

Addendum #1 for RFB SUDL19-09  
Multi-Functional Devices  
Copier Needs  
December 7, 2018

The pre-bid meeting was called to order by Debra Langford, Executive Director of Procurement. It was asked that all participants in attendance introduce themselves and identify what company was being represented. The meeting proceeded with going through the questions that had previously been submitted by contractors with other questions being added to the list. The questions and answers will be addressed at this time.

- Q1. Non - Funding – Item 1.13 and Cancellation – Item 5.6. This reads as the RFB has cancellation for non-appropriation of funds and cancellation for non-performance. Item 5.6 is a reference to cancellation for convenience. Is this the case? If so, why would you need cancellation for convenience if you have cancellation for non-appropriation of funds and cancellation for non-performance?
- A1. Section 1.13-Non-Funding-is a clause used should the state not appropriate funding for the institution to receive the funds to pay for the services requested. Item 5.6 is part of the State of West Virginia's standard terms and conditions regarding cancellation. The two sections are for cancellation due to two completely different reasons.
- Q2. Current Copier Leases – Item 3.2. This mentions that the successful vendor will have to cancel or terminate all of its copier contracts with the exception of units installed after January 1, 2017. How will existing units be handled that do not belong to the successful vendor? How do you plan to handle existing lease commitments on existing units?
- A2. All of the existing machines that are still under contract will remain until the end of the rental period.
- Q3. Equipment Moving – Item 3.5. This refers to unlimited moves. How many moves did Shepherd have over the last 3 years and what is the average number of moves per year? Will a response that caps the number of moves to Shepherd's historical activity be rejected or severely penalized? It also sounds like Shepherd University is asking to relocate copiers at will and if damaged during that move the vendor would be responsible. Is that accurate?

- A3. The moves being indicated are moves in situations that a department has moved or a machine is not being utilized to its best potential. All moves would be requested to be performed by the vendor, not employees of Shepherd University. There has only been a request in this situation of once in the last 20 years.
- Q4. Item 3.6.6-Please explain "vendors cannot use 3<sup>rd</sup> party financing". What is the reason for this and what does it mean precisely? For example, can the vendor use 3<sup>rd</sup> party financing organizations that co-brand with the vendor?
- A4. Shepherd University desires to have one invoice for both the rental and service of the machines from the same vendor. One of the purposes of this solicitation is to have central billing for all machines on campus. There should be one monthly invoice for both of these being invoiced by one entity.
- Q5. Requirements of Equipment – Item 3.6.8.B. Level 1 requires 11x17 capability for a table top level 1. Are you sure that you want this as a requirement for a table top capability? These units are rare and more expensive than what the volume of level 1 necessitates.
- A5. The 11 x 17 capability for the Level 1 machine is being eliminated. This is not a requirement of the Level 1 machines.
- Q6. Item 3.7-Regarding additional requirements of self-serve copiers you mention that the vendor assumes risk for theft or counterfeiting. If Shepherd is providing the service to the students, how is the vendor responsible for the theft or counterfeiting? Is the extent of the responsibility free copies from time to time or more significant? How many self-serve copiers do you currently have or need? The cost associated with equipping 2 or 3 copiers with binder minders (which restrict other scanning functions as it is designed to save the binding of a large or old book and has been almost completely eliminated due to adjustable document feeders on the copiers) and multiple options for payment (which need backend IT supported systems to manage kiosks and someone to handle the coins, etc.) will have a significant impact on cost. Can other options be considered?
- A6. Under Item 3.7-Additional Requirements for Self-Service Copiers-the vendor will not assume risk for theft or counterfeiting as the two (2) Self-Service Copiers in the library do not accept cash or coins. The current machines have Rambler Card Readers on them (University Swipe Cards) and the intent would be to remove the current equipment from the current copiers and move them to the replacement copiers. These machines do not require to have a booksaver or binderminder capability on them.
- Q7. Operational Requirements – Item 3.10. Can you give examples of the kind of activity you're expecting for 3.10 (Operations Requirements)?

- A7. The University is searching for ways that resources and funds could be saved with the replacement of the machines. Any options or available options that could be identified from a cost savings perspective would be appreciated and reviewed.
- Q8. Item 3.11. This reads as unlimited end user training. What is the timeframe for completion once the training request is received?
- A8. It would be expected that 1 or 2 trainings per department specific training. Contractors should provide other training opportunities, if available, such as webinar, online training, or other options that may be available.
- Q9. Service Requirements Item 3.12. This mentions a dedicated service technician dedicated solely to the Shepherd campus. Do you mean that this technician is to service only Shepherd University equipment while spending 8:00-4:30 hours on campus and no other equipment or can they service other customers and equipment as well?
- A9. Shepherd University is expecting that there should be a service technician but not one that will solely on the Shepherd University campus. The contractor is able to service other customers and equipment.

A severity matrix is being provided based upon the issues and conditions of problems that may exist:

Tier 1

Shepherd University

End-User Department provides an initial ticket regardless of issue, but mostly paper jams, common driver issues at end user level, and network cabling.

Tier 1.5

Vendor

Assists Shepherd University with any of the above items. This can be handled remotely in most cases unless escalated to Tier 2.

Tier 2

Shepherd University

Acts as liaison only as we track the initial ticket

Tier 2

Vendor

If unable to resolve at Tier 1 (1.5) will need an onsite technician. This will need to be within 4 hours of escalation to Tier 2 in business hours. However, please keep in mind the Library is open later than the normal office hours and varies upon the institutional schedule. Need detailed scheduled communication of when a tech is to be onsite so the library can coordinate. This can include whatever issue is undetermined.

Tier 3  
Shepherd University  
Acts as liaison only as we track the initial ticket

Tier 3  
Vendor  
Replacement of equipment

Q10. The RFP delineates 5 different volume levels with 5 different sets of capabilities. 3.8 requirements for color devices lists specs for the color device but also indicates that the color device must meet all previously listed requirements. Are you expecting a color response for each of the 5 volume levels or 1 according to the specs outlined in 3.8?

A10. In regards to the color devices, I would only expect up to 3 levels.

Q11. Please provide individual files and clean PDF's for the following attachments as they are very difficult to read.

- Attachment A – Bid Response Certificate
- Attachment B – Vendor Preference Certificate
- Attachment C – Purchase Affidavit
- Attachment D – Disclosure of Interested Parties

A11. The documents will be affixed at the end of the addendum document.

Q12. What is the time of award and implementation of this Request for Bid?

A12. Implementation and installation of machines would be February 1, 2018.

Q13. What is the percentage of machines that are currently out of contract at this time?

A13. This information is still being gathered and will be issued in the next addendum.

Q14. How does the University want the lease to be in place? Will this be a Property Tax Exempt Lease?

A14. The objective of the Request for Bid is that the departments have a monthly rental rate to pay as they currently do similar to the West Virginia State Copier Contracts. Within the monthly rental rate there is an allocated number of copies included. Any overages that occur are billed at a specified rate. For budgeting and planning purposes, this is the direction the University wants the billing to occur. Shepherd University is tax exempt and would not be permitted to process payment for any property tax.

Q15. In regards to volume, it would be helpful to have the volume that is being produced by departments in order to develop the service plan.

A15. This information is still being gathered and will be in the next addendum.

Q16. There is a little confusion in regards to the flexibility of all cases regarding the card and the punch codes on the machines. Can this be clarified?

A16. Currently, many of the departments have punch codes on the machines so that department costs can be accurately allocated while others do not use this option. This option is not needed for the 2 pay per copy machines in the library. Again, The copier in the library has the ability to pay for copies with a Rambler Card (University card swipes) but does not have the ability to accept bills or coins. The current card swipes should be able to be removed from the current machines and put onto new machines. Contractors just need to be aware that the equipment will have to be affixed. The software for the University card swipes can continue as it currently is. Contractors will not need to provide any new software for these machines.

Q17. Is the current bid due date continue to be December 13, 2018?

A17. The new bid due date is December 20, 2018 at 3:00 p.m. local time. All bids must be time stamped in Procurement Services, 217 Ikenberry Hall, Shepherdstown, WV 25443 prior to 3:00 p.m.

Q18. Has the University considered a document management solution?

A18. Not at the current time. This is something that may be addressed sometime in the future.

Q19. When it comes to supplies, how will the ordering of those be handled? Will each department call in their own supplies or will they be ordered centrally through Procurement Services?

A19. Each department will be calling in to order their own supplies.

Q20. Would Shepherd University consider a locker/access area for extra parts or supplies?

A20. Yes. A small storage area could be accommodated by IT Services for the storage of extra parts or supplies.

Q21. Should the staples be considered as part of the supplies that are being included in the monthly charge?

A21. Yes, the staples should be considered part of the supplies that are included in the monthly charge.

Q22. In Section 3.13, it indicates that delivery of requested supplies and parts must be made within a two (2) days of the order. If this is the case, supplies will be shipped overnight and incur a large shipping cost. Is this what the University is wanting?

A22. No-supplies can be shipped ground with the anticipated 3-5-day shipment. However, the University reserves the right to request expedited shipping on a product that is needed immediately.

Q23. How do you want the price submission to be submitted?

A23. In an excel spreadsheet. Please submit the information in hard copy but also on a thumb drive with submission.

Q24. Under Section 3.6.8-Requirements of the Equipment-Item K indicates that the console model or equipped with stand or cabinet with an option to lock. Is this for the purpose of not being able to steal paper or some other purpose?

A24. This item can be stricken.

Q25. Will it be expected that the technician resolves all issues or is there going to be a first line on campus that could resolve problems?

A25. IT Services will be a first line of defense to resolve any issues. However, there will be a level of severities identified in regards to specific items such as in an SLA Matrix and specific times identified for response. There will be a proper chain of communication for restoration of services. The Scarborough Library is an area that may need after hour services. The Library's hours are sporadic dependent upon the time of the semester that it is. The library hours can be found at the following URL:

<https://www.shepherd.edu/library/library-hours>

Please reference Question 9.

Q26. If the University's desire during this solicitation is to save money, is it the University's desire to make this contract for three years with the option to renew for two years or just make this a five-year contract-which would save more funds?

A26. The University's desire is to save funds. Please provide pricing for a 5 year contract for the machines that will be replaced.



ATTACHMENT A  
BID RESPONSE CERTIFICATION  
SHEPHERD UNIVERSITY

\_\_\_\_\_  
DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFB document.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile Number



ATTACHMENT B

WV-10  
Approved / Revised  
06/03/18

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

- 1. Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% vendor preference for the reason checked:  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
- 4. Application is made for 5% vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
- 8. Application is made for reciprocal preference.  
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

ATTACHMENT C

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 § 23-20-2, 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 01/16/2016)*

# ATTACHMENT D-DISCLOSURE OF INTERESTED PARTIES

West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

Revised October 7, 2017

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**Notary Verification**

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

*Revised October 7, 2017*