



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: 2051109
Solicitation Description: Open-End Contract of Printers for WVDOT
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-09-24 10:30	SR 0803 ESR09242600000003205	1

VENDOR
VS0000015925
Software Information Resource Corp

Solicitation Number: ARFQ 0803 DOT2700000019
Total Bid: 33272
Response Date: 2026-09-24
Response Time: 09:14:32
Comments:

FOR INFORMATION CONTACT THE BUYER
Kristine E James
304-558-0408
kristy.e.james@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 OfficeJet Pro 9125E All-in-One Printer or equal	100.00000	EA	287.540000	28754.00

Comm Code	Manufacturer	Specification	Model #
43212100			

Commodity Line Comments:

Extended Description:

HP OfficeJet Pro 9125E All-in-One Printer or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	2 Year Warranty or Better	100.00000	EA	45.180000	4518.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

2 Year Warranty or Better

  730 24th ST NW, STE 3, Washington DC 20037-2500 SIRC is a Women Owned Small Business Price Quotation				<table border="1"> <tr><td>Date:</td><td>09/24/2026</td></tr> <tr><td>Quote No:</td><td>D26-L9046</td></tr> <tr><td>Quote Expires:</td><td>09/30/2026</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>Freight</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>2-3 weeks ARO</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td>Discount Terms:</td><td>NONE</td></tr> <tr><td>RFQ Number:</td><td>ARFQ-0803-DOT2700000019-1</td></tr> </table>				Date:	09/24/2026	Quote No:	D26-L9046	Quote Expires:	09/30/2026	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	Freight	Pricing:	OPEN MARKET	Lead Time:	2-3 weeks ARO	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	ARFQ-0803-DOT2700000019-1
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SIRC POC	POC Email	POC TEL	Cage Code	FEIN	DUNS	UEI	URL																						
Kevin	kevin.arciga@sirc.net	202-536-2800	1PQ53	54-1727076	93-826-5865	EJMMJHYDFH6	www.sirc.net																						
Customer Name				Ship To Customer																									
West Virginia Department of Transportatio ATTN: Kristine E James 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US Email: kristy.e.james@wv.gov				West Virginia Department of Transportatio ATTN: Kristine E James 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US																									

#	Item	Item Desc	OM GSA	Qty	U/M	Cost USD	Total USD
1	C2VZ0A#B1H	HP Hardware OFFICEJET PRO 9125 AiO COO: CHINA (NON-TAA)	OM	100.00	EA	\$287.54	\$28,754.00
2	U6M50E	HP CarePack 2y Onsite Exchange OJ L COO: USA (TAA)	OM	100.00	EA	\$45.18	\$4,518.00
GRAND-TOTAL		Grand Total:					\$33,272.00

*** For better order processing, please reference D26-L9046 when issuing an Order to SIRC ***

*** We cannot use your shipment account. Third-party shipment account will not be allowed ***

If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

Due to ongoing supply chain volatility and OEM-driven constraints, all delivery timelines including standard and backordered items are subject to confirmation at the time of order. Lead times may change without prior notice and should be considered TBD (To Be Determined) until formally validated by the manufacturer. Partial shipments may occur based on availability.

** NOTE **

No discounts will be provided for early payments.

SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost

PLEASE NOTE:

*** Price, availability, and product specs are subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.***

Quoted products are based on best information available as of the date of this quotation and are not guaranteed to meet bid specifications. These changes are typically driven by our vendor-manufacturers and are prompted by a variety of factors outside of SIRC's control. These factors may include (but are not limited to):

- market conditions impacting pricing at time of allocation
- global transportation issues affecting freight pricing and shipment/delivery dates
- unforeseen shortages of raw goods prompting price increases
- tariffs imposed by importing and exporting countries

SIRC's shipping partners assess a charge for certain residential, rural, and other area deliveries. Such charges will be displayed as a freight fee during checkout. Orders that qualify for free freight will still be applied this surcharge.

This quotation, and any other order placed in reference to this quotation, is governed by HP Worldwide Limited Warranty and Technical Support attached via separate document, and can be found at https://support.hp.com/us-en/document/ish_13063204-13063227-16

HP Worldwide Limited Warranty and Technical Support

Refer to the following HP Worldwide Limited Warranty and Technical Support information.

HP Hardware Limited Warranty

Refer to the following warranty information.

Limited Warranty Period

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer, for the duration specified on the product description page.

Please refer to the HP website for an extensive description of your limited warranty entitlements. HP may offer 90 days of Complimentary Limited Technical Support by phone without a fee. Thereafter, there may be an additional service fee for HP phone support while other support methods—including chat, HP Support website, or by contacting your HP reseller or HP authorized service provider—are available without charge during the whole duration of this HP Limited Warranty. Please see the product description page for applicable products.

General Terms

This HP Limited Warranty gives you, the end-user customer, express limited warranty rights from HP, the manufacturer. Refer to the HP website for an extensive description of your limited warranty entitlements. To the extent that you have a separate written agreement with HP, you also may have other legal rights that this HP Limited Warranty does not exclude, limit, or suspend. Refer to “Country-Specific Terms,” if applicable, at the end of this warranty for more information regarding your rights.

This HP Limited Warranty applies only to HP-branded and Compaq-branded hardware products, including without limitation, HP printing supplies (collectively referred to in this HP Limited Warranty as “HP Hardware Products”) sold by or leased from HP Inc., its worldwide subsidiaries (collectively referred to in this HP Limited Warranty as “HP”), affiliates, authorized resellers, authorized distributors, or country distributors with this HP Limited Warranty. The term “HP Hardware Product” is limited to the hardware components and required firmware. The term “HP Hardware Product” DOES NOT include software applications or programs, non-HP products, or non-HP branded peripherals. To the extent permitted by local law, all non-HP products or non-HP branded peripherals external to the HP Hardware Product—such as external storage subsystems, displays, printers, and other peripherals—are provided “AS IS” and are not covered by this HP Limited Warranty. However, non-HP manufacturers and

suppliers or publishers may provide their own warranties directly to you. An HP branded peripheral or other HP branded product not covered by this HP Limited Warranty also may be covered by the HP Limited Warranty for that particular HP-branded peripheral or product. Consult your HP Limited Warranty for that product to determine your rights and obligations.

To the extent permitted by local law, HP guarantees that it will repair, replace, or refund, at HP's option, an HP Hardware Product that manifests a defect in materials or workmanship during the Limited Warranty Period, if you, the end-user customer, provides HP with notice of a defect in your HP Hardware Product during the Limited Warranty Period. HP's obligation under this HP Limited Warranty, at its option, to repair, replace, or provide a refund for an HP Hardware Product that manifests a defect in materials and workmanship ceases upon the expiration of the Limited Warranty Period.

The Limited Warranty Period starts on the latter of the date of purchase or lease from HP or from the date HP or, if applicable, the HP authorized service provider completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the HP Hardware Product, is your proof of the purchase or lease date unless HP or your authorized reseller informs you otherwise in writing. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. Warranty service indicated here reflects base level warranty offerings. Enhancements to the base warranty may be included with your HP Hardware Product. For current warranty information, contact HP or visit HP.com. For HP ink cartridges, the warranty coverage extends until the HP ink is depleted or the “Warranty Ends” date has been reached, whichever occurs first. For HP print heads, the coverage extends until the “Warranty Ends” date has been reached or the warranted usage limit has been reached, whichever occurs first. For HP LaserJet print cartridges the warranty coverage extends until the warranted usage limit is reached.

Some states or countries do not allow the following exclusions or limitations, so these exclusions and limitations may be limited in their application to you.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND, TO THE EXTENT PERMITTED BY LAW, HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS HP LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS OR THE EXCLUSION OR LIMITATION OF PARTICULAR TYPES OF DAMAGE, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS, DISCLAIMERS OR LIMITATIONS OF THIS HP LIMITED WARRANTY MAY NOT APPLY TO YOU. TO THE EXTENT THAT THIS HP LIMITED WARRANTY OR ANY PART OF IT IS INCONSISTENT WITH LOCAL LAW, THIS HP LIMITED WARRANTY OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

FOR CONSUMER TRANSACTIONS, INCLUDING BUT NOT LIMITED TO, THE EUROPEAN UNION, AUSTRALIA, AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS HP HARDWARE PRODUCT TO YOU.

This HP Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this HP Limited Warranty. This HP Limited Warranty is subject to all applicable national export and import laws and regulations. Under this HP Limited Warranty, HP Hardware Products purchased in one country or region may be transferred to another country or region where HP or its authorized service providers offer warranty service for the same product model numbers. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If parts are unavailable, your HP authorized service provider can provide you with details. HP will not alter form, fit, or function of this HP Hardware Product to make it operate in a country for which it was never intended to function. HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by, and is subject to, all applicable export and import laws, regulations, and controls issued by various governments.

In countries or regions where applicable law determines that warranty services for imported products are to be provided by the local importer or in which applicable law does not mandatorily determine that warranty services for imported products are to be provided by the manufacturer, all warranty services for HP products in these countries or regions will be provided solely by the importer and not by HP, except where the local importer has been specifically authorized by HP or its local affiliate to import the products and refer the warranty services to HP.

You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required due to the manifestation of a defect in materials and workmanship within the Limited Warranty Period. HP will, at its option, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period if HP receives notice from you, the end-user customer, of the manifestation of such a defect during the Limited Warranty Period. Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials functionally equivalent to new in performance and reliability. To the extent consistent with local law, (a) HP Hardware Products presented for repair may be replaced by refurbished HP Hardware Products of the same type rather than being repaired; (b) refurbished parts may be used to repair HP Hardware Products; and (c) replaced or repaired HP Hardware Products will be functionally equivalent in performance and reliability to original products that have been discontinued. Unless otherwise expressly required by local law, if these replaced or repaired HP Hardware Products or parts manifest a defect in materials or workmanship (1) during the ninety (90) days following their repair and/or replacement, or (2) during the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, HP warrants that it will again repair or replace these HP Hardware Products or parts.

All component parts or hardware products removed under this HP Limited Warranty become the property of HP unless otherwise stipulated by applicable local law. In the unlikely event that your HP Hardware Product has recurring failures or HP determines it is unable to repair or replace the HP Hardware Product, HP, at its option, may elect to provide you with (a) a replacement unit selected by HP that is the same or functionally equivalent to your HP Hardware Product in performance or (b) to give you a refund or credit of your purchase price or lease payments (less interest) instead of a replacement. To the extent permitted by local law, this is your exclusive remedy for defective products.

Some states or countries do not allow the above exclusion or limitation, so this exclusion and limitation may be limited in its application to you.

Disputes arising out of this HP Limited Warranty or relating to your purchase of the HP Hardware Products subject to this HP Limited Warranty—whether based on contract, tort, statute, fraud, or any other legal theory—are governed by the law of the country and state, province, or territory in which you currently reside, without regard to its conflict-of-law principles.

International transfer of Hardware Products

Under this HP Limited Warranty, HP Hardware Products purchased in one country or region may be transferred to another country or region where HP or its authorized service providers offer warranty service for the same product model numbers. HP suggests customer to check product model availability at the destination country with official sources like the country domain of HP.com. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If parts are unavailable, your HP authorized service provider can provide you with details and possible solution, if available.

HP will not alter form, fit, or function of this HP Hardware Product to make it operate in a country for which it was never intended to function. HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by, and is subject to, all applicable export and import laws, regulations, and controls issued by various governments.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS HP HARDWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This HP Limited Warranty does not apply to expendable or consumable parts, with the exception of HP printing supplies and certain rechargeable batteries as specified below, and does not extend to any HP Hardware Product from which the serial number has been removed or that has been damaged or rendered defective

1. as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes;

2. by operation outside the usage parameters stated in the user documentation that shipped with the HP Hardware Product;
3. by software, interfacing, parts or supplies not supplied by HP;
4. by improper site preparation, maintenance or environmental conditions that do not conform to HP's site specifications;
5. by virus, infection, worm, or similar malicious code not introduced by HP;
6. by loss or damage in transit;
7. by modification or service by anyone other than HP or an HP authorized service provider; or
8. by improper installation of end-user replaceable HP or HP approved parts if available for your HP Hardware Product in the servicing country or region.

Any HP Hardware Product found to be overclocked after delivery from HP will be excluded from the terms of this Limited Warranty other than damaged or defective components where the damage or defect is found to be unrelated to the overclocking.

HP is not responsible for any interoperability or compatibility issues that may arise when

1. products, software, or options not supported by HP are used;
2. configurations not supported by HP are used; or
3. parts intended for one system are installed in another system of different make or model.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY HP HARDWARE PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. TO THE EXTENT PERMITTED BY LOCAL LAW, HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE HP HARDWARE PRODUCT IS MANUFACTURED, SUBJECT TO ANY APPLICABLE UPDATES. MEMORY DATA MAY BE LOST DURING REPAIR.

Product Specific Exclusions

Refer to the following product specific exclusions.

Rechargeable Batteries

To the extent permitted by local law and unless otherwise specified or excluded in this HP Limited Warranty for Notebook Batteries, the notebook battery is only warranted against defects in materials or workmanship resulting in failure of the battery to operate (a) for the duration of the HP Worldwide Limited Warranty Period for notebook batteries (a period of time equal to the warranty period of the HP Hardware Product in which the battery is installed) or (b) 1,000 charge cycles, whichever comes first.

Unless otherwise specified in this HP Worldwide Limited Warranty for Notebook Batteries, HP warrants that it will provide a replacement battery if the battery manifests a defect in materials or workmanship during the identified warranty period from the date of purchase of the HP Hardware Product in which the battery is installed.

This limited warranty for notebook batteries covers both HP long-life removable batteries and HP long-life non-removable batteries. A battery that has been designated as a non-removable battery is not user accessible and must be replaced by HP or an HP Authorized Service Provider. A battery that has been defined as a removable battery is designed to be removed and replaced by the end user. HP utilizes long-life batteries that are designed to maintain a significant portion of their charge capacity up to the warranty term of the HP Hardware Product or 1,000 charge cycles, whichever comes first. Aftermarket batteries are governed by the warranty terms and conditions provided with the aftermarket battery.

As with all batteries, the maximum full charge capacity of any battery will decrease with time or use. Battery cycle life will vary depending on product model, configuration, loaded applications, features, use, wireless functionality, and power management settings.

Accordingly, this HP Limited Warranty does not cover and excludes the natural degradation or changes in full charge capacity or battery cycle life unless such degradation is the result of a materials or workmanship issue. To determine whether your battery has had a warranted failure, you may be required to run the HP PC Hardware Diagnostics Tool to determine if your computer's hardware is functioning properly. This diagnostic tool is available in Windows and UEFI and is available for download at <https://support.hp.com/us-en/help/hp-pc-hardware-diagnostics>.

HP Printing Products

The use of a non-HP or refilled cartridge does not affect either the HP Limited Warranty to the end-user customer or any HP support contract with the end-user customer for the printer. However, if printer or print head failure or damage is attributable to the use of a non-HP or refilled cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage or for the cost to replace the print head. For HP ink cartridges and supplies and HP LaserJet supplies, this HP Limited Warranty does not apply to products that,

in addition to other exclusions described in this HP Limited Warranty, have been refilled, refurbished, remanufactured, or tampered with in any way. This HP Limited Warranty pertains to HP ink cartridges, print heads, or HP LaserJet print cartridges when used in its designated HP or authorized original equipment manufacturer (OEM) printing device.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. TO THE EXTENT PERMITTED BY LOCAL LAW, THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS, ADVERTISEMENTS, OR OTHER REPRESENTATIONS—including REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP, AN AGENT OR EMPLOYEE OF HP, OR ANY NON-HP AGENT OR EMPLOYEE—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT OTHER THAN AS A PART OF A SEPARATE WRITTEN AGREEMENT WITH HP OR ITS AUTHORIZED RESELLERS.

No change to the conditions of this HP Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of Liability

Some states or countries do not allow the exclusion or limitation of implied warranties or the limitation of special, incidental, or consequential damages (set out below), so these limitations and exclusions may be limited in their application to you.

THE FOLLOWING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY LOCAL LAW. IN THE EVENT THAT HP AT ITS OPTION PROVIDES YOU A REFUND OR A PRODUCT REPLACEMENT CARD FOR USE ON HP.COM, THE MAXIMUM LIABILITY OF HP UNDER THIS HP LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE PRICE YOU PAID FOR THE HP HARDWARE PRODUCT. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE HP HARDWARE PRODUCT OR THE FAILURE OF THE HP HARDWARE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, OR LOSS OF USE, LOST DATA OR SOFTWARE, OR ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED ON THE PRODUCT, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. HP IS NOT LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF HP COMPLYING WITH ITS OBLIGATIONS UNDER LOCAL LAW. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS HP LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY

PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS HP LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

HP Options and Accessories Limited Warranty

The HP Limited Warranty terms and conditions for HP-branded options and accessories (collectively referred to in this HP Limited Warranty as “HP Options”) are as set forth in the HP Limited Warranty applicable to the HP Option and included with the HP Hardware Product.

If your HP Option is installed in an HP Hardware Product, HP will provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is installed, whichever period is longer, but not to exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for details. To the extent permitted by local law, non-HP options are provided “AS IS.” However, non-HP manufacturers and suppliers may provide warranties directly to you.

Displays

Refer to the following display information.

Digital Signage Display

This Limited Warranty does not cover service for removing or reinstalling a wall-mounted or custom-installed Digital Signage Display. This Limited Warranty does not cover damage resulting from a wall-mounted or other custom installation or removal of a display. HP recommends using a qualified installer for wall mounting or other custom installation or removal of a display. If HP determines that a Digital Signage Display issue cannot be resolved remotely, HP will ship a replacement product directly to the customer. HP will incur all shipping and insurance costs by providing courier assistance to package and return unit safely to HP. Failure to return the defective unit may result in HP billing the customer for the replacement product.

Monitors

All Monitor models are not suitable for applications that exhibit static, stationary, or fixed images. Static images may cause image retention damage that may appear as stains or watermarks on the screen. This HP Limited Warranty does not cover monitors that are in use for applications that exhibit static, stationary, or fixed images for long periods or for 24-hours per day that result in image retention damage. To avoid image retention damage, turn off the monitor when it is not in use or use a power management setting, if supported by your system, to turn off the display when the system is idle.

Multimedia Monitor and PC Bundle Concurrent Warranty

If you purchased a Multimedia Monitor together with a personal computer as part of a product bundle (purchased as a single SKU), the duration of the warranty period for the Multimedia Monitor is, to the extent permitted by local law, coextensive with that of the warranty period for the personal computer. Check the warranty statement of the personal computer for details.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your HP Limited Warranty (issues that are not due to defects in materials and workmanship on HP Hardware Products), you will be asked to assist HP or the HP authorized service provider as follows:

- Provide true, accurate, and complete information when filing a warranty claim.
- Provide an environment that meets HP requirements, including protecting products from corrosion, contamination, and spills. For example, to meet HP's corrosion requirements, the environment must not cause more than 300 angstroms of corrosion per month on silver and copper.¹
- Verify configurations, load most recent firmware, install software patches, and run HP diagnostics and utilities.
- Implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem using online chat, email, or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.

- HP recommends that you make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support or repairs, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Remove any external options or accessories that would be subject to loss during the repair or replacement process.
- Perform additional tasks as defined within each type of warranty service described below and any other actions that HP may reasonably request in order to best perform the warranty support.
- To obtain warranty service for HP LaserJet print cartridges, Return the product to the place of purchase with a written description of the problem and print samples or contact HP customer support.

1 HP's requirements are based on ISA G1 (mild) requirements as described in ISA-71.04-1985 Environmental Conditions for Process Measurement and Control Systems: Airborne Contaminants. This ISA standard is available at <http://www.isa.org>. When products are used in ISA G1 (mild) environments, corrosion should not be a factor in equipment reliability.

Types of Hardware Warranty Service

The types of warranty support service that may be applicable to the HP Hardware Product you have purchased are described below. **All services may not be available in all countries or regions.** TO THE EXTENT THAT THE FOLLOWING WARRANTY SERVICES AND TERMS OR ANY PART THEREOF IS INCONSISTENT WITH LOCAL LAW, THE WARRANTY SERVICES AND TERMS OR THE CORRESPONDING PART SHALL BE DEEMED MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW.

Customer Self-Repair Warranty Service

HP Hardware Products are designed with many Customer Self-Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnostic period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which Customer Self-Repair is mandatory—If you request HP or an HP authorized service provider to replace these parts, you will be charged for the travel and labor costs for this service.
- Parts for which Customer Self-Repair is optional—These parts are also designed for Customer Self-Repair. If, however, you require that HP or an HP authorized service provider to replace the part for you, it may be done at no additional charge under the type of warranty service designated for your HP Hardware Product.

You are required to cooperate with HP or an HP authorized service provider in attempting to resolve the problem by chat, email, or telephone. This may involve performing routine diagnostic procedures, installing software updates or patches, removing third-party options and/or substituting options. If assistance is required, you can contact HP technical support, and a technician will help you using online chat, email, or telephone. HP documentation shipped with a replacement CSR part specifies whether a defective part must be returned to HP, unless otherwise stipulated by applicable local law. In cases where it is required to return the defective part to HP, you must ship the defective part to HP within a defined period, normally five (5) to fifteen (15) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a Customer Self Repair, HP will incur all shipping and part return costs and determine the courier/carrier to be used. The classification of CSR parts may vary by country or region.

Advanced Unit Replacement Warranty Service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective.

On receiving the replacement unit, you may be required to return the defective HP Hardware Product to HP in the packaging that arrives with the replacement unit within a defined period of time, normally five (5) to fifteen (15) days. HP will incur shipping and insurance costs to return the defective HP Hardware Product to HP. Failure to return the defective HP Hardware Product may result in HP billing you for the replacement unit. HP provides advanced unit replacement service during standard office hours. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on logistics constraints and distance from the nearest HP service location or HP authorized service provider.

To find the telephone numbers and, in some cases, maps of the nearest HP service location or an HP authorized service provider, refer to the HP website at <http://welcome.hp.com/country/us/en/wwcontact.html>.

Pick-Up and Return Warranty Service

Your HP Limited Warranty may include a pick-up and return warranty service. Under the terms of pick-up and return service, HP will pick up the defective HP Hardware Product from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this service.

Carry-In Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an HP authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to and from the service location. You are responsible for insuring any HP Hardware Product shipped or returned to an HP authorized service location, and you assume risk of loss during shipping.

Mail-In Warranty Service

To the extent permitted by local law, this HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an HP authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the HP Hardware Product to the service location. You are responsible for insuring any HP Hardware Product you ship, and you assume risk of loss during shipping. HP will return the repaired HP Hardware Product to you and incur all logistics and insurance costs.

Send-In and Return Warranty Service

To the extent permitted by local law, your HP Limited Warranty may include a send-in and return warranty service. Under the terms of send-in and return service, HP will ship to you, at HP's expense, packaging for shipping your HP Hardware Product to HP for service. You are responsible for freight costs and insurance for shipping the HP Hardware Product to HP. You can arrange with HP for the inbound shipping and associated costs.

For more information, call 1-800-474-6836 (800-HP-invent) in the United States for detailed costs and instructions or visit <http://welcome.hp.com/country/us/en/wwcontact.html> to find HP Support numbers in other countries. You may also select your own courier and pay shipping costs. If you select your own courier, you are responsible for insuring any HP Hardware Product shipped to the service location and you assume risk of loss or damage during shipping. HP will repair the HP Hardware Product and return it to you. HP will incur all repair and shipping costs for the return of the repaired HP Hardware Product.

Onsite Warranty Service

Your HP Limited Warranty may include an onsite warranty service. Under the terms of onsite service, HP may, at its sole discretion, determine if a defect in an HP Hardware Product can be repaired

- remotely,
- by the use of a CSR part, or
- by a service call at the location of the defective HP Hardware Product.

If HP ultimately determines that an onsite service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 8:00 a.m. to 5:00 p.m. (08.00 to 17.00) Monday through Friday, but may vary with local business practices. The response time may vary and additional charges may be incurred, depending on travel constraints and distance from the nearest HP service location or HP authorized service provider. To find the telephone numbers and, in some cases, maps of the nearest HP service location or HP authorized service provider, refer to the HP website at <http://welcome.hp.com/country/us/en/wwcontact.html>. To receive onsite service, you must

- have an authorized representative present when HP provides warranty services at your site;
- notify HP if the HP Hardware Product is being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors;
- subject to HP's reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support;
- ensure that all manufacturers' labels (such as serial numbers) are in place, accessible, and legible;
- maintain an environment consistent with product specifications and supported configurations.

Swap Warranty Service

Your HP Limited Warranty may include a swap warranty service. Under the terms of swap warranty service, HP will pick up the defective unit from your location and will bring a replacement unit that is equivalent to new directly to you. HP will incur all repair, logistics, and insurance costs for this service.

Response Times

Response times are based on local standard business days and working hours where the service is being requested. Unless otherwise stated, all responses are measured from the time the end-user customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics.

Response times, including Next Business Day Warranty Service, if available, are based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your HP authorized reseller or HP authorized service provider for response time availability in your area.

Service Upgrades

HP has a range of additional support and service coverage for your HP Hardware Product that can be purchased locally. However, some support and related products may not be available in all countries.

For information on availability of service upgrades and cost, refer to the HP Care Pack lookup tool at <http://www.hp.com/go/lookuptool/>.

Included Software

HP's only obligations with respect to software distributed by HP under the HP brand name or included with an HP Hardware Product are set forth in the applicable end-user license or program license agreement provided with that software. To the extent permitted by local law, if the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Complimentary Limited Technical Support

Complimentary Limited Technical Support for your HP Hardware Product, HP Software, HP preinstalled third-party software, and third-party software purchased from HP, including initial setup support, is available from HP via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See “Contacting HP” for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Support includes assistance with

- answering your installation questions (prerequisites, first steps, and basic “how to” information);
- setting up and configuring the software and options supplied or purchased with HP Hardware Products such as how-to and first steps (excludes system optimization, customization, and network configuration);
- interpreting system error messages;
- isolating system problems and software usage problems; and

- obtaining HP Care Pack information or updates for software supplied or purchased with HP Hardware Products.

Support does NOT include assistance with

- generating or diagnosing user-generated programs or source codes;
- installation of non-HP software purchased separately; and
- system optimization, customization, and network configuration.

Freeware and Open-Source Operating Systems and Applications

HP does not provide technical support for software provided under public license by third parties (freeware and open-source software), including operating systems or applications. Technical support for freeware and open-source software provided with HP Hardware Products is provided by the freeware or open-source software vendor. For support contact information, refer to the freeware or open-source operating system or application help, documentation, or other application support statement included with your HP Hardware Product.

How to Check Warranty and Support Entitlement

You can check your warranty entitlement by entering your product model number and serial number at

<http://www.hp.com/go/warrantycheck>.

HP Care Pack services registration can be checked at Care Pack Central at <http://www.hp.com/go/cpc>.

Contacting HP

If your HP Hardware Product manifests a defect in materials and workmanship during the Limited Warranty Period, and the suggestions in the product documentation do not solve the problem, you can receive support in one of the following ways:

- Looking for additional support and troubleshooting information or updated software and drivers from the HP Support website at <http://www.hp.com/support>.
- Locating and contacting your nearest HP Support location via the website at <http://welcome.hp.com/country/us/en/wwcontact.html>.
- Contacting your HP authorized reseller or HP authorized service provider. Before calling HP or an HP authorized service provider, have the following information available:

1. Product serial number, model name, and product model number
2. Applicable error messages
3. Add-on options
4. Operating system
5. Third-party hardware or software
6. Detailed questions

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The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

First Edition: June 2025

P84885-001

Country-specific warranty text information and instructions

In some jurisdictions, including Australia and New Zealand, you may have other statutory rights.

Australia

Your rights as an Australian consumer are different to those stated in the document above. You should disregard any limitations or exclusions in the above document and refer to the information below:

- When you buy goods from HP as a consumer, the goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- This means that there is no defined warranty period for HP goods supplied to Australian consumers.
- Instead, the goods should, for example, be fit for the purposes for which they are commonly supplied for such a period as a reasonable consumer fully acquainted with the state and condition of the goods would expect. This period may vary depending on the product.

- You should contact HP if you are concerned that one of HP's products fails to satisfy any of the guarantees listed below. HP will discuss with you the specific nature and circumstances of that good and whether the particular fault/issue falls within the scope of the statutory guarantees.

Nothing in the HP Limited Warranty excludes, restricts, or modifies any condition, warranty, guarantee, right, or remedy you may have at law (including a consumer guarantee under the Australian Consumer Law), which cannot be lawfully excluded or limited.

The relevant guarantees are as follows:

- Quality – Goods supplied by HP must be of acceptable quality. The test for acceptable quality is whether a reasonable consumer, fully aware of the state and condition of the goods, would find them:
 - safe, durable and free from defects;
 - acceptable in appearance and finish; and
 - fit for all the purposes for which goods of that kind are commonly supplied.

This must take into account the nature and price of the goods, and any statements on packaging or labeling.

- Disclosed Purpose – Goods or services supplied by HP that HP represents are reasonably fit for a purpose expressly disclosed by a consumer must be reasonably fit for that purpose
- Description – Goods supplied by HP must match the description provided by HP.
- Sample – Goods supplied by HP must match any sample shown to you by HP.
- Title – A consumer who purchases a good from HP must receive clear title to the good.
- Due care and skill – Services provided to you by HP must be provided with due care and skill.
- Express warranties – HP will be legally required to comply with the express warranty that is set out in its terms and conditions.
- Reasonable time – Repair services provided by HP must be provided within a reasonable time.

If you think that you are entitled to any of the above remedies, or any remedy under this HP Worldwide Limited Warranty and Technical Support document, contact HP at the following address:

HP PPS Australia Pty Ltd

Level 5, Building F, Rhodes Corporate Park,

1 Homebush Bay Drive, Rhodes, NSW 2138,
Australia

To initiate a support request, use the numbers below or go to www.hp.com.au and select the “Customer Service” option for the most current list of phone support numbers.

CUSTOMER SERVICE PHONE NUMBERS

Product	Phone
Support for all HP Products except those listed separately below	13 10 47 If dialing internationally: +61 2 8278-1039
DeskJet, Office Jet, PSC, All-in-One, Photosmart & Personal LaserJet Series 1000, P1000, M1000 and Colour LaserJet CP1000 Series and model CM1415	1300 721 147 If dialing internationally: +61 2 8934 4380
HP Pavilion Desktop PC Support & Spare Parts	1300 721 147 If dialing internationally: +61 3 8833 5000
Compaq Presario PC Support & Spare Parts	1300 888 423 If dialing internationally: +61 3 8833 5000
HP MediaSmart Server & HP StorageWorks DataVault	1 800 83 9667

Product	Phone
HP Calculators	1 300 551 664

For further information on consumer rights, go to .

New Zealand

In New Zealand, the hardware and software comes with guarantees that cannot be excluded under the New Zealand consumer law. In New Zealand, Consumer Transaction means a transaction involving a person who is purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business. New Zealand consumers who are purchasing goods for personal, domestic or household use or consumption and not for the purpose of a business ("New Zealand Consumers") are entitled to repair, replacement or refund for a failure and compensation for other reasonably foreseeable loss or damage. A New Zealand Consumer (as defined above) may recover the costs of returning the product to the place of purchase if there is a breach of the New Zealand consumer law; furthermore, if it will be of significant cost to the New Zealand Consumer to return the goods to HP then HP will collect such goods at its own cost.

Singapore

The following HP entity is responsible for the performance of the HP Limited Warranty in your country or region.

HP PPS Singapore (Sales) Pte. Ltd.

1 Depot Close

Singapore 109841

Singapore

Exhibit A - Pricing Page				
Open-End Contract of Printers for WVDOT				
Specifications Reference	Description	Estimated Quantity	Unit Cost	Extended Price Total
3.1.1	HP OfficeJet Pro 9125e All-in-One Printer or equal	100	\$287.54	\$ 28,754.00
3.1.1.3	2 Year Warranty or Better	100	\$45.18	\$ 4,518.00
Grand Total				\$ 33,272.00

*The quantities listed in this pricing page are estimates provided. They do not represent a commitment or guarantee by the vendor to purchase any specific quantity of goods. Actual quantities ordered may vary, higher or lower, based on the agency's needs.



State of West Virginia
Agency Request for Quote
Office Equip.

Proc Folder: 2051109

Doc Description: Open-End Contract of Printers for WVDOT

Reason for Modification:

Proc Type: Agency Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2026-09-10

2026-09-24 10:30

ARFQ 0803 DOT2700000019

1

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 : Software Information Resource Corporation

Address : 730 24th St NW, Suite #3, Washington DC 20037-2500

Street : 730 24th St NW, Suite #3,

City : Washington

State : DC

Country : US

Zip : 20037-2500

Principal Contact : Kevin Arciga

Vendor Contact Phone: 202 536 2800

Extension: 255

FOR INFORMATION CONTACT THE BUYER

Kristine E James
304-558-0408
kristy.e.james@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF PRINTERS FOR INFORMATION TECHNOLOGY DIVISION - PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE A REGISTERED VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 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 OfficeJet Pro 9125E All-in-One Printer or equal	100.00000	EA	\$287.54	\$28,754.00

Comm Code	Manufacturer	Specification	Model #
43212100			

Extended Description:

HP OfficeJet Pro 9125E All-in-One Printer or equal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	2 Year Warranty or Better	100.00000	EA	\$45.18	\$4,518.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:
2 Year Warranty or Better

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due at 10:00am ET	2026-09-16

	Document Phase	Document Description	Page 4
DOT2700000019	Final	Open-End Contract of Printers for WVDOT	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Agency Request for Quote
Office Equip.

Proc Folder: 2051109			Reason for Modification:
Doc Description: Open-End Contract of Printers for WVDOT			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-10	2026-09-24 10:30	ARFQ 0803 DOT2700000019	1

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 : Software Information Resource Corporation

Address : 730 24th St NW, Suite #3, Washington DC 20037-2500

Street : 730 24th St NW, Suite #3,

City : Washington

State : DC **Country :** US **Zip :** 20037-2500

Principal Contact : Kevin Arciga

Vendor Contact Phone: 202 536 2800 **Extension:** 255

FOR INFORMATION CONTACT THE BUYER

Kristine E James
304-558-0408
kristy.e.james@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN OPEN-END CONTRACT OF PRINTERS FOR INFORMATION TECHNOLOGY DIVISION - PER THE ATTACHED DOCUMENTS.

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MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE A REGISTERED VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 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 OfficeJet Pro 9125E All-in-One Printer or equal	100.00000	EA	\$287.54	\$28,754.00

Comm Code	Manufacturer	Specification	Model #
43212100			

Extended Description:

HP OfficeJet Pro 9125E All-in-One Printer or equal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	2 Year Warranty or Better	100.00000	EA	\$45.18	\$4,518.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:
2 Year Warranty or Better

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due at 10:00am ET	2026-09-16

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:

Submit Questions to:

Email:

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS 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 wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the 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:
_____ per occurrence.

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

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

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

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

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

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

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

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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 any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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 hearth, 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.

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

(Company)

Kevin Arciga

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Desktop Printers

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Information Technology Division, to establish an open-end contract for Printers.
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” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“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:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **HP OfficeJet Pro 9125e All -in-One Printer or equal**
 - 3.1.1.1 Shall print a minimum of 35 pages per minute.
 - 3.1.1.2 Shall function with print, copy, scan and fax or better.
 - 3.1.1.3 Shall provide two (2) years total onsite warranty that includes accidental damage protection or better.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a total cost for the Contract Items being requested. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders to WVDOT Information

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Technology Division 1900 Kanawha BLVD E, BLD. 5 RM-720, Charleston WV 25305 within [10] working days after the orders are received.

- 6.2** orders are received. Vendor will deliver emergency orders within 2 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 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. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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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 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.
- 7.2.4 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply 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 offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Exhibit A - Pricing Page				
Open-End Contract of Printers for WVDOT				
Specifications Reference	Description	Estimated Quantity	Unit Cost	Extended Price Total
3.1.1	HP OfficeJet Pro 9125e All-in-One Printer or equal	100	\$287.54	\$ \$28,754.00-
3.1.1.3	2 Year Warranty or Better	100	\$45.18	\$ \$4,518.00 -
Grand Total				\$ \$33,272.00 -

*The quantities listed in this pricing page are estimates provided. They do not represent a commitment or guarantee by the vendor to purchase any specific quantity of goods. Actual quantities ordered may vary, higher or lower, based on the agency's needs.