



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

# Request for Quotation

RFQ NUMBER  
**63600063**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN JOHNSTON**  
**304-558-2402**

VENDOR

\*817143205      304-744-7440  
**KOMAX BUSINESS SYSTEMS LLC**  
**500 D STREET**  
  
**SOUTH CHARLESTON WV 25303**

SHIP TO

**DIVISION OF HIGHWAYS**  
**CHIEF OF INFORMATION SYSTEMS**  
**BUILDING 5**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0430      304-558-0408**

DATE PRINTED <b>05/28/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/21/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		205-47		<b>55,773.40</b>
<p><b>WIDE FORMAT PRINTING SYSTEMS</b></p> <p>DELIVERY, INSTALLATION, SET-UP AND ONE YEAR OF MAINTENANCE FOR TWO WIDE FORMAT PRINTING SYSTEMS PER THE ATTACHED SPECIFICATIONS. EQUIPMENT MUST BE INSTALLED AND FULLY FUNCTIONAL WITH 30 DAYS OF RECEIPT OF THE ORDER AT BOTH LOCATIONS SPECIFIED AT 1900 KANAWHA BOULEVARD, EAST, BUILDING 5, CHARLESTON, WV. THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>THE SERVICE PERIOD FOR MAINTENANCE SHALL BE ONE YEAR AND SHALL COMMENCE UPON DIVISION OF HIGHWAYS ACCEPTANCE OF THE EQUIPMENT AND INSTALLATION.          EXHIBIT 3 - MAINTENANCE</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bob Maxwell</i>	TELEPHONE <b>304-744-7440</b>	DATE <b>6/20/06</b>
TITLE <b>GENERAL MANAGER</b>	FEIN <b>55-0767809</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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05/28/2006				

BID OPENING DATE: 06/21/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bob Maxwell</i>	TELEPHONE 304-744-7440	DATE 6/20/06
TITLE GENERAL MANAGER	FEIN 55-0767309	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bob Maxwell</i>	TELEPHONE 304-744-7440	DATE 6/20/06
TITLE GENERAL MANAGER	FEIN 55-0767809	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bob Maxwell</i>	TELEPHONE 304-744-7440	DATE 6/20/06
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<p>PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>KOMAX BUSINESS SYSTEMS</u></p> <p>DATE: <u>6/20/06</u></p> <p>SIGNED: <u>Bol Maxwell</u></p> <p>TITLE: <u>GENERAL MANAGER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <u>Bol Maxwell</u>	TELEPHONE <u>304-744-7440</u>	DATE <u>6/20/06</u>	
TITLE <u>GENERAL MANAGER</u>	FEIN <u>55-0767809</u>	ADDRESS CHANGES TO BE NOTED ABOVE	

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
AN EXACT DUPLICATE MUST BE SUBMITTED TO:  STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230						
BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:  SEALED BID						
BUYER:      33						
RFQ. NO.:      636000063						
BID OPENING DATE AND TIME						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- <b>304-744-7450</b> -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Bob Maxwell</i>	<b>304-744-7440</b>	<b>6/20/06</b>	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<b>GENERAL MANAGER</b>	<b>55-0767809</b>		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- DAVE HUMPHREY (744-7440) -----						
***** THIS IS THE END OF RFQ 636000063 ***** TOTAL:						<u>55,773.40</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ed Maxwell</i>	TELEPHONE 304-744-7440	DATE 6/20/06
TITLE GENERAL MANAGER	FEIN 55-0767809	ADDRESS CHANGES TO BE NOTED ABOVE

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## 1 Description of Needs

The West Virginia Department of Transportation, Division of Highways is releasing this Request for Quotation (RFQ) for the provision, installation, and the first year's maintenance of two new engineering digital printing systems. Equipment will be placed in the central headquarters of DOH at 1900 Kanawha Boulevard, Building 5, Charleston, WV 25305. The equipment will be installed in the print shop located in the basement and in the Engineering Division on the fourth floor.

All items are to be delivered freight prepaid to West Virginia Division of Highways. The Digital Engineering Printing Systems are to be delivered, installed, set-up and fully functional within 30 days after bidder has received the order. One day of operator training is included in installation.

### 1.1 Award

Award shall be based on the lowest bid meeting specs for the Engineering Digital Printing System RFQ. Award shall be to a single vendor. This RFQ includes a one year maintenance, with the option of two consecutive maintenance renewal options. All maintenance costs will be billed in arrears.

Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or other expenses.

### 1.2 Hardware Requirements

Qty	Requirement
2	<p>Wide Format Printing System: XEROX 510; Océ TDS600; Kip 6000; or equal with the following features:</p> <ul style="list-style-type: none"> <li>• Must be a dual footprint system with a separate scanner and printer</li> <li>• Must be capable of printing 36 inch wide monochrome drawings with 256 shades of grayscale</li> <li>• Must have at least three roll capacity of at least 500 feet in 20# bond</li> <li>• Must print at 400 dpi or better</li> <li>• Must be LED printing technology</li> <li>• Must have a rated printing speed of at least 7 "D" sized prints per minute</li> <li>• Must support auto switching of rolls provided the same media is loaded on multiple rolls</li> <li>• Must print on 20# bond paper, translucent paper, vellum, and up to 3.5 - 4 mil mylar</li> <li>• Must accept print submissions of the following formats: HPGL, HPGL2, HPRTL, TIFF 6.0, and Adobe PDF</li> <li>• Must include an Ethernet 10/100 Mbits/sec interface with TCP/IP</li> <li>• Must support printing through Bentley Systems Iplot and Digital Iplot</li> <li>• Must be able to print through Windows</li>   <li>• Must have service life until at least July 1, 2011.</li> <li>• Maintenance plan must include response within four business hours and repair within 24 business hours.</li> <li>• Must have scan to file capabilities</li> <li>• Must have the capability to concurrently scan and print</li> </ul>

	Requirement
	<ul style="list-style-type: none"> <li>• Must have a printer interrupt key</li> <li>• Enlargement/reduction: 25%-400% zoom in 0.1% increments</li> <li>• Must be capable of up to 400 dpi scanning</li> <li>• Must scan at least 3.2 inches per second at 400 dpi</li> <li>• Must scan to TIFF, PDF, and multi-page PDF</li> <li>• Must be capable of distribution of scanned files through the network</li> <li>• Must hold files for reprint</li> <li>• Must be able to create collated sets from scanned images</li> <li>• Must be able to route scanned images to another network printer; for example direct D sized scanned originals to a B sized digital copier</li> <li>• Must have the ability to have full control in the print shop of prints submitted from the network including: place documents on hold; prioritizing print order; print preview copy; change settings such as media size</li> <li>• Must have accounting capability for charge-back on submitted prints</li> <li>• Must have complete queue management from the console and from remote workstations</li> <li>• Standard Manufacturer's warranty should be included.</li> </ul>

## 2 Cost Summary

Purchase price of complete system including installation, training, and one year maintenance plan. There will be two (one) year maintenance renewal options. The vendor will be required to bill all maintenance costs in arrears.

**Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or other expenses.**

<u>55,773.40</u>	Purchase price
<u>\$ 1650</u>	Monthly maintenance base rate
<u>.013</u>	Monthly maintenance per square foot over 50,000

WVDOT currently has a XES ES 8180 DDS and a XES 8830 DDS printing system and would like to trade these systems in, if possible. Provide a pricing alternative for the trade-in option.

<u>55,773.40</u>	Purchase price
<u>2500.00</u>	Trade-In
<u>53,273.40</u>	Adjusted
<u>\$ 1650</u>	Monthly maintenance base rate
<u>.013</u>	Monthly maintenance per square foot over 50,000

**COST SUMMARY**

**CHANGED FROM:**

- \_\_\_\_\_ Purchase price
- \_\_\_\_\_ Monthly maintenance base rate
- \_\_\_\_\_ Monthly maintenance per square foot over 50,000

TO:

\$ 55,773.40 Purchase price (Provide the total Bid for both printing systems.)

\$ 1650 Monthly maintenance base rate (Provide the total Bid for both printing systems. The base rate must include up to 50,000 sq. ft. per month for each printing system.)

.013 Monthly maintenance per square foot over 50,000 (Provide the overage charge to be applied if either printing system exceeds its 50,000 sq. ft. base allowance)

# A F F I D A V I T

## West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

## DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

## EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

## LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

## CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: KOMAX BUSINESS SYSTEMS

Authorized Signature: Bob Maxwell Date: 6/20/06