



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
DIGCOP09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIGCOP

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/03/2008				

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE DIGITAL COPIERS TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>***** MANDATORY PRE-BID CONFERENCE WILL BE HELD ON SEPTEMBER 15, 2008 AT 9:00AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305. ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID MEETING CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER.</p> <p>***** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, SEPTEMBER 11, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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."

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



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0001	1	LS		985-64		
<p>VENDORS SHALL USE THE ATTACHED "COST SHEETS AND COPIER ACCESSORY LISTING AND SUMMARY COST SHEET FOR EVALUATION" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERSION OF THESE PRICING PAGES CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND THE ELECTRONIC COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL.</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTATION:</p> <ol style="list-style-type: none"> DIGCOP09 SPECIFICATIONS, DIGCOP09 COST, SUMMARY AND COPIER ACCESSORY LIST SHEETS. PURCHASING AFFIDAVIT <p>DIGITAL COPIERS AND PRINTERS</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD</p>						

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<p>MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA</p>						

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<p>SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF</p>						

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<p>BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p>						

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42 RFQ. NO.: DIGCOP09 BID OPENING DATE: 10/01/2008 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DIGCOP09 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DIGCOP09 SPECIFICATIONS

1.0 General Terms & Conditions

The purpose of the RFQ is to establish a contract for the purchase and/or rental of multi-function monochrome digital copiers and small color copiers. The resultant contract will provide digital copiers with established minimum technical specifications and service requirements. The main bands are determined primarily by copy volumes with limited features required to result in similar copiers being available within each band. It is not the intent of the State to dictate technical configurations of copiers within any band, but rather to define general needs and allow each contractor to provide a copier within their normal marketing strategies to meet those needs.

Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of the sub.

Vendor should provide with their bid a list of all sub contractors that includes the equipment they will be providing and/or servicing and the areas of the State they will provide coverage for. List of subcontractors must be provided prior to award. Failure to provide the required documentation within the time indicated may be grounds for disqualification of the Vendor's bid.

Rental Term

Prices for all standard rental units are to be priced for a 24, 36, and 48 month term. Rental orders may be extended for up to two (2) additional one (1) year periods, at a reduced rate, upon mutual written agreement of the parties. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extension should only be used when an agency has a compelling reason such as anticipation of an office move or closing.

After expiration of the master contract for new placements, the contract shall remain active for payment purposes only of any ongoing rental or maintenance orders.

Contract Termination

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice.

Non-Appropriation of Funds

If the Agency is not allotted funds in any succeeding year for the continued use of the service or commodity covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty.

Quantities

Quantities listed in the RFQ are approximations only, based on estimates supplied by the State Spending unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of contract, whether more or less than the quantities shown.

Usage Report

Vendor is to provide a nine (9) month summary report of procurement volumes by item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract.

Damages

Agencies shall be responsible for damages or loss of rental equipment of this contract that are incurred as a result of misuse, abuse vandalism, theft, fire, flood or any other occurrence where it

is determined that necessary care was not taken by the agency to prevent loss to the vendor.

Vendor Certification

Vendor, if other than the manufacturer, should provide the following authorization/certification with the bid response: A current letter dated and signed or a current, dated certificate from the manufacturer that vendor is an authorized distributor and/or service representative that is authorized to bid the manufacturer's products. Authorization is to include a statement providing assurance that, should the manufacturer withdraw the authorization, a replacement representative will be provided within time frames acceptable to the State. **If the vendor fails to provide the documentation with their bid, this may be grounds for disqualification of the vendor's bid.**

Shipping and Delivery

The vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. All equipment shall be delivered within 30 days ARO. Failure to consistently comply with this delivery time may result in cancellation of the contract. All quotes must be F.O.B. Destination with all shipping and installation charges included in the quoted price. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment. **No extra payment shall be made for delivery of any kind.**

Installation and Removal Charges (None)

All machines placed in conjunction with this price agreement shall be installed and removed free of charge. This applies to all situations or de-installations.

Invoicing/Meter Read

Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the vendor and agency, invoicing may be done on a quarterly basis in arrears for rental and maintenance. If quarterly billing is done, the monthly copy volume shall be aggregated for the quarter to determine per copy coverage charges. For example, if the monthly copy volume included in the base charge is 30,000 copies per month, 90,000 copies for a three month period will be allowed before an overage charge is billed, regardless of how many copies were completed in each of the three months of the three month period.

This option is being made available to diminish the administrative burden of obtaining a monthly meter read. Agencies will be responsible for providing meter readings monthly or quarterly as agreed. Vendors may accept meter readings via their web site, fax, telephone, or any means agreeable to the vendor and the end user.

The agency shall be responsible for keeping a log of meter readings and any service provided for the machine during the life of the rental or maintenance order. It is highly recommended that this log be kept with the machine at all times.

Competition

All State agencies are prohibited from procuring digital copiers capable of producing 90 copies or more per minute. Vendors shall not compete with WV Correctional Industries with the copying business or by selling or renting copiers rated at 90 cpm or more to any State agency.

An agency may "upgrade" a machine upon mutual agreement (with vendor), with the "upgrade" understood to mean removing a machine and replacing it with a higher band machine or a machine with accessories not available on the machine in place.

EQUIPMENT REQUIREMENTS that apply to All Copiers (including Monochrome and Black/Combination Copiers)

All copiers for which prices are submitted must be digital equipment. Analog models will not be accepted.

All copiers for which prices are submitted must be capable of reproducing General office correspondence, reports, and bound documents.

All copiers must be able to reproduce quality copies from any of the following types of original documents while operating in an automated exposure mode: laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite #2 pencils, red pen & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or B&W), solid lines and grids, solids and reverse video graphic effects (white letters on black background), graduated gray-scale tones.

All copiers must be capable of automatically selecting the proper paper size in respect to the original being copied.

All copiers must have the ability to be set for reduction and enlargement in 1% increments.

A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multi-copy capability) may be counted as meeting the minimum paper source specification. However, a sheet bypass (single, hand-fed sheets) shall not meet the minimum paper source specifications.

All copiers, printers and accessories bid must have a manufacturing status of new.

Any convenience, performance or safety-related retrofits that may be mandated by the vendor or manufacturer must be installed at no additional cost on copiers placed in service resulting from a contract. Features must be installed within 90 days after it becomes available to the public.

New/Re-manufactured Requirement

All equipment placed must be new. Re-manufactured equipment is not acceptable. Equipment designated as factory new or newly manufactured shall be accepted with a new machine warranty.

Equipment Availability

Copiers offered must be in production and available for sale at time of bid opening.

Published Specifications

All equipment offered must have published copy volumes per month and copies/minute. **Vendors should provide a copy of the published page (BLI, etc.) for each machine bid with the bid submission. Also, a MSRP or Suggested List Price for each machine bid should be submitted with the bid.** Vendors should provide published descriptive literature to illustrate compliance with the minimum, mandatory specifications, which includes copy volumes per month, copies/minute data, available memory, paper sources and paper capacity, with the bid submission. **Vendor shall highlight all standard features on their product brochure, per band, per machine bid.** If the vendor fails to provide the documentation with their bid, they must provide it within the deadline indicated in the Buyer request. Failure to provide the required documentation within the time indicated may be grounds for disqualification of the vendor's bid.

Parts Availability

Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of

purchase and for the term of the rental on all rental units. **All parts SHALL be new.**

Energy Star Compliant

All machines placed must be Energy Star Compliant and all copiers shall be installed with energy saving features enabled.

Scan Charges

Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Vendors shall not charge for any scanning.

Copier Classification/Monochrome

The State has classified monochrome copiers into volume bands based on machine speeds from Band 1 through Band 7. The production levels are provided for each band. The minimum acceptable ratings for copies per minute (cpm), and copies per month (c/mn) are provided for each band.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copies/minute
1	1 – 5,000	10 cpm
2	up to 15,000	20 cpm
3	up to 30,000	30 cpm
4	up to 45,000	40 cpm
5	up to 65,000	50 cpm
6	up to 80,000	60 cpm
7	up to 150,000	70 cpm

Vendors should submit with the bid the options being bid for each machine in each band.

Copier Classification/Color

The State has classified color copiers into volume bands based on machine speeds from Band 1 through Band 4. Only smaller color copiers are desired on this contract. The minimum acceptable ratings for color copies per minute (cpm), and copies per month (c/mn) are provided for the desired bands.

Band	Manufacturer's Recommended Monthly Volume Rating Range	Minimum Speed copier/minute
1	1 – 10,000	3 – 10 cpm
2	up to 20,000	11 – 20 cpm
3	up to 30,000	21 – 30 cpm

4

up to 40,000

31+ cpm

Vendors should submit with the bid the options being bid for each machine in each band.

Accessories

Vendors shall list and provide pricing for any accessories they wish to make available for all machines bid. Purchase, per month maintenance and per month rental charges for copiers and purchase and per month maintenance charges for printers shall be provided. Pricing shall be inclusive of shipping, delivery, installation, and training.

Any accessories required to meet the minimum, mandatory specifications indicated on the cost sheets must be noted on the cost sheets and pricing included in the base price of the machine for those items required to meet mandatory specifications.

Accessory pricing will be included in the evaluation of the bids. List pricing should be provided with the bid. The Discount Percentage Rate/Lease Rate SHALL be fixed for the life of the contract, for all accessory items bid, on Monthly Rentals.

Example:

Step One:

Purchase Price - \$750.00 / 36 month rental = \$26.10-rental payment for 36 months.

Step Two

Rental payment \$26.10 / Purchase price-\$750.00 = .0348 **Discount Percentage Rate/Lease Rate.**

Duplexing

Any machine requiring automatic duplexing must have the capability of providing a duplex copy without human intervention.

Paper Capacity

Paper capacity is the listing for all on-line paper trays combined.

Paper Requirement

All machines bid must be capable of copying on plain bond paper in both 8 ½" x 11" and 8 ½" x 14".

Specific Machine Requirements

Vendor must respond to specific machine requirements on the attached Cost Sheets. Minimum requirements for each band are listed with spaces for the vendor to provide specifics to the machine being bid. Additional features may be offered if available, but the machine being bid must meet the minimum requirements listed. Accessories offered beyond those required to meet the minimum mandatory specifications will not be included in the evaluation for award.

Power Protection

Vendors should quote, as part of their available accessories for digital copiers, surge and ground noise protection units. Agencies are encouraged to consider the units, especially for high volume copiers, as they have been shown in various studies to reduce problem maintenance calls by an average of 40% per month. Units shall be ESP QC Power Protection, or equal, for Bands 4 through 7, and ESP Majac Power Protection, or equal, for Bands 1 through 3. **Vendors must provide manufacturer literature for any “or equal” power protection unit bid.**

Power Requirements

If a copier requires a dedicated power line, it is the joint responsibility of the vendor and end user to determine if this requirement can be met. It is the responsibility of the end user to provide the power requirements.

Network Connection

All connected units must include all needed cable, cards, etc. for connection to the end user's network at no additional cost to the end user. The cost for such required items shall be included in the base cost of the machine which will be used for evaluation. However, vendors are requested to price this cost separately on the cost sheet to allow agencies the choice of obtaining the machine as a networked machine or a stand-alone machine. The agency shall indicate on their order if they do not require network connection and reduce the base price accordingly.

Vendor's equipment must be capable of connecting to an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system.

Firmware

Firmware (which is sometimes referred to as software) is those items which are considered tools or components added to a machine, and the license is provided with the Copier, by the

Contractor. This type of firmware is usually pre-installed or downloaded during machine set up. The typical firmware supports scanning, faxing, printing functions and security options. Print drives are normally downloaded from the manufacturer web site. Vendors shall list each common firmware item that is offered by their brand of copiers and is available on most of the individual models with a brief description of the firmware's functions and why these items shall be included in the resultant price.

All stored information must be secure and unreadable whenever a machine is removed from service. The Over-Write-Type firmware and replacement hard drives should be listed on the Cost Sheets. Vendors should have programs that A) remove a hard drive and install a new hard drive with the customer disposing or keeping the old hard drive; B) remove a hard drive for the customer's IT Technician to wipe clean and the Vendor to reinstall the old hard drive in the old machine that is being taken out of service and picked up; and C) remove the old hard drive, install a new hard drive, and maintain the chain of custody of the old hard drive through the cycle of Vendor disposal with a certificate of destruction (shredding) provided to the Agency.

SERVICE AND MAINTENANCE

Full Service Requirement

All vendors are required to have a service organization with the ability to provide on site maintenance of all machines bid throughout the State of West Virginia. Vendors must agree to enter into a full service contract for all units placed. However, user agencies shall have the option of not entering into a service contract on purchase units. Maintenance is to be available on both a per call basis as needed and a preventative maintenance schedule. Quoted maintenance costs are to include any warranty period.

For maintenance on purchased machines shall be at no cost during the warranty period.

Vendors should include a written explanation of how they will meet the requirement for provision of services statewide in their bid submission. The explanation should include, but not be limited to, a geographical map indicating the service provider and area covered, a full listing of all subcontractor/reseller names, addresses and area covered and any other information relevant to substantiate the vendor's ability to cover the entire State. Vendors may name resellers/providers in bordering states if the State of West Virginia is a normal part of that provider's territory.

If the vendor fails to provide the documentation with their bid, they must provide the required documentation within the time indicated, failure to provide as required may be grounds for disqualification of the vendor's bid.

Monthly Copy Allowance

Maintenance costs for purchased monochrome machines and monthly rental costs for monochrome machines shall be inclusive of all supplies excepting paper for one half of the per month copy volume stated for each band. Vendors shall quote a per copy cost for any copies in excess of the allowed copies per month.

There shall be no monthly copy allowance for color copies. Vendors shall quote a per copy cost for color copies and monochrome copies for all color copiers bid. The stated monthly copy volume times the per copy costs will be a component of the evaluation only.

Connectivity Service Support

Service support is to be available to coordinate installation with agency personnel and be available to answer questions and concerns on equipment installed. Personnel in charge of the installation of digital equipment must be available to coordinate installation with the ordering agency internal staff in charge of the network. Service support, knowledgeable in digital equipment, will be required to provide all necessary maintenance and repair.

Vendors are to provide an 800 telephone number for service support.

Certification Requirement

Service representatives shall be full time employees of the contracted vendor or of a subcontracted vendor designated by the vendor as their representative. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time during the course of bidding process or the contract period. All service reps shall have an adequate inventory of repair parts that will permit repairs to be made promptly with a minimum of down time.

Maintenance Availability

Full service and maintenance cost quotes shall be inclusive of all parts, labor, per diem, travel time and travel expenses. No separate reimbursement will be made to the vendor for any expense. Service must be available during normal working hours (8:00 am to 5:00 pm EST), Monday through Friday, with the exception of State holidays, Preventative/scheduled maintenance shall be provided as needed on all equipment as specified by the manufacturer. This includes, but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to insure successful performance of the equipment.

Time and materials per call basis does not include travel time, travel expense or parts. Agencies shall bid this type of maintenance, when needed, if they do not procure the maintenance available on this contract.

Loaner Units

Loaner units shall be provided for rentals and machines under a maintenance contract, at no charge, if the agency's copier or printer is estimated to be down to 16 consecutive working hours for repair. Loaner units should be of comparable size and feature level of the agency's machine. The agency shall not pay for any charges associated with the loaner unit, but shall pay the charges that would be incurred on the agency's machine.

Response Requirement

Vendors must respond to all requests to service within eight (8) working hours of an agency request throughout the entire contract period. Repetitive complaints concerning the failure to meet this requirement shall be cause for cancellation of the contract.

Failure Rate

Machine failure rates shall not average more than two (2) malfunctions per month that require vendor corrections. Any unit averaging more than two malfunctions per month for a three (3) month period shall be reviewed by the agency with the vendor present to determine a course of corrective action, which may included but not be limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing division shall determine the corrective action necessary in the event that an impasse cannot be resolved to the agency's satisfaction.

Training

Vendor shall provide end users with in-house training within five working days of installation of the equipment or as arranged by agency personnel. Training to include, but not be limited to, standard functional use of machine to networked end users as well as training to any assigned agency personnel to enable them to instruct others.

Manuals

Vendors shall provide at least one (1) copy of the operator's instruction manual for the equipment placed. Each manual shall include the vendor's name, telephone number(s), contact person(s), and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.

Warranty

Where the term "warranty" is used, it shall be understood that during the quoted warranty period all parts, labor, per diem, travel time, travel expenses and any other cost required to correct the unit shall be the responsibility of the vendor. The warranty shall not commence until the unit is installed and operational to the agency's satisfaction. (Warranty does not include provision of supplies other than those provided per 1.12.)

ORDERING PROCEDURE

Form

All equipment maintenance and supplies shall be ordered utilizing form WV-39, State Contract Release Order.

Authorizing Documentation

Any order exceeding \$10,000 in a one year period requires prior approval by the Office of Technology. Vendors are prohibited from filling orders without the proper documentation attached to the WV-39, Contract Release Order. The State Auditor will not authorize payment for any applicable purchase orders/invoices that do not have the proper authorization documentation.

Supplies

During the warranty period on any rental units and maintenance on purchased units, the vendor shall deduct the monthly machine maintenance portion of the rental and machine maintenance from the maintenance monthly charge for the duration of the warranty. The vendor shall provide the supplies as specified for the number of copies/month indicated during the warranty period for monochrome copiers and at the per copy cost for color copiers.

Maintenance Option

Agencies have the option of not entering into a maintenance/service contract on purchased units. Maintenance may be obtained through separate procurement on a per call, time and materials basis.

Accessories

It is preferred that Agencies should order optional accessories at the time of initial machine order, but may order accessories on the annual anniversary of a machine's placement.

Short Term Rental

Any Agency requiring a copier for less than a 24 month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.

Lease/Purchase

Any agency desiring to lease/purchase a machine must seek prior approval from the Director of Purchasing. (Please contact the Senior Buyer in Purchasing for assistance.) Lease/Purchase pricing shall be firm for one year from the effective date of the contract. All lease purchases, if approved, shall be financed through the State of West Virginia's statewide financing contract. For the purposes of this contract, the machine shall be a straight purchase to the vendor and a separate order shall be placed against the financing statewide contract for the financing. Financing will only be offered for leases of \$100,000.00 or more.

AWARD CRITERIA/COT QUOTE

General

Up to five machines will be awarded in each volume band. Awarded machines must be within 20% of the lowest bid machine awarded within any band. Award will be based on Life Cycle Costs as indicated on the Summary Cost Sheets. The grand total for each machine will be used for comparison and award purposes.

Awards will not be made to models in the same band which are manufactured by a parent company and marketed under different brand names of subsidiary companies. In such cases, the lowest bid machine of the same manufacturer will be awarded if within the low bid range.

The Discount Percentage Rate/ Lease Rate shall be entered on the Summary Cost Sheet.

Vendors shall complete the attached Cost Sheets providing the pricing required and specification compliance of the machine being bid. All specifications for manufacturer recommended copy volume per month or duty cycle per month, copy, paper sources, paper capacity, and listed features are minimum mandatory specifications. Machines bid must meet the minimum mandatory specifications stated for the band being bid to be considered for award. All option features must be listed.

Vendors shall complete the attached Summary Cost Sheet using the pricing provided on the machine Cost Sheets. In any discrepancy between the cost Sheet unit pricing and the Summary cost Sheet For Evaluation, the Cost Sheet unit pricing shall prevail. Any reductions due to warranty shall be included in the calculations for extended pricing for evaluation.

Award/Monochrome

Vendor shall quote purchase, maintenance and rental pricing for all monochrome copiers in the bands indicated on the pricing sheet. Pricing shall be inclusive of delivery, installation, start-up supplies and end user training. All maintenance and rental pricing shall be inclusive of service, preventative maintenance per manufacturer recommendation and all supplies excepting paper, for the number of allowed copies per month (stated copy volume). In addition vendors shall quote a per copy charge for copies in excess of the monthly allowance. Award shall be based on the lowest bids in accordance with the following formula:

Purchase price + 36 month maintenance total + 24, 36, and 48 month rental totals = total for evaluation.

Award/Color Copiers

Vendor shall quote purchase, maintenance and rental pricing for all color copiers in the bands indicated on the pricing sheets. Pricing shall be inclusive of delivery, installation, start-up supplies and end user training. All maintenance and rental pricing shall be inclusive of service and preventative maintenance per manufacturer recommendation. (Supplies are not included in the maintenance or rental pricing.) Vendors shall quote a per copy charge for monochrome copies per month and a per copy charge for color copies per month. Vendors must quote pricing in accordance with the Cost Sheets. A vendor(s) failing to provide a bid with all required pricing the bid will be considered non-responsive and

removed from further consideration. This does not prohibit vendors from bidding only on some bands or categories.

There shall be no copy per month allowance. Awards shall be based on the lowest bids in accordance with the following formula:

Purchase price + 36 month maintenance total + 24, 36, and 48 month rental totals = total for evaluation.

Please note: supplies are included in the click charge on the Summary Cost Sheet. Click charge is not included in the monthly machine maintenance cost or the monthly machine rental cost. All consumable supply costs are to be covered in the per click cost.

**COST SHEET
MONOCHROME COPIERS
BAND 1**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 5,000 month
Copy speed 10 cpm
Features:
250 sheet paper capacity
Bypass tray
Auto document feeder

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 2,500 copies/month.

Per copy overage charge for copies in excess of 2,500 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

COST SHEET
MONOCHROME COPIERS
BAND 2

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 15,000 month
Copy speed 20 cpm
Features:
500 sheet paper capacity
2 paper sources
Auto document feeder
Electronic sorting or finisher/sorter

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 7,500 copies/month.

Per copy overage charge for copies in excess of 7,500 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
MONOCHROME COPIERS
BAND 3**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 30,000 month
Copy speed 30 cpm
Features:
1,000 sheet paper capacity
2 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 15,000 copies/month.

Per copy overage charge for copies in excess of 15,000 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
MONOCHROME COPIERS
BAND 4**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 45,000 month
Copy speed 40 cpm
Features:
1,500 sheet paper capacity
3 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty: .

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 22,500 copies/month.

Per copy overage charge for copies in excess of 22,500 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
MONOCHROME COPIERS
BAND 5**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 65,000 month
Copy speed 50 cpm
Features:
1,500 sheet paper capacity
3 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 32,500 copies/month.

Per copy overage charge for copies in excess of 32,500 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

COST SHEET
MONOCHROME COPIERS
BAND 6

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 80,000 month
Copy speed 60 cpm
Features:
1,500 sheet paper capacity
4 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 40,000 copies/month.

Per copy overage charge for copies in excess of 40,000 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
MONOCHROME COPIERS
BAND 7**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 150,000 month
Copy speed 70 cpm
Features:
1,500 sheet paper capacity
4 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ / mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

Monthly rental and monthly maintenance for purchased machines is inclusive of all supplies excepting paper for 75,000 copies/month.

Per copy overage charge for copies in excess of 75,000 copies/month \$ _____ /ea.

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**SUMMARY COST SHEET FOR EVALUATION
MONOCHROME COPIERS**

(Per 3.1, maintenance and rental pricing for monochrome copiers is inclusive of all supplies, excepting paper, for the the stated monthly copy volume.)

BAND 1

Brand Name: _____

Model #: _____

Monthly Copy Volume: 5,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 1 \$ _____

BAND 2

Brand Name: _____

Model #: _____

Monthly Copy Volume: 15,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

SUMMARY COST SHEET FOR EVALUATION
MONOCHROME COPIERS

TOTAL FOR EVALUATION - BAND 2

\$ _____

**SUMMARY COST SHEET FOR EVALUATION
MONOCHROME COPIERS**

BAND 3

Brand Name: _____

Model #: _____

Monthly Copy Volume: 30,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 3 \$ _____

BAND 4

Brand Name: _____

Model #: _____

Monthly Copy Volume: 45,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 4 \$ _____

**SUMMARY COST SHEET FOR EVALUATION
MONOCHROME COPIERS**

BAND 5

Brand Name: _____

Model #: _____

Monthly Copy Volume: 45,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 5 \$ _____

BAND 6

Brand Name: _____

Model #: _____

Monthly Copy Volume: 80,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 6 \$ _____

**SUMMARY COST SHEET FOR EVALUATION
MONOCHROME COPIERS**

BAND 7

Brand Name: _____

Model #: _____

Monthly Copy Volume: 150,000

Accessory-Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

Maintenance for Purchased Machines _____ / mo x 36 months = \$ _____

24 Month Rental \$ _____ /month x 24 Months = \$ _____

36 Month Rental \$ _____ /month x 36 Months = \$ _____

48 Month Rental \$ _____ /month x 48 Months = \$ _____

TOTAL FOR EVALUATION - BAND 7 \$ _____

**COST SHEET
COLOR COPIERS
BAND 1**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 10,000 month
Copy speed 3 cpm
Features:
250 sheet paper capacity
Bypass tray
Auto document feeder

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copier

Color Copies \$ _____ /ea Monochrome Copies \$ _____ / ea

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory - Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
COLOR COPIERS
BAND 2**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 20,000 month
Copy speed 11 cpm
Features:
500 sheet paper capacity
Bypass tray
Auto document feeder

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copier

Color Copies \$ _____ /ea Monochrome Copies \$ _____ / ea

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
COLOR COPIERS
BAND 3**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 45,000 month
Copy speed 21 cpm
Features:
1,500 sheet paper capacity
2 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter
(indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copier

Color Copies \$ _____ /ea Monochrome Copies \$ _____ / ea

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory Discount Percentage Rate/Lease Rate: _____ %

**COST SHEET
COLOR COPIERS
BAND 4**

BRAND NAME: _____

MODEL#: _____

MINIMUM SPECIFICATIONS:

Mfg copy volume 40,000 month
Copy speed 31 cpm
Features:
1,000 sheet paper capacity
3 paper sources
Auto duplexing
Auto document feeder
Electronic sorting or finisher/sorter (indicate sheets)

SPECIFICATIONS OF MACHINE BID

(Include item/model #'s for any accessory included in the base machine if needed for ordering.)

PRICING:

Purchase price \$ _____
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Maintenance/month for purchased machine \$ _____.

24 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

36 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

48 month Rental \$ _____ / month
(Amount to be deducted if ordering as a non-connected machine \$ _____)

Warranty _____ (duration) Reduction to monthly retail price during warranty:

24 month \$ _____ /mn 36 month \$ _____ / mn 48 month \$ _____ / mn

Maintenance for purchased machines \$ _____ /mn.

No copies are included in the monthly maintenance or rental fee, but a per copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copier

Color Copies \$ _____ /ea Monochrome Copies \$ _____ / ea

Accessories - Vendors Must complete the attached Accessory Listing for any accessories they wish to include.

Accessory Discount Percentage Rate/Lese Rate: _____ %

**SUMMARY COST SHEET FOR EVALUATION
COLOR COPIERS
BAND 1**

Brand Name: _____

Model #: _____

Copy Volume / Month: 10,000

Accessory Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

(Supplies are not included in maintenance or rental for color copiers.)

Maintenance / month for purchased machines

\$ _____ x 36 months = \$ _____

Per Copy: A) Color Copies \$ _____ / each
 B) Monochrome Copies \$ _____ / each

A x 80% (8,000) copy volume/month x 36 = \$ _____

B x 20% (2,000) copy volume/month x 36 = \$ _____

24 Month Rental \$ _____ / month x 24 months = \$ _____

A x 8,000 copy volume/month x 24 = \$ _____

B x 2,000 copy volume/month x 24 = \$ _____

36 Month Rental \$ _____ / month x 36 months = \$ _____

A x 8,000 copy volume/month x 36 = \$ _____

B x 2,000 copy volume/month x 36 = \$ _____

48 Month Rental \$ _____ / month x 48 months = \$ _____

A x 8,000 copy volume/month x 48 = \$ _____

B x 2,000 copy volume/month x 48 = \$ _____

TOTAL FOR EVALUATION - BAND 1 \$ _____

**SUMMARY COST SHEET FOR EVALUATION
COLOR COPIERS
BAND 2**

Brand Name: _____

Model #: _____

Copy Volume / Month: 20,000

Accessory Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

(Supplies are not included in maintenance or rental for color copiers.)

Maintenance / month for purchased machines

\$ _____ x 36 months = \$ _____

Per Copy: A) Color Copies \$ _____ / each
 B) Monochrome Copies \$ _____ / each

A x 80% (16,000) copy volume/month x 36 = \$ _____
B x 20% (4,000) copy volume/month x 36 = \$ _____

24 Month Rental \$ _____ / month x 24 months = \$ _____

A x 16,000 copy volume/month x 24 = \$ _____
B x 4,000 copy volume/month x 24 = \$ _____

36 Month Rental \$ _____ / month x 36 months = \$ _____

A x 16,000 copy volume/month x 36 = \$ _____
B x 4,000 copy volume/month x 36 = \$ _____

48 Month Rental \$ _____ / month x 48 months = \$ _____

A x 16,000 copy volume/month x 48 = \$ _____
B x 4,000 copy volume/month x 48 = \$ _____

TOTAL FOR EVALUATION - BAND 2 \$ _____

**SUMMARY COST SHEET FOR EVALUATION
COLOR COPIERS
BAND 3**

Brand Name: _____

Model #: _____

Copy Volume / Month: 45,000

Accessory Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

(Supplies are not included in maintenance or rental for color copiers.)

Maintenance / month for purchased machines

\$ _____ x 36 months = \$ _____

Per Copy: A) Color Copies \$ _____ / each
 B) Monochrome Copies \$ _____ / each

A x 80% (24,000) copy volume/month x 36 = \$ _____

B x 20% (6,000) copy volume/month x 36 = \$ _____

24 Month Rental \$ _____ / month x 24 months = \$ _____

A x 24,000 copy volume/month x 24 = \$ _____

B x 6,000 copy volume/month x 24 = \$ _____

36 Month Rental \$ _____ / month x 36 months = \$ _____

A x 24000 copy volume/month x 36 = \$ _____

B x 6,000 copy volume/month x 36 = \$ _____

48 Month Rental \$ _____ / month x 48 months = \$ _____

A x 24,000 copy volume/month x 48 = \$ _____

B x 6,000 copy volume/month x 48 = \$ _____

TOTAL FOR EVALUATION - BAND 3 \$ _____

**SUMMARY COST SHEET FOR EVALUATION
COLOR COPIERS
BAND 4**

Brand Name: _____

Model #: _____

Copy Volume / Month: 40,000

Accessory Discount Percentage Rate/Lease Rate: _____

Purchase Price Base Machine: \$ _____

(Supplies are not included in maintenance or rental for color copiers.)

Maintenance / month for purchased machines

\$ _____ x 36 months = \$ _____

Per Copy: A) Color Copies \$ _____ / each
 B) Monochrome Copies \$ _____ / each

A x 80% (32,000) copy volume/month x 36 = \$ _____
B x 20% (8,000) copy volume/month x 36 = \$ _____

24 Month Rental \$ _____ / month x 24 months = \$ _____

A x 32,000 copy volume/month x 24 = \$ _____
B x 8,000 copy volume/month x 24 = \$ _____

36 Month Rental \$ _____ / month x 36 months = \$ _____

A x 32,000 copy volume/month x 36 = \$ _____
B x 8,000 copy volume/month x 36 = \$ _____

48 Month Rental \$ _____ / month x 48 months = \$ _____

A x 32,000 copy volume/month x 48 = \$ _____
B x 8,000 copy volume/month x 48 = \$ _____

TOTAL FOR EVALUATION - BAND 4 \$ _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____