



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

## Header 1

List View

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 876766

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 000000119903

SO Doc ID: ISC2100000032

Legal Name: RICOH USA INC

Published Date: 6/23/21

Alias/DBA:

Close Date: 6/29/21

Total Bid: \$284,834.42

Close Time: 13:30

Response Date: 06/22/2021

Status: Closed

Response Time: 18:16

Solicitation Description: Black and White Printers w/ Maintenance and Clicks

Responded By User ID: GEVERETT

Total of Header Attachments: 1

First Name: Greg

Total of All Attachments: 1

Last Name: Everett

Email: gregory.s.everett@ricoh-

Phone: 304.590.3628



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 876766  
**Solicitation Description:** Black and White Printers w/ Maintenance and Clicks (OT21131)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-06-29 13:30	SR 0210 ESR06222100000008374	1

**VENDOR**  
000000119903  
RICOH USA INC

**Solicitation Number:** CRFQ 0210 ISC2100000032  
**Total Bid:** 284834.4199999999837018549442 **Response Date:** 2021-06-22 **Response Time:** 18:16:50  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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	3.1.1 Black and White Printers	2.00000	EA	87217.210000	174434.42

Comm Code	Manufacturer	Specification	Model #
43212100			

**Commodity Line Comments:** Ricoh Pro 8320S x 2 - Both configured per bid specifications and ready to connect to RPD.

**Extended Description:**

3.1.1 - Two Printers, Installation, and Training Services

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 Maintenance Services for One Black and White Printer	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 Maintenance Services for One Black and White Printer	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.3 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.4 Click Charges for One Black and White Printer	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.5 Click Charges for One Black and White Printer	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.5 - Click Charges for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Maintenance Services for One Black and White Printer-YR2	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Maintenance Services for One Black and White Printer-Y2	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.3 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Click Charges for One Black and White Printer-YR2	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Click Charges for One Black and White Printer-YR2	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Maintenance Services for One Black and White Printer-YR3	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Maintenance Services for One Black and White Printer-YR3	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Click Charges for One Black and White Printer-YR3	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Click Charges for One Black and White Printer-YR3	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Maintenance Services for One Black and White Printer-YR4	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Maintenance Services for One Black and White Printer-YR4	12.00000	MO	1000.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Commodity Line Comments:** 24 x 7 Maintenance and Support

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Click Charges for One Black and White Printer-YR4	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Click Charges for One Black and White Printer-YR4	500000.00	EA	0.003600	1800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Commodity Line Comments:

Extended Description:

3.1.4 - Click Charges for One of the Printers





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

State of West Virginia  
Centralized Request for Quote  
Info Technology

Proc Folder: 876766

Doc Description: Black and White Printers w/ Maintenance and Clicks (OT21131)

Proc Type: Central Master Agreement

Reason for Modification:

Addendum No. 04 is being issued to extend the bid opening a week and address all technical questions..... See Page 2 for complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-14	2021-06-23 13:30	CRFQ 0210 ISC2100000032	4

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Customer Code: 000000119903

Vendor Name : RICOH USA, INC.

Address : RICOH USA, INC.

Street : 300 Eagleview Boulevard, Suite 200

City : Exton

State : PA

Country : USA

Zip : 19341

Principal Contact : GREG EVERETT

Vendor Contact Phone: 304.590.3628

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

Vendor  
Signature X

FEIN# 23-0334400

DATE

6/22/21

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

**Reason for Modification:**

Addendum No. 04 is being issued to extend the bid opening a week and address all technical questions received.

No other changes.

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the purchase of two (2) high-speed production laser black & white cutsheet printers, associated click charges, maintenance services, and connection to existing West Virginia Office Technology-owned Ricoh Process Director workflow automation system per the terms and conditions and specifications as attached.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 Black and White Printers	2.00000	EA	\$87,217.21	\$174,434.42

Comm Code	Manufacturer	Specification	Model #
43212100	RICOH		PRO 8320S

**Extended Description:**

3.1.1 - Two Printers, Installation, and Training Services

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 Maintenance Services for One Black and White Printer	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306	RICOH	24X7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 Maintenance Services for One Black and White Printer	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306	RICOH	24X7 SERVICE	

**Extended Description:**

3.1.3 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 Click Charges for One Black and White Printer	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.5 Click Charges for One Black and White Printer	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.5 - Click Charges for One of the Printers.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Maintenance Services for One Black and White Printer-YR2	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306		24X7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance Services for One Black and White Printer-Y2	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306			

**Extended Description:**

3.1.3 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Click Charges for One Black and White Printer-YR2	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Click Charges for One Black and White Printer-YR2	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance Services for One Black and White Printer-YR3	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306		24 X 7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Maintenance Services for One Black and White Printer-YR3	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306		24 X 7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Click Charges for One Black and White Printer-YR3	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Click Charges for One Black and White Printer-YR3	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Maintenance Services for One Black and White Printer-YR4	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306		24 X 7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.



INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Maintenance Services for One Black and White Printer-YR4	12.00000	MO	\$1,000.00	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
81112306		24 X 7 SERVICE	

**Extended Description:**

3.1.2 - Monthly Maintenance Services for One of the Printers.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Click Charges for One Black and White Printer-YR4	500000.00000	EA	\$0.0036	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

3.1.4 - Click Charges for One of the Printers

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY  1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Click Charges for One Black and White Printer- YR4	500000.00000	EA	\$0.0036	\$1,800.00
Comm Code	Manufacturer	Specification	Model #		
82121500					

**Extended Description:**  
3.1.4 - Click Charges for One of the Printers

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-05-20

	Document Phase	Document Description	Page 11
ISC2100000032	Final	Black and White Printers w/ Maintenance and Clicks (OT21131)	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ISC2100000032**

**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 checked="" 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 checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" 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

*Chun Huang*  
\_\_\_\_\_  
Authorized Signature

*6/17/21*  
\_\_\_\_\_  
Date

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

Revised 6/8/2012

## 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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 04/21/2021

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:

Submit Questions to:

2019 Washington Street, East

Charleston, WV 25305

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

Email:

**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 a 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:

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

[ ] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **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 \_\_\_\_\_  
Revised 04/21/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
<b>INSURED</b> Ricoh Americas Holdings, Inc. Ricoh USA, Inc. 300 Eagleview Blvd., Suite 200 Exton, PA 19341	<table border="1"> <thead> <tr> <th data-bbox="815 426 1432 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1432 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1432 478">INSURER A: Sompo America Insurance Company</td> <td data-bbox="1432 451 1572 478">11126</td> </tr> <tr> <td data-bbox="815 478 1432 506">INSURER B: Tokio Marine America Insurance Company</td> <td data-bbox="1432 478 1572 506">10945</td> </tr> <tr> <td data-bbox="815 506 1432 533">INSURER C: Safety National Casualty Corporation</td> <td data-bbox="1432 506 1572 533">15105</td> </tr> <tr> <td data-bbox="815 533 1432 560">INSURER D:</td> <td data-bbox="1432 533 1572 560"></td> </tr> <tr> <td data-bbox="815 560 1432 588">INSURER E:</td> <td data-bbox="1432 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1432 615">INSURER F:</td> <td data-bbox="1432 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sompo America Insurance Company	11126	INSURER B: Tokio Marine America Insurance Company	10945	INSURER C: Safety National Casualty Corporation	15105	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W21295680

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GDL40033H0	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b>			ADV40018S0	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU6402167-13	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			LDC4054740	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies to Workers Compensation, where required by written contract and as permitted by law.

## CERTIFICATE HOLDER

## CANCELLATION

State of West Virginia WVOT  
1900 Kanawha Blvd E  
Bldg 5 10th Floor  
Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** 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. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 § 148-1-5.2.b.

**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 WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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.

**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.

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the  
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WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



**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.

Greg Everett Account Manager

(Name, Title)

Greg Everett Account Manager

(Printed Name and Title)

11 ACE DR ROMNEY, WV. 26757

(Address)

304.590.3628

(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Ricoh USA, Inc

(Company)

(Authorized Signature) (Representative Name, Title)

Christopher Kersey Vice President DMV

(Printed Name and Title of Authorized Representative)

(Date)

757.285.8379

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Black and White Cut Sheet Printers (OT21131)**

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**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 a contract for the purchase of two (2) high-speed production laser black & white cutsheet printers, associated click charges, maintenance services, and connection to existing West Virginia Office Technology-owned Ricoh Process Director workflow automation system.
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 **“Agency”** means the customer, i.e., the West Virginia Office of Technology.
  - 2.2 **“ADF”** means automatic document feeder.
  - 2.3 **“Business Hours”** means Monday – Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
    - New Year’s Day (January 1)
    - Martin Luther King Day (Third Monday in January)
    - President’s Day (Third Monday in February)
    - Memorial Day (Last Monday in May)
    - West Virginia Day (June 20)
    - Independence Day (July 4)
    - Labor Day (First Monday in September)
    - Columbus Day (Second Monday in October)
    - Veterans Day (November 11)
    - Thanksgiving (Fourth Thursday in November)
    - Day After Thanksgiving (Fourth Friday in November)
    - Christmas Day (December 25)
  - 2.4 **“Consumables”** means commodities such as toner, fuser oil, filters, waste containers, and staples.
  - 2.5 **“Contract Item”** or **“Contract Items”** means a Ricoh Pro 8320S Black & White Sheet-Fed Printer with booklet maker, or equal, as identified below.
  - 2.6 **“DPI”** means Dots Per Inch.
  - 2.7 **“EPS”** means Encapsulated PostScript.
  - 2.8 **“GSM”** means Grams per Square Meter.
  - 2.9 **“JPEG”** means Joint Photographic Expert Group.
  - 2.10 **“LB”** means pound.

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**2.11 “LCIT”** means Large Capacity Input Tray.

**2.12 “PCL”** means Printer Command Language.

**2.13 “PDF”** means Portable Document Format.

**2.14 “PDF/VT”** means Portable Document Format optimized for variable and transactional printing.

**2.15 “PDL”** means Printer Description Language.

**2.16 “PPM”** means Pages Per Minute.

**2.17 “PPML”** means Personalized Print Markup Language.

**2.18 “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.

**2.19 “PS”** means PostScript.

**2.20 “Remote Administration”** means any method of controlling a computer from a remote location.

**2.21 “Remote Diagnostics”** means any method of diagnosing a problem or issue remotely.

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

**2.23 “TCP/IP”** means Transmission Control Protocol/Internet Protocol.

**2.24 “TCRU”** means Trained Customer Replaceable Units.

**2.25 “TIFF”** means Tagged Image File Format.

**2.26 “VPS”** means Variable Print Specifications.

**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.

REQUEST FOR QUOTATION  
**Black and White Cut Sheet Printers (OT21131)**

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**3.1.1 Contract Item #1: Ricoh Pro 8320S Black & White Cutsheet Printer or Equal**

- 3.1.1.1** The Vendor must provide a quantity of two (2) Ricoh Pro8320S Black & White Cutsheet Printers or Equal that meet the following specifications.
- 3.1.1.2** The equipment must be new and covered by manufacturer warranty. Remanufactured or warranted-as-new equipment is unacceptable.
- 3.1.1.3** Must have external print controller Fiery System FS300 Pro Controller EB-85 with ImageViewer B/W and Impose and Compose licenses or equal operating system with print intake software compatible with printers.
- 3.1.1.4** Must have minimum of 3.3GHz, a minimum of 8GB Memory, and a minimum of 500GB Hard Drive.
- 3.1.1.5** Print controller software must be able to reprint jobs in entirety or by page range.
- 3.1.1.6** Print controller software must have the capability to resume printing from an interruption and reprint the affected page(s).
- 3.1.1.7** Must be compatible with Microsoft Windows 10- and 64-bit operating system.
- 3.1.1.8** Must support Remote Administration and Remote Diagnostics.
- 3.1.1.9** Printer must be capable of minimum of 2400 x 4800 dpi.
- 3.1.1.10** Printer must be capable of TCP/IP with Ethernet connectivity 10/100/1000 Base-T minimum.
- 3.1.1.11** Printer must be capable of file types of PCL, PS, PDF, EPS, TIFF, PDF/VT, PPML, VPS and JPEG.
- 3.1.1.12** Printer must print a minimum of 135 pages per minute, 8 ½" x 11", simplex mode, Black & White.
- 3.1.1.13** Printer must include ADF.
- 3.1.1.14** Printer must scan to email full color and black & white documents.
- 3.1.1.15** Printer must have a maximum scan area of 11.7" x 17".

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**Black and White Cut Sheet Printers (OT21131)**

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- 3.1.1.16** Printer must scan-to-FTP.
- 3.1.1.17** Must include paper library function linked to a paper catalog with no less than 500 entries.
- 3.1.1.18** Printer must have a minimum input capacity of four (4) input trays. This includes two (2) vacuum fed LCITs. All trays must have minimum total capacity of 2,200 sheets each. Must support up to 470 gsm.
- 3.1.1.19** All paper trays must be vacuum feed/air assist for handling of thick or glossy stocks.
- 3.1.1.20** Printer must utilize oil-less belt-fusing method.
- 3.1.1.21** Must have paper decurler unit to adjust for curl due to heat.
- 3.1.1.22** Must have a buffer pass feature or equivalent to cool toner immediately after leaving fusing station. Feature crystallizes the toner, enhancing the color while preventing bricking.
- 3.1.1.23** Printer must accept paper sizes from a minimum of 5.5" x 8.5" to maximum 13" x 19.2".
- 3.1.1.24** Printer must support the following paper weights: 14lb Bond – 150lb. Cover.
- 3.1.1.25** Printer must have one (1) High-Capacity Stacker with roll-away carts. Stacker must have minimum capacity of 5,000 sheets.
- 3.1.1.26** Printer must have Stapler Finisher Shift Tray.
  - 3.1.1.26.1** Must have minimum capacity of 3,000 sheets, 8 1/2" x 11" paper.
  - 3.1.1.26.2** Must accept paper sizes 8 1/2" x 11" to 11" x 17".
  - 3.1.1.26.3** Must have multiple staple positions.
  - 3.1.1.26.4** Must be capable of stapling from a minimum of 2 sheets to maximum of 100 sheets, 8 1/2" x 11".
  - 3.1.1.26.5** Must be capable of stapling from a minimum of 2 sheets to 50 sheets, 11" x 17" and 8 1/2" x 14".
- 3.1.1.27** Printer must include hole punch. Punch must have registration sensor. Must be able to punch a maximum quantity of four (4) holes.
- 3.1.1.28** Printer must include two (2) TCRU kits or equal backup kits that provide the following:

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**3.1.2 Contract Item #2: Maintenance Services for One (1) Ricoh Pro 8320S Black & White Cutsheet Printer or equal.**

- 3.1.2.1** Vendor must have the ability to provide support for seven (7) days a week with 24-hour service with one (1) hour call back and two (2) hour on-site support. Must provide on-site analyst technical support as needed.
- 3.1.2.2** Vendor must provide a monthly maintenance and replenishment program that includes all consumables replenishment cost per copy. Monthly replenishment must include consumable parts (toner, filters, waste containers, staples), labor, ink and cost per copy (excludes paper).
- 3.1.2.3** Must be billed monthly including maintenance and cost per copy for paper sizes up to and including 13" x 19.2".
- 3.1.2.4** Active maintenance from the Vendor will ensure that the vendor will make any necessary repairs, replace any defective parts, perform preventative maintenance, install/update software changes, replace all monthly consumables not including paper as well as any modifications required to maintain the Contract Items at no additional cost to the Agency.
- 3.1.2.5** Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing division.

**3.1.3 Contract Item #3: Maintenance Services for One (1) Ricoh Pro 8320S Black & White Cutsheet Printer or equal.**

- 3.1.3.1** Vendor must have the ability to provide support for seven (7) days a week with 24-hour service with one (1) hour call back and two (2) hour on-site support. Must provide on-site analyst technical support as needed.
- 3.1.3.2** Vendor must provide a monthly maintenance and replenishment program that includes all consumables replenishment cost per copy. Monthly replenishment must include consumable parts (toner, filters, waste containers, staples, etc.), labor, ink and cost per copy (excludes paper).

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**3.1.3.3** Must be billed monthly including maintenance and cost per copy for paper sizes up to and including 13" x 19.2".

**3.1.3.4** Active maintenance from the Vendor will ensure that the vendor will make any necessary repairs, replace any defective parts, perform preventative maintenance, install/update software changes, replace all monthly consumables not including paper as well as any modifications required to maintain the Contract Items at no additional cost to the Agency.

**3.1.3.5** Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing division.

**3.1.4 Contract Item #4: Black and White Click Charge for the following printer:**

**3.1.4.1** Vendor must provide Click Charge per copy for One (1) Ricoh Pro 8320S Black & White Cutsheet Printer or Equal.

**3.1.4.2** Estimated Monthly Volume – 500,000 clicks.

**3.1.5 Contract Item #5: Black and White Click Charge for the following printer:**

**3.1.5.1** Vendor must provide Click Charge per copy for One (1) Ricoh Pro 8320S Black & White Cutsheet Printer, or equal.

**3.1.5.2** Estimated Monthly Volume – 500,000 clicks.

**3.1.6 Alternate 'or Equal' Submission**

**3.1.6.1** Vendor submitting an alternate brand must include documentation with their bid. Vendor must include alternate brand information with alternative part numbers on Pricing Page.

**4. CONTRACT AWARD:**

**4.2 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.**



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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 should complete the attached Exhibit A - Pricing Page by listing the unit price for Contract Item 1. The Vendor will need to list the monthly maintenance price for Contract Items 2 thru 4. Vendor will need to list years 2, 3 and 4. The Vendor must list the “overall total cost” calculated on the Pricing Page on the wvOASIS pricing section. The Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before contract is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

**5. ORDERING AND PAYMENT:**

- 5.1 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 contact the Agency ~~ship the Contract Items~~ immediately after being awarded this Contract and receiving a purchase order or notice to proceed to schedule an onsite pre-installation meeting. The Vendor and Agency shall meet at the Agency’s premises within ten (10) days of receiving the purchase order or notice to proceed.

The Agency and the Vendor will discuss pre-installation activities as well as the actual installation, and schedule installation date and time. Vendor must be flexible to accommodate agency commitments as this contract item can only be installed during the last 10 days of the month.

The Contract Item must be delivered to the Agency’s site located at:

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

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There is a loading dock adjacent to the building. The dock area is accessible by tractor-trailer. The loading dock itself is approximately four (4) feet high. There are no tight turns, carpet or other such obstacles between the loading dock and the equipment.

- 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.

- 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:**

- 7.2** 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.

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**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 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.

<b>Contract Manager:</b>	GREGORY EVERETT
<b>Telephone Number:</b>	304.590.3628
<b>Fax Number:</b>	
<b>Email Address:</b>	GREGORY.S.EVERETT@RICOH-USA.COM

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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

Authorized Signature: \_\_\_\_\_ Date: 6/14/21

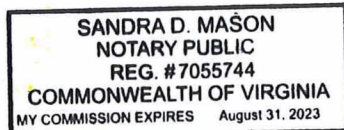
State of Virginia

County of Hennico, to-wit:

Taken, subscribed, and sworn to before me this 14 day of June, 2021.

My Commission expires 8/31, 2023.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

Sandra D. Mason