

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:	1264441		
Solicitation Description:	High Volume Continuous Form Burster		
Proc Type:	Agency Purchase Order		
Solicitation Closes		Solicitation Response	Version
2023-08-15 14:30		SR 0802 ESR0815230000000638	1

VENDOR					
000000211218 INNOVATIVE BUSINES	S SOLUTIONS				
Solicitation Number:	ARFQ 0802 DMV2400000003				
Total Bid:	29894	Response Date:	2023-08-15	Response Time:	13:13:47
Comments:					

FOR INFORMATION CONTACT THE BUYER Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov

Vendor Signature

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	High Volume Co	ntinuous Form Burster	1.00000	EA	29894.000000	29894.00
Comm	Code	Manufacturer		Specifica	ation	Model #
440000	00			•		

**Commodity Line Comments:** The Formax FD-676 is no longer available with the power drop stacker or photo-cell counter options. Normal delivery is 30 working days, however Formax is currently experiencing 40-50 working days for delivery.

# Extended Description:

High Volume Continuous Form Burster



#### State of West Virginia Agency Request for Quote

Proc Folder:	1264441		Reason for Modification:
Doc Description:	High Volume Continuous Fo		
Proc Type:	Agency Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-01	2023-08-15 14:30	ARFQ 0802 DMV240000003	1

BID RECEIVING LOCATION BUDGET & PROCUREMENT DIVISION OF HIGHWAYS BLDG 5, RM A-317 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

# VENDOR

Vendor Customer Code:	0211218				
Vendor Name :	INNOVATIVE BUSINE	ESS SOLUTIO	ONS		
Address :	1224 BRUSHY FORM	<			
Street :					
City :	CAIRO				
State :	WV	Country :		Zip :	26337
Principal Contact :	BRIAN BARTLETT				
Vendor Contact Phone:	304-628-3049		Extension:		

FOR INFORMATION CONTACT THE BUYER Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov	
Vendor Signature X All offers subject to all terms and conditions contai	DATE 8/15/2023

Date Printed: Aug 1, 2023

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FORM ID: WV-PRC-ARFQ-002 2020/05

#### ADDITIONAL INFORMATION

PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP	ТО		
DIVISION OF MOTOR VEHICLES		DIVIS VEHI	ION OF MOTOR CLES		
5707 MACCORKLE AVE. S.E., SUITE 200			EIVING AND DESSING		
			MACCORKLE AVENU SUITE 200	JE,	
CHARLESTON	WV	CHAF	RLESTON	WV	
US		US			
Line Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
1 High Volume Contir	nuous Form Burster	1.00000	EA	\$ 29,894	\$ 29,894
Comm Code	Manufacturer	Speci	fication	Model #	
44000000	FORMAX		es shipping and one on-site maintenance	FD-676	

#### **Extended Description:**

High Volume Continuous Form Burster

SCHEDU	JLE OF EVENTS	
Line	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS	2023-08-08

Date Printed: Aug 1, 2023

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FORM ID: WV-PRC-ARFQ-002 2020/05

	Document Phase	Document Description	Page 3
DMV240000003	Final	High Volume Continuous Form Burster	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

High Volume Continuous Form Burster Exhibit "A" Pricing Page

ltem	Description	Unit of Measure	Unit Price Quantity	Quantity	<b>Extended Price</b>
1	High Volume Continuous Form Burster	EA	\$ 29,894.00	1	\$ 29,894.00
2	1-Year Warranty	Year	Included	1	included
ε	1-year Onsite Maintenance/service	Year	Included	1	included
				Total	h68'624

**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.

resident Sartl (Printed Name and Title) ro LUV 26337 1224 Brushi (Address) 628-2 Ô (Phone Number) / (Fax Number) net net (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.

Business NP nnovat (Company) (Signature of uthorized Representative) Sar Hett r. an (Printed Name and Title of Authorized Representative) 8/15/2023 (Date) <u>304-628-3049</u> (Phone Number) (Fax Number) / 304-628-3051

(Phone Number) (Fax Number Revised 09/12/2022

## **SPECIFICATIONS**

- 1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Motor Vehicles to establish a contract for the one-time purchase of high volume continuous form burster, Formax Model FD-676 or equivalent.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means high volume continuous form burster as more fully described by these specifications.
  - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

### 3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
  - 3.1.1 High Volume Continuous Form Burster, Formax model FD-676, or equivalent.

3.1.1.1	Trim Size: Must be capable of up to 1 inch.
3.1.1.2	Form Size: Must be capable of 2 $\frac{3}{4}$ - 19 W; 2 $\frac{3}{4}$ - 17 L (inches).
3.1.1.3	Speed: must be able to process up to 500 cards per minute.
3.1.1.4	Paper Weight: Must be capable of handling paper weight up to 140 lbs. card stock.
3.1.1.5	Must be capable of bursting forms up to 8 parts.
3.1.1.6	Must be capable of accommodating tractor feed.

3.1.1.7	Must be able to maintain heavy use of up to 200,000 forms per month.
3.1.1.8	Must come with full size cabinet with heavy duty casters to allow machine to be easily moved.
3.1.1.9	Must have Power Drop Stacker. * Not available
3.1.1.10	Must have Photo-Cell Counter (6-digit). #Not available
3.1.1.11	Must include a 1-year warranty.
3.1.1.12	Must include 1-year on-site technical support/maintenance.
AWARD	* No longer available on Formax FD-676

# 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in unit cost and total cost, Exhibit A. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

# 5. PAYMENT:

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

## 6. DELIVERY AND RETURN:

- Normal delivery is 30 days Mccurrently experiencing 40-50 days
- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Division of Motor Vehicles, 5707 MacCorkle Avenue, S.E., Suite 200, Charleston, WV 25304.
- **6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 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.
- 6.5 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.

### 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.