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

State of West Virginia
Solicitation Response

Proc Folder: 2001749

Solicitation Description: Addendum 2: One-time purchase of HP Pagewide XL 4700 or equa

Proc Type: Agency Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-07-23 10:30	SR 0803 ESR07222600000000445	1

VENDOR
VS0000048432 PARAGON MICRO INC

Solicitation Number: ARFQ 0803 DOT2700000001

Total Bid: 34769.900000000000145519152283 **Response Date:** 2026-07-22 **Response Time:** 13:51:11

Comments: If tax exempt, an exemption certificate may be required at time of order

FOR INFORMATION CONTACT THE BUYER
Amber J Heath
304-558-0408
amber.j.heath@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HP Pagewide XL 4700 or equal	1.00000	EA	30124.950000	30124.95

Comm Code	Manufacturer	Specification	Model #
43212107			

Commodity Line Comments: PageWide XL 4250 is the most recent version of this printer line from HP. Datasheet is being submitted for reference. 3yr warranty comes with the 4250.
As of submittal there is no extended backlog of this product. Scheduling delivery, having preferred delivery dates, or having blackout dates could impact lead time.

Extended Description:

HP Pagewide XL 4700 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Warranty of 2 years or better				0.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments: 3 year HP warranty coverage included with PageWide XL 4250 (Line 1)

Extended Description:

HP Pagewide XL 4700 (or equal) 2 Year Warranty Or better

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Freight and Delivery Fee				1500.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments:

Extended Description:

Include inside delivery and all freight costs

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	On-site Installation, Assembly & Turnkey Setup				3144.95

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments: Turnkey install, assembly, network setup, and includes required site survey

Extended Description:

turnkey services (including but not limited to unboxing, assembly, installation, and network setup)

State of West Virginia
Agency Request for Quote
Highways

Proc Folder:	2001749	**Reason for Modification:**
Doc Description:	Addendum 2: One-time purchase of HP Pagewide XL 4700 or equa	Addendum 2 is issued for the following reason: 1. Attachment of vendor questions and responses. --See Page 2 for complete info
Proc Type:	Agency Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-20	2026-07-23 10:30	ARFQ 0803 DOT2700000001	3

BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Paragon Micro Inc.

Address :

Street : 901 Deerfield Parkway

City : Buffalo Grove

State : IL **Country :** US **Zip :** 60089

Principal Contact : Steve Spring

Vendor Contact Phone: 847-260-8647 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Amber J Heath
304-558-0408
amber.j.heath@wv.gov

Vendor Signature X Joe Yamour, Vice President of Public Sector **FEIN#** 20-0144408 **DATE** 7/21/2026

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

Reason for Modification:

Addendum 2 is issued for the following reason:

1. Attachment of vendor questions and responses.

2. Modify bid opening date and time.

No other changes

ADDITIONAL INFORMATION

Addendum 2 is issued for the following reason:

1. Attachment of vendor questions and responses.

2. Modify bid opening date and time.

No other changes

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HP Pagewide XL 4700 or equal	1.00000	EA	30,124.95	30,124.95

Comm Code	Manufacturer	Specification	Model #
43212107	HP	PageWide XL 4250 w/ 3yr Wnty	86Z39H#B1K

Extended Description:

HP Pagewide XL 4700 or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Warranty of 2 years or better	1		INCLUDED IN LINE 1	0.00

Comm Code	Manufacturer	Specification	Model #
81111818	HP	3 Year	

Extended Description:
HP Pagewide XL 4700 (or equal) 2 Year Warranty Or better

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Freight and Delivery Fee	1		1,500.00	1,500.00

Comm Code	Manufacturer	Specification	Model #
78121603	NA		NA

Extended Description:
Include inside delivery and all freight costs

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	On-site Installation, Assembly & Turnkey Setup	1		3,144.95	3,144.95

Comm Code	Manufacturer	Specification	Model #
81111812	HP	Turnkey Installations Services	U23CRE and U42V3E

Extended Description:
turnkey services (including but not limited to unboxing, assembly, installation, and network setup)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due at 10AM ET	2026-07-14

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DOT27000000001
Addendum Number: 2

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[✔] Correction of error

[ ] Other

Description of Modification to Solicitation:

Addendum 2 is issued for the following reason:

1. Attachment of vendor questions and responses.
2. Modify bid opening date and time.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2700000001

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

☑ Addendum No. 1	☐ Addendum No. 6
☑ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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

Paragon Micro Inc.
____
Company

____
Authorized Signature

7/21/2026
____
Date

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

TECHNICAL QUESTIONS

ARFQ 0803 DOT2700000001 HP PAGEWIDE XL 4700 OR EQUAL

1. **QUESTION:** In reference to Section 6.1 it states that you require delivery of the Contract Item within ten (10) working days of receipt of a purchase order or notice to proceed. We anticipate being able to meet this timeline; however, given that the HP Pagewide XL 4700 is specialty large-format equipment, we want to confirm in advance that in the event of an unforeseen manufacturer or shipping delay outside the vendor's control, is there any flexibility built into the 10 working day delivery requirement, or is it firm in all circumstances?
   RESPONSE: Yes, with communication.

2. **QUESTION:** I was told prior to the bid that a must was to be able to Scan and Print up to 42 or 44 Inch-wide documents. The HP Pagewide XL 4700 as standard only does up to 36-inch-wide documents and printing up to 40 Inch without options. There are accessories for upgrade that allows the 42- or 44-inch scanning, but the printing does not. Is that requirement still needed? Or is 36-inch Scanning & Printing acceptable? Bid specs requirements do not state – just refers to HP Pagewide XL 4700. (Specifications on next sheet)

Datasheet | HP PageWide XL 4700 40-in Multifunction Printer with Top Stacker

Technical specifications

General	
Description	Large-format color MFP
Technology	HP PageWide Technology
Applications	Line drawings; Maps; Orthophotos; Posters
Ink types	Pigment-based (C, M, Y, K)
Ink cartridges	4 (C, M, Y, K)
Cartridge size	500 ml
Printheads	8 (C, M, Y, K)
Average printhead life	32 L
Printhead warranty	10 L or 12 months
Print resolution	1200 x 1200 dpi
Minimum line width	0.0008 in (HP-GL/2 addressable)
Line accuracy	±0.1%[1]
Print speed	
A1/Arch D/ANSI D (long edge first)	15 pages/min, 800 pages/hr
Warm-up time	No warm up
First page out	22 sec (from USB)
Media	
Media rolls	2 rolls default with auto-switching, expandable to 4 rolls
Roll size	11 to 40 in
Roll diameter	Up to 7 in
Roll core diameter	3 in
Grammage	19 to 53 lb
Media thickness	Up to 15.7 mil
Media types	Bond and recycled papers, poster papers, polypropylene, Tyvek papers, matte film
Media output (standard)	Top stacker
Scanner	
Description	36-in (91-cm) CIS scanner
Speed	Color: up to 6 in/sec grayscale: up to 10 in/sec
Optical resolution	1200 dpi
Scan width	Up to 36 in
Original thickness	0.01 in
Maximum copy length	374.5 in
Maximum scan length	164 ft (PDF), 39 ft (TIFF), 26 ft (JPEG)[2]
Scan format	JPG, TIFF, multi-TIFF, PDF, PDFA, multi-PDF, muli-PDFA
Scan features	Live preview, scan quicksets, smart background removal, black enhancement, automatic de-skew, reduce scan speed, post-edit settings (contrast, brightness, rotation, cropping and skew)
Scan destination	Printer storage, USB drive, network folder (SMB), My home folder, scan to email, scan to HP SmartStream software
Embedded controller	
Processor	Intel Celeron
Memory	8 GB DDR4
Hard drive	1 x 500 GB HDD, self-encrypted with AES-256

Environmental	
Operating temperature	41 to 104°F
Operating humidity	20 to 80% RH, depending on media type
Acoustics	
Sound pressure	≤60 dB(A) (operating), ≤36 dB(A) (idle), ≤20 dB(A) (sleep)
Sound power	≤7.8 B(A) (operating), ≤5.5 B(A) (idle), ≤3.5 B(A) (sleep)
Power	
Consumption	0.27 kW (typical); 0.7 kW (max printing); 95 W (ready); <1 W (<16 W with embedded Digital Front End) (sleep)
Requirements	Input voltage (auto ranging) 100-127/200-240 V (±10%), 50/60 Hz (±3 Hz), 7/3.5 A
Certification	
Safety	IEC 60950-1+A1+A2 and IEC 62368-1 2nd ed. compliant; USA and Canada (CSA listed); EU (LVD and EN 60950-1 and 62368-1 compliant); Russia, Belarus, and Kazakhstan (EAC)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia and New Zealand (RCM), Japan (VCCI), Korea (KC)
Environmental	ENERGY STAR, EPEAT Registered, CE marking (including RoHS, WEEE, REACH). In compliance with WW RoHS materials restriction requirements in China, Korea, India, Vietnam, Turkey, Serbia, and Ukraine
Warranty	90 days

Ordering information

Product	
4VW15A	HP PageWide XL 4700 40-in Multifunction Printer with Top Stacker
Accessories	
2NH46AAE	HP SmartStream Document Organizer Module
2NH47AAE	HP SmartStream Pixel Analysis Module
5EK00A	HP HD Pro 2 42-in Scanner
8SB02A	HP PageWide XL Drawer
8SW00A	HP SmartStream USB Preflight Manager
8SW00AAE	HP SmartStream Preflight Manager
8SW03A	HP SmartStream Print Controller USB for HP PageWide XL 4000 Printer series
8SW03AAE	HP SmartStream Print Controller for HP PageWide XL 4000 Printer series
8SW13A	HP SmartTracker USB for HP PageWide XL 4000 Printer series
8SW13AAE	HP SmartTracker for HP PageWide XL 4000 Printer series
G6H50B	HP SD Pro 44-in Scanner
Original HP printing supplies	
3ED83A	HP 865 500-ml Magenta PageWide XL Ink Cartridge
3ED84A	HP 865 500-ml Yellow PageWide XL Ink Cartridge
3ED85A	HP 865 500-ml Cyan PageWide XL Ink Cartridge
3ED86A	HP 864 500-ml Black PageWide XL Ink Cartridge
3WW73A	HP 874/876 PageWide XL Cleaning Container
3WW99A	HP 841/874/876 PageWide XL Maintenance Cartridge
C1Q19A	HP 841/874 PageWide XL Printhead

Original HP large format printing materials

HP Universal Bond Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Production Matte Poster Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Production Satin Poster Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Matte Polypropylene, 3-in Core

For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.

RESPONSE: No. The requirement is not needed any longer.

3. **QUESTION: Could** you please confirm if the agency requires the printer-only configuration, or if you are seeking the integrated scanner model (HP PageWide XL 4700 MFP)?
   RESPONSE: No integrated scanner is needed.

4. **QUESTION: Is** there a specific printing / volume that you are looking for? I want to ensure the 4700 is the correct fit.

   RESPONSE: Up to 15 pages per minute, we print less that 200 copies a month.

5. **QUESTION:** Is there a need to compare service costs after the 2-year warranty?

   RESPONSE: In reference to the Specifications:

   - Section 3 GENERAL REQUIREMENTS
   - 3.1 HP Pagewide XL 4700 or equal
   - 3.1.1 Shall include a warranty for two (2) years or better

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor’s bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor’s bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words “must,” “will,” and “shall.” Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor’s bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual’s attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor’s E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor’s responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor’s bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Tuesday, July 14, 2026 @ 10:00 AM ET

Submit Questions to:
DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through *wv*OASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through *wv*OASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: One-time purchase of HP Pagewide XL 4700 or equal
BUYER: Amber Heath
SOLICITATION NO.: ARFQ DOT2700000001
BID OPENING DATE: Tuesday, July 21, 2026
BID OPENING TIME: 10:30 AM
FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

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

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

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

GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on ______________________ and the initial contract term extends until _________________.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to ___________________ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

> ☐ **Alternate Renewal Term** – This contract may be renewed for ___________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☑ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ________________________ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for ________________ year(s) thereafter.

☑ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as ___________________________________), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☑ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000 per occurrence.

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

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

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

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

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

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

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ ______________________ for ______________________

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Joe Yamour, Vice President of Public Sector

(Printed Name and Title)

901 Deerfield Parkway, Buffalo Grove, IL 60089

(Address)

703-403-9820 / 847-637-8172

(Phone Number) / (Fax Number)

jyamour@paragonmicro.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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

Paragon Micro Inc.

(Company)

(Signature of Authorized Representative)

Joe Yamour, Vice President of Public Sector

(Printed Name and Title of Authorized Representative)

7/21/206

(Date)

703-403-9820 / 847-637-8172

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION

WVDOT Pagewide XL Plotter

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation, Information Technology Division, to establish a one-time purchase for a Pagewide XL Printer.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Item" means provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.

   2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

   2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1 HP Pagewide XL 4700 or equal

3.1.1 Shall include a warranty for two (2) years or better
3.1.2 Shall include a stacker output or equal
3.1.3 Shall include 2 media rolls
3.1.4 Shall include inside delivery and all freight costs
3.1.5 Shall include turnkey services (including but not limited to unboxing, assembly, installation, and network setup)

3.2 Alternate Bids

3.2.1 **Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. To receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.**

The vendor shall provide technical specifications with bid documentation.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a total cost for the Contract Items being requested. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (10) ten working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at 1900 Kanawha Blvd, Building 5, Room A-720, Charleston WV 25305.

6.2 Partial Shipment: Partial Shipments are accepted but payment will not be made until all goods have been received.

6.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be ground for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

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

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall either plan for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or a refund for the purchase price, at the Agency's discretion.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 40 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a **vendor default** under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

9. CONTRACT MANAGER: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Steve Smith

Telephone Number: 847-380-1179

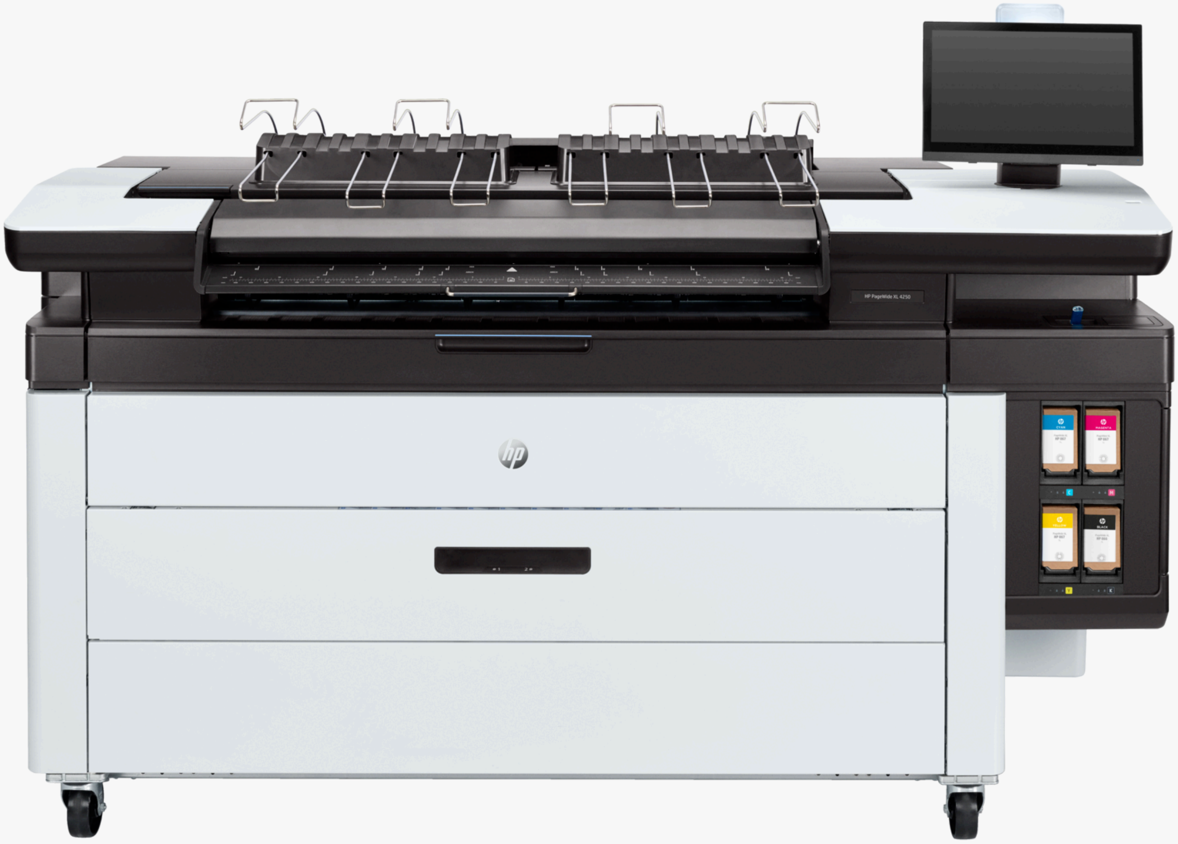
Fax Number: 847-637-8172

Email Address: ssmith@paragonmicro.com

Exhibit A - Pricing Page				
Specifications Reference	Description	Estimated Quantity	Unit Cost	Extended Price Total
3.1	HP Pagewide XL 4700 or equal **(PageWide XL 4250 which is replcement for the 4700)**	1	30,124.95	30,124.95
3.1.1	2 Year Warranty or Better **(3 year included in Line 1)**	1	0.00	0.00
3.1.4	Freight and Delivery Fee	1	1,500.00	1,500.00
3.1.5	On-site Installation, Assembly & Turnkey Setup	1	3,144.95	3,144.95
Grand Total				34,769.90

HP PageWide XL 4250 40-in Multifunction Printer with Top Stacker

Fast, efficient printing experience with the ultimate security[1]



*Product image may differ from actual product

Fast mono and color print, keep cost under control

- Don't waste time waiting on prints—high-productivity monochrome and color speeds up to 12 A1 pages/min.[2]
- Excellent technical prints with HP PageWide XL pigment inks—vivid color, crisp lines, fine detail beat LED.[3]
- Save with low running costs in mono and color[4] and with up to 10 times lower energy consumption.[5]
- Eco-Carton replaces plastic cartridge—80% reduction in plastic and 66% C02e reduction[6], free take back.[7]

Enhanced print/scan/copy for extreme simplicity

- Easy printing and workflow efficiency with HP Click, HP SmartStream software.
- The market's largest 15-inch touchscreen[8] makes it easy to operate from the front and the back.
- Scan on the fly, gain agile digitalization with live scan preview and contextual post-edit capabilities.
- Easy collaboration—access personal/network group folders at touchscreen; print, save, and share right away.

World class printer protection with HP Wolf Pro Security

- Best network protection with HP Connection Inspector dynamic security, HP Secure Boot, and Whitelisting.[1]
- Keep your fleet secure and set security preferences—any time—with HP Security Manager software.
- Control who accesses the printer and its confidential documents with secure user authentication.

This printer is intended to work only with cartridges that have a new or reused HP chip, and it uses dynamic security measures to block cartridges using a non-HP chip. Periodic firmware updates will maintain the effectiveness of these measures and block cartridges that previously worked. A reused HP chip enables the use of reused, remanufactured, and refilled cartridges. More at: http://www.hp.com/learn/ds

Messaging Footnotes

[1] Based on comparison of published security specifications commissioned by HP and performed by Sogeti in January, 2024. Comparison of the HP PageWide XL portfolio and competitors that represent the majority market share of LED and UV-gel printers worldwide as of 2023 according to IDC. Comparison matrix and further details available upon request.
[2] The HP PageWide XL 4250 Multifunction Printer delivers 12 CAD output D/A1 prints in 1 minute. Number of pages will vary depending on the print mode and application printed.
[3] Based on testing commissioned by HP and performed by Sogeti in September, 2020. Fine detail based on the number of line breaks found in 1.5 mm of line. On vertical 1 px C,M,Y,K lines. Printed on Oce 75 g plain paper using equivalent fast/high-speed print modes. For output produced with an HP PageWide XL 8200 Printer and comparable printers from different manufacturers and that represent the majority market share of LED and UV-gel printers worldwide as of 2019 according to IDC.
[4] Calculation based on total cost of ownership comparison of comparable competitive printer, considering average printhead life. Results show maintenance costs reduced by 50% when printing technical drawings. Analysis period of 5 years and assuming a production of 1000 m²/month with a printing category distribution of: 80% lines, 20% high-density images. Testing commissioned by HP and performed by Sogeti in September, 2020.
[5] Based on tests performed internally by HP based on ISO 20690 and performed in September, 2020. Comparable printers using LED technology based on LED printers capable of printing 4-6 D/A1 pages per minute and which represent the majority market share of mid-volume LED printers in the US and Europe according to IDC as of October, 2020.
[6] Based on 1-liter cartridge, figures might be slightly different for 500-ml cartridge. C02e reduction based on moving from plastic ink cartridge to cardboard HP Eco-Carton ink cartridge, with annual manufacturing savings of 36 tons and transport savings of 1 ton. Equivalent to 147,755 km (91,811 miles) driven by an average passenger vehicle or 4,718,692 million smartphones charged.
[7] Visit https://www.hp.com/recycle to see how to participate and for HP Planet Partners program availability; program may not be available in your jurisdiction. Where this program is not available, and for other consumables not included in the program, consult your local waste authorities on appropriate disposal.
[8] Based on comparison of published front panel specifications commissioned by HP and performed by Sogeti in September, 2020. Comparison of the HP PageWide XL portfolio and competitors that represent the majority market share of LED and UV-gel printers worldwide as of 2019 according to IDC.

For more information, please visit https://www.hp.com/go/pagewide-xl-4250

AirPrint

HP WOLF SECURITY

Datasheet

Technical specifications

Print

Description	Large-format color MFP
Warm-up time	No warm up
First page out	22 sec (from USB)
Technical documents (from roll)	Up to 650 ANSI D pages/hr, 12 ANSI D pages/min
Print resolution	1200 x 1200 dpi
Technology	HP PageWide Technology
Ink types	Pigment-based (C, M, Y, K)
Ink cartridges	4 (C, M, Y, K)
Cartridge size	500 ml
Printheads	8 (C, M, Y, K)
Average printhead life	32 L
Printhead warranty	12 months from the date of installation, or 10 L, or until the Warranty Ends date printed on the packaging, whichever comes first
Line accuracy	±0.1%[1]
Minimum line width	0.0008 in (HP-GL/2 addressable)

Scan and copy

Linear scan speed	Color: up to 6 in/sec; Grayscale: up to 10 in/sec
Scan resolution	1200 dpi
Scan format	JPEG, TIFF, multi-TIFF, PDF, PDFA, multi-PDF, multi-PDFA
Scan destinations	Printer storage, USB drive, network folder (SMB), My home folder, scan to email, scan to HP SmartStream software
Maximum scan width	Up to 36 in
Maximum scan length	164 ft (PDF), 39 ft (TIFF), 26 ft (JPEG)[2]
Scan features	Live preview, scan quicksets, smart background removal, black enhancement, automatic de-skew, reduce scan speed, post-edit settings (contrast, brightness, rotation, cropping and skew)
Maximum copy length	374.5 in
Technology	36-in (91-cm) CIS scanner

Media

Applications	Line drawings; Maps; Orthophotos; Posters
Media rolls	2 rolls default with auto-switching, expandable to 4 rolls
Roll size	11 to 40 in
Roll length	Up to 650 ft
Maximum roll diameter	Up to 7 in
Roll core diameter	3 in
Media Weight Recommended	
Media weights by paper path	19 to 53 lb
Thickness	
Media types	Bond and recycled papers, poster papers, polypropylene, Tyvek papers, matte film
Media output (standard)	Top stacker (up to 100-page capacity)

Embedded controller

User interface	15.6-inch (396-mm) TFT (LED blacklight) 16:9-format HD capacitive touchscreen
Processor	Intel Celeron
Memory	8 GB DDR4
Hard disk	500 GB HDD (AES-256 encrypted)
Native print languages	HP-GL/2, TIFF, JPEG, Adobe PostScript 3, Adobe PDF 1.7
Remote management	HP Partner Link, HP Embedded Web Server, HP Web Jetadmin, PrintOS

Connectivity

Interfaces	Gigabit Ethernet (1000Base-T), USB 2.0 host
Printing paths	HP SmartStream software (optional), HP Click printing software, HP PageWide XL print drivers (PDF, HP-GL/2, and PCL3), Apple AirPrint

Dimensions (W x D x H)

Product	77 x 30.9 x 55.7 in
Shipping	88.9 x 40.9 x 62.1 in

Weight

Product	996 lb
Shipping	1368 lb

Environmental ranges

Operating temperature	41 to 104°F
Operating humidity	20 to 80% RH, depending on media type

Acoustics

Sound pressure	Printing: ≤60 dB(A) (operating), ≤36 dB(A) (idle), ≤20 dB(A) (sleep)
Sound power	Printing: ≤7.8 B(A) (operating), ≤5.5 B(A) (idle), ≤3.5 B(A) (sleep) H

Power

Consumption	0.27 kW (typical); 0.7 kW (max printing); 95 W (ready); <16 W (sleep)
Requirements	Input voltage (auto ranging) 100-127/200-240 V (±10%), 50/60 Hz (±3 Hz), 7/3.5 A

Certifications & Compliance

Safety	IEC 60950-1+A1+A2 and IEC 62368-1 2nd ed. compliant; USA and Canada (CSA listed); EU (LVD and EN 60950-1 and 62368-1 compliant); Russia, Belarus, and Kazakhstan (EAC); China (CCC)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia and New Zealand (RCM), Japan (VCCI), Korea (KC)
Environmental	ENERGY STAR, EPEAT Registered, CE marking (including RoHS, WEEE, REACH). In compliance with WW RoHS materials restriction requirements in China, Korea, India, Vietnam, Turkey, Serbia, and Ukraine
Warranty	90 days

Ordering information

Product

86Z39A	HP PageWide XL 4250 40-in Multifunction Printer with Top Stacker
Country of origin	Malaysia(B19, AKV, ACJ, AB1, B1K, ABG, BCD, AC4)

Accessories

2NH46AAE	HP SmartStream Document Organizer Module
2NH47AAE	HP SmartStream Pixel Analysis Module
6UA02AAE	HP SmartStream Workflow Management Module
8SB02A	HP PageWide XL Drawer
8SW00A	HP SmartStream USB Preflight Manager
8SW00AAE	HP SmartStream Preflight Manager
8SW03A	HP SmartStream Print Controller USB for HP PageWide XL 4000 Printer series
8SW03AAE	HP SmartStream Print Controller for HP PageWide XL 4000 Printer series
8SW21A	HP Click USB for HP PageWide XL 4000 Printer series

Original HP printing supplies

3ED83A	HP 865 500-ml Magenta PageWide XL Ink Cartridge
3ED84A	HP 865 500-ml Yellow PageWide XL Ink Cartridge
3ED85A	HP 865 500-ml Cyan PageWide XL Ink Cartridge
3ED86A	HP 864 500-ml Black PageWide XL Ink Cartridge
3WW73A	HP 874/876 PageWide XL Cleaning Container
3WW99A	HP 841/874/876 PageWide XL Maintenance Cartridge
C1Q19A	HP 841/874 PageWide XL Printhead

Use Original HP inks and printheads, and HP large format printing materials, to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system, and Original HP inks are designed to maximize the life of HP printheads. Protect your HP printer investment by using Original HP inks for full HP warranty protection. For more information, visit https://hp.com/go/OriginalHPinks

Original HP large format printing materials

HP Universal Bond Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Production Matte Poster Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Production Satin Poster Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified)[3] (recyclable)[4]
HP Matte Polypropylene, 3-in Core
For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.
HP Support Services offer installation and extended support services (e.g. 2, 3, 4, and 5 years). For more information, please visit http://www.hp.com/go/cpc

Specification Footnotes

[1] ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E printing material in Best or Normal mode with HP Matte Polypropylene and HP PageWide XL pigment ink.
[2] Scanned at 200 dpi. PDF scanning available on PostScript models only.
[3] BMG trademark license code FSC®-C115319, see http://www.fsc.org . HP trademark license code FSC®-C017543, see http://www.fsc.org . Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit http://www.HPLFMedia.com
[4] Can be recycled through commonly available recycling programs.

ca-en January 2026