written proof of authorization from manufacturer in response to this solicitation.
- 3.1.1.2 The Vendor must provide maintenance coverage 24 hours a day, 7 days a week, 365-days a year.
- 3.1.1.3 The Vendor must provide telephone support 24 hour by 7 days a week, 365 days a year. The Vendor must respond to the Agency site by phone within a maximum of thirty (30) minutes of notification. Vendor must provide an estimated time of arrival (ETA). The ETA at the Agency’s site must be within maximum of two (2) hours of the initial call from the Agency.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

3.1.1.4 The Vendor must perform diagnostics upon arrival and begin providing corrective action within a maximum of two (2) hours after the service personnel are on site. If the Vendor cannot identify the problem within two (2) hours after arriving on site, the Vendor must escalate the problem.

3.1.1.4.1 The Vendor must provide the Agency a report with a description of the issue, recommended corrective action, and a timetable on when the issue will be resolved.

3.1.1.5 The Vendor must provide a written report describing the nature of the work performed after each service call or occurrence of preventative maintenance.

3.1.1.6 The Vendor must be authorized to install manufacturers engineering changes and modifications in a timely manner, at the Agency's convenience. The Vendor must inform the Agency about patches/fixes when they are made generally available.

3.1.1.7 The Vendor must provide and maintain a parts cabinet at the Agency's site. The Agency and the Vendor will mutually determine the needed inventory. The Agency's site is located at:
Building 6 Room B-148
1900 Kanawha Blvd., E.
Charleston, WV 25305

3.1.1.8 The Vendor must maintain a local parts drop within 25 miles of the Agency's site. The parts stored at this location must be those deemed "critical" or having a tendency to be frequently replaced, as determined by the manufacturer.

3.1.1.9 Parts not stored locally must be ordered and shipped as follows:

If there is a non-critical problem, with no outage, the parts must be ordered and received within a maximum of twenty-four (24) hours of original problem-notification.

If there is a critical problem, with outage, the parts must be ordered and shipped promptly, and must arrive at the Agency's site within a maximum of twelve (12) hours of problem diagnosis.

The Agency will be the ultimate authority in deciding if the problem is critical.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

- 3.1.1.10 The Vendor's maintenance program must cover all labor, parts, materials, consumables (includes toner and developer) for each printer, inclusive of all travel expense. Paper and staples are excluded.
- 3.1.1.11 **ATTENTION: Vendors must NOT provide toner and developer for the IBM Info Print 4000 Printers. This is already provided for on a separate existing contract.**
- 3.1.1.12 The Vendor must assume full responsibility for the delivery, warranty and maintenance of all equipment and support services provided under this contract.
- 3.1.1.13 The Vendor must be responsible for supervising and directing the work under this contract. The use of subcontractors will not relieve the Vendor of sole responsibility for performance under this contract.

MONTHLY MAINTENANCE SERVICES FOR PRINTERS

- 3.1.2 **CONTRACT ITEM #1: Maintenance Services for the following printer:**
 - 3.1.2.1 The Vendor must include consumables for One (1) IBM Info Print 4000 - ID1 / Serial #: 13282
 - 3.1.2.2 **DO NOT INCLUDE TONER AND DEVELOPER**
- 3.1.3 **CONTRACT ITEM #2: Maintenance Services for the following printer:**
 - 3.1.3.1 The Vendor must include consumables for One (1) IBM Info Print 4000 - ID2 / Serial #: 14282
 - 3.1.3.2 **DO NOT INCLUDE TONER AND DEVELOPER**
- 3.1.4 **CONTRACT ITEM #3: Maintenance Services for the following printer:**
 - 3.1.4.1 Vendor must include consumables for One (1) Ricoh C901+ / Serial #: C84086416
- 3.1.5 **CONTRACT ITEM #4: Maintenance Services for the following printer:**
 - 3.1.5.1 Vendor must include consumables for One (1) Ricoh C751+ / Serial #: C84085969

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

3.1.6 CONTRACT ITEM #5: Maintenance Services for the following printer:

3.1.6.1 Vendor must include consumables for One (1) Kodak Digimaster / Serial #: C28003061

3.1.7 CONTRACT ITEM #6: Maintenance Services for the following printer:

3.1.7.1 Vendor must include consumables for One (1) Kodak Digimaster / Serial #: C28003062

MONTHLY MAINTENANCE SERVICES FOR ATTACHMENTS

3.1.8 CONTRACT ITEM #7: Maintenance Services for the following printer attachment:

3.1.8.1 Vendor must provide Maintenance Services for Undwinder P2: Roll System 1332-031 / Serial #: 9108

3.1.9 CONTRACT ITEM #8: Maintenance Services for the following printer attachments:

3.1.9.1 Vendor must provide Maintenance Services for Undwinder P1: Roll System 1332-031 / Serial #: 9506

3.1.10 CONTRACT ITEM #9: Maintenance Services for the following printer attachments:

3.1.10.1 Vendor must provide Maintenance Services for Trimmer: Roll System 1332-054 / Serial #: 18143

3.1.11 CONTRACT ITEM #10: Maintenance Services for the following printer attachments:

3.1.11.1 Vendor must provide Maintenance Services for Folder P1: Roll System 1332-033 / Serial #: 18224

3.1.12 CONTRACT ITEM #11: Maintenance Services for the following printer attachments:

3.1.12.1 Vendor must provide Maintenance Services for Folder P2: Roll System 1332-033 / Serial #: 18225

3.1.13 CONTRACT ITEM #12: Maintenance Services for the following printer attachments:

3.1.13.1 Vendor must provide Maintenance Services for Cutter: Roll System 1332-024 / Serial #: 18459

3.1.14 CONTRACT ITEM #13: Maintenance Services for the following printer attachments:

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

3.1.14.1 Vendor must provide Maintenance Services for Flipper: Roll System 1332-026 / Serial #: 18616

3.1.15 CONTRACT ITEM #14: Maintenance Services for the following printer attachments:

3.1.15.1 Vendor must provide Maintenance Services for Unloader P2: Roll System 1332-007 / Serial #: 18657

3.1.16 CONTRACT ITEM #15: Maintenance Services for the following printer attachments:

3.1.16.1 Vendor must provide Maintenance Services for Unloader P1: Roll System 1332-007 / Serial #: 18696

3.1.17 CONTRACT ITEM #16: Maintenance Services for the following printer attachments:

Vendor must provide Maintenance Services for Booklet Maker: Ricoh C751ES-C / Serial #: 12528637

CHARGES FOR PRINTERS

3.1.18 CONTRACT ITEM #17: Unit Charge for the following printer:

3.1.18.1 Vendor must provide Unit Charge - per Linear Feet - for One (1) IBM Info Print 4000 - ID2 / Serial #: 13282

3.1.18.1.1 Estimated Annual Volume – 22,500,000 Linear Feet

3.1.19 CONTRACT ITEM #18: Unit Charge for the following printer:

3.1.19.1 Vendor must provide Unit Charge - per Linear Feet - for One (1) IBM Info Print 4000 - ID2 / Serial #: 14282

3.1.19.1.1 Estimated Annual Volume – 22,500,000 Linear Feet

3.1.20 CONTRACT ITEM #19: Black and White Click Charge for the following printer:

3.1.20.1 Vendor must provide Click Charge for One (1) Ricoh C901+ / Serial #: C84086416

3.1.20.1.1 Estimated Annual Volume – 2,000,000 clicks

3.1.21 CONTRACT ITEM #20: Color Click Charge for the following printer:

3.1.21.1 Vendor must provide Click Charge for One (1) Ricoh C901+ / Serial #: C84086416

3.1.21.1.1 Estimated Annual Volume – 2,000,000 clicks

3.1.22 CONTRACT ITEM #21: Black and White Click Charge for the following printer:

3.1.22.1 Vendor must provide Click Charge for One (1) Ricoh C751+ / Serial #: C84085969

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

3.1.22.1.1 Estimated Annual Volume – 2,000,000 clicks

3.1.23 CONTRACT ITEM #22: Color Click Charge for the following printer:

3.1.23.1 Vendor must provide Click Charge for One (1) Ricoh C751+ /
Serial #: C84085969

3.1.23.1.1 Estimated Annual Volume – 2,000,000 clicks

3.1.24 CONTRACT ITEM #23: Click Charge for the following printer:

3.1.24.1 Vendor must provide Click Charge for One (1) Kodak Digimaster
/ Serial #: C28003061

3.1.24.1.1 Estimated Annual Volume – 2,000,000 clicks

3.1.25 CONTRACT ITEM #24: Click Charge for the following printer:

3.1.25.1 Vendor must provide Click Charge for One (1) Kodak Digimaster
/ Serial #: C28003062

3.1.25.1.1 Estimated Annual Volume – 2,000,000 clicks

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**CONTRACT WILL BE EVALUATED ON ALL LINES BUT ONLY
AWARDED ON FIRST YEAR.**

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

- 4.2 Pricing Pages:** Vendor must complete the Exhibit A – Pricing Page attached to the solicitation and submit with their bid. The Exhibit A – Pricing Page should be completed in its entirety to include contract year 1 and subsequent optional contract renewal years 2-4 as failure to do so may result in Vendor's bid being disqualified.

If Vendor is submitting their bid through wvOASIS, Vendor is to enter total overall cost on the commodity line provided in wvOASIS and must complete the Exhibit A – Pricing Pages and upload into wvOASIS as an attachment. Only pricing submitted via the Exhibit A – Pricing Pages will be evaluated for award.

- 4.2.1** For contract items #1 through #16 as they relate to Maintenance Services; the Vendor must provide a monthly cost (unit cost). The pricing pages include calculations to multiply the quantity, and the number of months (12) for extended total cost. See Pricing Example 01.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

- 4.2.2** For contract items #17 through #24 as they relate to Per Linear Feet and Click Charges, the Vendor must provide a unit cost. The pricing pages include calculations to multiply the estimated annual quantity for the extended total cost. See Pricing Example 02.

Contract Items #17 through #24 are estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Pricing Example 01:

Description	Unit of Measure	Quantity	Unit Cost	Number of Months	Extended Annual Cost
Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	\$300.00	12	\$3,600.00

Pricing Example 02:

Description	Unit of Measure	Estimated Annual Quantity	Unit Cost	X	Extended Annual Cost
Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000	\$0.02		\$450,000.00

The Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@wv.gov

5. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

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 the amount of time stated in Section 3.1.1.9. Contract Items must be delivered to Agency at:

Building 6 Room B-148
1900 Kanawha Blvd, E.
Charleston, WV 25305

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.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

6.5 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.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
High Speed Laser Printer Maintenance – OT17196

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 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
Telephone Number: 304-347-2344
Fax Number: 304-343-7611
Email Address: GREGORY.S.EVERETT@RICOH-USA.COM

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Monthly Maintenance Services for Printers					
	Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12		\$0.00
	Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12		\$0.00
	Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12		\$0.00
	Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12		\$0.00
	Monthly Maintenance Services for Attachments					
	Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12		\$0.00
	Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12		\$0.00
	Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12		\$0.00
	Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12		\$0.00
	Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12		\$0.00
	Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12		\$0.00
	Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12		\$0.00
	Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12		\$0.00
	Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12		\$0.00
	Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12		\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000			\$0.000000
	Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000			\$0.000000
	Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000			\$0.000000
	Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2					
	Monthly Maintenance Services for Printers					

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Optional Renewal Year 2 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12		\$0.00
	Monthly Maintenance Services for Attachments					
	Optional Renewal Year 2 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12		\$0.00
	Optional Renewal Year 2 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12		\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Optional Renewal Year 2 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 2 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3					

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Monthly Maintenance Services for Printers						
	Optional Renewal Year 3 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12		\$0.00
Monthly Maintenance Services for Attachments						
	Optional Renewal Year 3 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12		\$0.00
	Optional Renewal Year 3 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12		\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
Charges for Printers						
	Optional Renewal Year 3 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 3 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000			\$0.000000

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Optional Renewal Year 4					
	Monthly Maintenance Services for Printers					
	Optional Renewal Year 4 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901 / Serial #: C84086416	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12		\$0.00
	Monthly Maintenance Services for Attachments					
	Optional Renewal Year 4 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12		\$0.00
	Optional Renewal Year 4 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12		\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Optional Renewal Year 4 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901 / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901 / Serial #: C84086416	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000			\$0.000000
	Optional Renewal Year 4 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000			\$0.000000

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Total Cost						0.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Contract Items #17 through #24 are estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

nature: _____

Date: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. ☒ Application is made for 2.5% vendor preference for the reason checked:

- _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

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) reject the bid; 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.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: RICOH USA, INC

Signed: _____

Date: 7/14/17

Title: ACCOUNT MANAGER

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, INC

Authorized Signature: [Signature] Date: 5/23/17

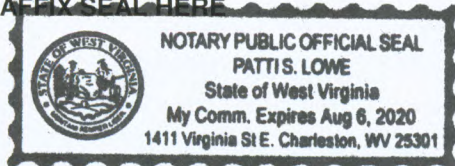
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of May, 2017.

My Commission expires Aug 6, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

Patti S. Lowe

Purchasing Affidavit (Revised 08/01/2015)

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

Monthly Maintenance Services for Printers

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

Optional Renewal Year 3

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Monthly Maintenance Services for Printers						
	Optional Renewal Year 3 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,600.26	\$19,203.12
	Optional Renewal Year 3 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,686.96	\$20,243.52
	Optional Renewal Year 3 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00
Monthly Maintenance Services for Attachments						
	Optional Renewal Year 3 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 3 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 3 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$531.20	\$6,374.40
	Optional Renewal Year 3 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 3 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 3 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,138.60	\$13,663.20
	Optional Renewal Year 3 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$129.06	\$1,548.72
	Optional Renewal Year 3 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 3 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 3 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
Charges for Printers						
	Optional Renewal Year 3 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.003100	\$69,750.000000
	Optional Renewal Year 3 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.003100	\$0.000000
	Optional Renewal Year 3 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Optional Renewal Year 3 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Optional Renewal Year 3 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Optional Renewal Year 3 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Optional Renewal Year 3 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 3 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Optional Renewal Year 4						
Monthly Maintenance Services for Printers						
	Optional Renewal Year 4 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,852.50	\$22,230.00
	Optional Renewal Year 4 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,952.89	\$23,434.68
	Optional Renewal Year 4 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00
Monthly Maintenance Services for Attachments						
	Optional Renewal Year 4 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$454.05	\$5,448.60
	Optional Renewal Year 4 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$454.05	\$5,448.60
	Optional Renewal Year 4 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$614.92	\$7,379.04
	Optional Renewal Year 4 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$1,156.82	\$13,881.84
	Optional Renewal Year 4 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$1,156.82	\$13,881.84
	Optional Renewal Year 4 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,318.07	\$15,816.84
	Optional Renewal Year 4 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$149.40	\$1,792.80
	Optional Renewal Year 4 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$78.04	\$936.48
	Optional Renewal Year 4 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$78.04	\$936.48
	Optional Renewal Year 4 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
Charges for Printers						
	Optional Renewal Year 4 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.003200	\$72,000.000000
	Optional Renewal Year 4 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.003200	\$0.000000
	Optional Renewal Year 4 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Optional Renewal Year 4 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Optional Renewal Year 4 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Optional Renewal Year 4 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Optional Renewal Year 4 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 4 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Total Cost						861,257.04

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Contract Items #17 through #24 are estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

nature: _____

Date: _____

7/14/17

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
Monthly Maintenance Services for Printers						
	Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,524.06	\$18,288.72
	Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,606.65	\$19,279.80
	Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00
	Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00
Monthly Maintenance Services for Attachments						
	Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$373.55	\$4,482.60
	Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$373.55	\$4,482.60
	Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$505.90	\$6,070.80
	Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$951.72	\$11,420.64
	Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$951.72	\$11,420.64
	Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,084.38	\$13,012.56
	Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$122.91	\$1,474.92
	Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$64.20	\$770.40
	Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$64.20	\$770.40
	Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
Charges for Printers						
	Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.002900	\$65,250.000000
	Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.002900	\$0.000000
	Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000
Optional Renewal Year 2						
Monthly Maintenance Services for Printers						
	Optional Renewal Year 2 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,600.26	\$19,203.12
	Optional Renewal Year 2 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,686.98	\$20,243.76
	Optional Renewal Year 2 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Optional Renewal Year 2 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 2 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 2 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00
	Monthly Maintenance Services for Attachments					
	Optional Renewal Year 2 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 2 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 2 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$531.20	\$6,374.40
	Optional Renewal Year 2 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 2 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 2 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,138.60	\$13,663.20
	Optional Renewal Year 2 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$129.06	\$1,548.72
	Optional Renewal Year 2 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 2 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 2 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Optional Renewal Year 2 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.003000	\$67,500.000000
	Optional Renewal Year 2 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.003000	\$0.000000
	Optional Renewal Year 2 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Optional Renewal Year 2 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Optional Renewal Year 2 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Optional Renewal Year 2 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Optional Renewal Year 2 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 2 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 3					
	Monthly Maintenance Services for Printers					
	Optional Renewal Year 3 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,600.26	\$19,203.12
	Optional Renewal Year 3 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,686.96	\$20,243.52
	Optional Renewal Year 3 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 3 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Monthly Maintenance Services for Attachments					
	Optional Renewal Year 3 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 3 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$392.23	\$4,706.76
	Optional Renewal Year 3 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$531.20	\$6,374.40
	Optional Renewal Year 3 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 3 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$999.31	\$11,991.72
	Optional Renewal Year 3 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,138.60	\$13,663.20
	Optional Renewal Year 3 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$129.06	\$1,548.72
	Optional Renewal Year 3 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 3 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$67.41	\$808.92
	Optional Renewal Year 3 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Optional Renewal Year 3 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.003100	\$69,750.000000
	Optional Renewal Year 3 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.003100	\$0.000000
	Optional Renewal Year 3 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Optional Renewal Year 3 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Optional Renewal Year 3 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Optional Renewal Year 3 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Optional Renewal Year 3 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 3 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 4					
	Monthly Maintenance Services for Printers					
	Optional Renewal Year 4 - Contract Item #1: Maintenance Services including consumables for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,852.50	\$22,230.00
	Optional Renewal Year 4 - Contract Item #2: Maintenance Services including consumables for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282 (Do NOT include Toner / Developer)	Monthly	1	12	\$1,952.89	\$23,434.68
	Optional Renewal Year 4 - Contract Item #3: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #4: Maintenance Services including consumables for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #5: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Monthly	1	12	\$1,000.00	\$12,000.00
	Optional Renewal Year 4 - Contract Item #6: Maintenance Services including consumables for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Monthly	1	12	\$1,000.00	\$12,000.00
	Monthly Maintenance Services for Attachments					
	Optional Renewal Year 4 - Contract Item #7: Maintenance Services on the following printer attachment: Undwinder P2: Roll System 1332-031 / Serial #: 9108	Monthly	1	12	\$454.05	\$5,448.60
	Optional Renewal Year 4 - Contract Item #8: Maintenance Services on the following printer attachment: Undwinder P1: Roll System 1332-031 / Serial #: 9506	Monthly	1	12	\$454.05	\$5,448.60
	Optional Renewal Year 4 - Contract Item #9: Maintenance Services on the following printer attachment: Trimmer: Roll System 1332-054 / Serial #: 18143	Monthly	1	12	\$614.92	\$7,379.04

EXHIBIT A – Pricing Page
OT17196 - High Speed Laser Printer Maintenance

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked so you can provide pricing.

	Description	Unit of Measure	Quantity	Number of Months	Unit Cost	Extended Annual Cost
	Optional Renewal Year 4 - Contract Item #10: Maintenance Services on the following printer attachment: Folder P1: Roll System 1332-033 / Serial #: 18224	Monthly	1	12	\$1,156.82	\$13,881.84
	Optional Renewal Year 4 - Contract Item #11: Maintenance Services on the following printer attachment: Folder P2: Roll System 1332-033 / Serial #: 18225	Monthly	1	12	\$1,156.82	\$13,881.84
	Optional Renewal Year 4 - Contract Item #12: Maintenance Services on the following printer attachment: Cutter: Roll System 1332-024 / Serial #: 18459	Monthly	1	12	\$1,318.07	\$15,816.84
	Optional Renewal Year 4 - Contract Item #13: Maintenance Services on the following printer attachment: Flipper: Roll System 1332-026 / Serial #: 18616	Monthly	1	12	\$149.40	\$1,792.80
	Optional Renewal Year 4 - Contract Item #14: Maintenance Services on the following printer attachment: Unloader P2: Roll System 1332-007 / Serial #: 18657	Monthly	1	12	\$78.04	\$936.48
	Optional Renewal Year 4 - Contract Item #15: Maintenance Services on the following printer attachment: Unloader P1: Roll System 1332-007 / Serial #: 18696	Monthly	1	12	\$78.04	\$936.48
	Optional Renewal Year 4 - Contract Item #16: Maintenance Services on the following printer attachment: Booklet Maker: Ricoh C751ES-C / Serial #: 12528637	Monthly	1	12	\$0.00	\$0.00
	Description	Unit of Measure	Estimated Annual Quantity	X	Unit Cost	Extended Annual Cost
	Charges for Printers					
	Optional Renewal Year 4 - Contract Item #17: Unit Charge for Printer 1: IBM Info Print 4000-ID1 / Serial #: 13282	Per Linear Feet	22,500,000		\$0.003200	\$72,000.000000
	Optional Renewal Year 4 - Contract Item #18: Unit Charge for Printer 2: IBM Info Print 4000-ID2 / Serial #: 14282	Per Linear Feet	22,500,000		\$0.003200	\$0.000000
	Optional Renewal Year 4 - Contract Item #19: Black and White Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.014200	\$0.000000
	Optional Renewal Year 4 - Contract Item #20: Color Click Charge for Cut Sheet Printer: Ricoh C901+ / Serial #: C84086416	Per Click	2,000,000		\$0.054500	\$0.000000
	Optional Renewal Year 4 - Contract Item #21: Black and White Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.015700	\$0.000000
	Optional Renewal Year 4 - Contract Item #22: Color Click Charge for Cut Sheet Printer: Ricoh C751 / Serial #: C84085969	Per Click	2,000,000		\$0.062900	\$0.000000
	Optional Renewal Year 4 - Contract Item #23: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003061	Per Click	2,000,000		\$0.008700	\$0.000000
	Optional Renewal Year 4 - Contract Item #24: Click Charge for Cut Sheet Printer: Kodak Digimaster EX125 / Serial #: C28003062	Per Click	2,000,000		\$0.008700	\$0.000000
Total Cost						861,257.04

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Contract Items #17 through #24 are estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Signature: _____

Date: _____