



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

# Request for Quotation

RFQ NUMBER
AGR0904

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2008				

BID OPENING DATE: 12/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #02		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE,		
				AND		
				2.) RE-ESTABLISH THE BID OPENING DATE		
				BID OPENING DATE IS: 12/18/2008		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** ADDENDUM #02 *****		
0001	1	EA		985-26-01-001		
				DIGITAL COLOR PRESS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

**RFQ#: AGR0904**  
**Addendum No. 1**  
**Technical Questions and Answers**

1. It is a fair assumption that this unit will be purchased via cash sale with ongoing costs for maintenance and supplies?

**Answer:** Yes

2. What specific product evaluation conditions will support "acceptance" of the product upon delivery?

**Answer:** The project must be fully operational in accordance with stated specifications.

3. Is it accurate to state the pricing offerings required are for service / supplies / maintenance for a 5 and 7 year term?

**Answer:** Please refer to bid spec #22

4. Is the "cancellation clause" specific to the maintenance portion of the pricing quoted?

**Answer:** The cancellation language listed under Exhibit 1 is specific to the click charge; however, this does not negate the cancellation language covered under Item 10 of the general terms and conditions which applies to the entire content.

5. As Industry Standard 12.6x19.2 is commonly referred to as 13x19 – Is this an acceptable large size paper max size?

**Answer:** This size is referring to the image area not the paper size (Bid spec #1). Paper size is referred to in Bid Spec #11 as 13 x 19.2.

6. What specific machine adjustments (without operator intervention) constitute acceptance of item #3 on the spec portion of the document?

**Answer:** Performing color calibration on every other page.

7. For item #4 on the spec sheet, what specific capabilities are needed for control over color management in each of the following areas - RGB/CMYK/Pantone, GCR, SWOP, sRGB, SpotOn, ColorCAL, HKS, Toyo, and DIC?

**Answer:** The capabilities needed will enable us to consistently match a wide range of specific color libraries over both long and short production runs, over a wide range of media, with both automatic and operator discretionary control.

8. Could you please define what the following terms in item #5 mean, and what they will be used for - advanced job reorder, archiving, continuous print, PDF editing, print/process next, document merge, and suspend on mismatch?

**Answer:** all of these operations are for optimizing overall productions, job quality, and prioritization in a deadline oriented workplace.

9. Can you please define what integration you wish to accomplish with item # 7? Please explain in detail.

**Answer:** All of our jobs are on a computer network and this machine must be linked to the network electronically for job access and control.

10. What constitutes wax based toner in item #10? If quality is high why is the type toner important?

**Answer:** Wax based toner is oil-free and utilizes small particles so the toner fixes evenly and lays flat on the paper.

11. What are the specific booklet trimming capabilities needed for item # 13?

**Answer:** We need to have the ability to trim the trail edge of the book for a professional finished book.

12. How will vendors be able to respond to item #18 and #19 as this software is proprietary to only one vendor?

**Answer:** In our research, we have found that more than one vendor has the ability to operate and service the planet press software.

13. What does having a Planet Press software analyst have to do with the purchase of a production color Digital Press?

**Answer:** The digital press must have the capability to run variable data. A Planet Press software analyst if needed to provide support.

14. On service in #20, how will this requirement be measured, and what are the ramifications if this requirement is not met ongoing?

**Answer:** This requirement is measured from the time of the service call to the time of the response by the technician. If there is a recurring problem with the service response time then we will deem the vendor unable to meet the bid specifications.

15. What is the geographical range for references given for the product quoted?

**Answer:** There is not a geographical range. We are requesting verifiable references.

16. With the cost associated for this purchased will you be open to see this product demonstrated at locations within the Charleston area? Could this become requirement?

**Answer:** A demonstration is not required.

17. Do you plan to have a vendors meeting to discuss questions?

**Answer:** A vendor meeting is not required, but acceptable.

18. You reference a Canon 7000VP and use the specifications from its brochure; are you going to be open to equal or better products?

**Answer:** The specifications reference "Canon Imagepress C7000VP or equal"

19. Is their a reason you set the speed at 70 copies per minute?

**Answer:** 70 pages per minute (letter) is our target production output.

20. Have you looked at 80 copies/prints per minute Digital Presses? Would be open to exploring this type products?

**Answer:** 70 pages per minute (letter) is our target production output.. Anything meeting specifications or above will be considered.

21. There isn't a dealer in West Virginia who has sold or placed a Canon Digital Press unit anywhere within the state as of yet...to say the least 3 units.

**Answer:** The references are not limited to the State of West Virginia. We require verification that the vendor has experience with the product.

22. There isn't a Dealer in the State that has 2 locally trained technicians either. No dealer in the state has any technicians to be trained as of yet.

**Answer:**

Revise Item 20 to read:

"Must have, at a minimum, one local factory trained service technician that must respond to a service call within one hour by phone and be on-site within two hours. Factory trained service certification certificates must be made available upon request. Vendor must have 24 hour toll free technical support hotline."

23. The only Dealer who is located within the state who has any other offices outside of the State, (the closest being Lexington) who have had any dealings with Digital Presses, have now been sold.

They are now no longer authorized by Canon as dealers. Although they can sell what they have in stock, and under undisclosed terms at this time, may still be able to purchase parts, but only for 3 years, the full extent of that impact is yet to be seen. Updates, Firmware, etc., may not be included.

**Answer:** If the winning vendor is not able to meet the specifications, the contract would be subject to cancellation.