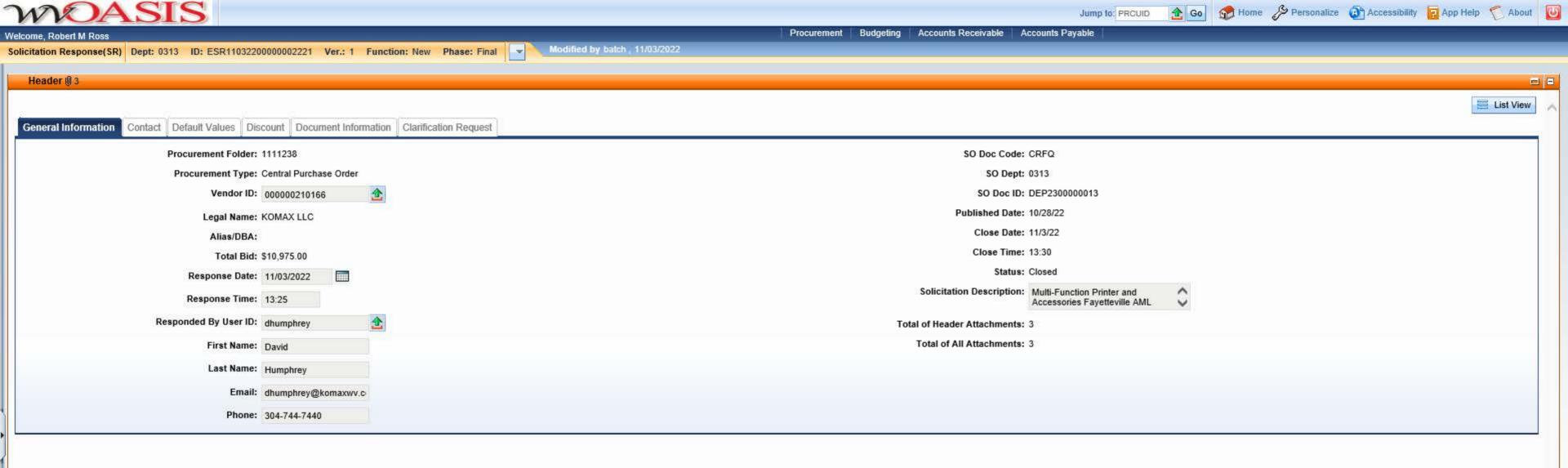
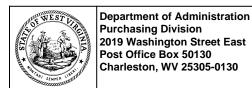


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 1111238

Solicitation Description: Multi-Function Printer and Accessories Fayetteville AML

Proc Type: Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2022-11-03 13:30
 SR 0313 ESR11032200000002221
 1

VENDOR

000000210166 KOMAX LLC

Solicitation Number: CRFQ 0313 DEP2300000013

Total Bid: 10975 **Response Date:** 2022-11-03 **Response Time:** 13:25:40

Comments: Insurance Forms will be provided upon request.

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

Vendor Signature X FEIN#

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

 Date Printed:
 Nov 3, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

DATE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Multifunction Printer, Accessories and	1.00000	EA	10975.000000	10975.00
	Installation				

Comm Code	Manufacturer	Specification	Model #	
43212110				

Commodity Line Comments: See price sheet for all of the pricing requested.

Extended Description:

Multifunction Printer, Accessories, Maintenance and Installation See Specifications and Pricing Page for Detailed Pricing

Date Printed: Nov 3, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

	Exhibit A Pricing Page Multi-Function Printer and Accessories										
Item	QTY	Unit of Measure	Description	Brand Bid if or Equal	Model Bid if or Equal	Unit Price	Extended Cost				
1.0	1	Ea	HP DesignJet T2600 Multifunction Printer or Equal	Canon	TM-305 MFP Z36	10975.00	\$10,975.00				
2.0	1	Ea	Printhead	Inc. in base unit price	PF-06	0.00	\$0.00				
3.0	2	Ea	Matte Black Ink Cartridge		PFI-320 MBK	155.00	\$310.00				
3.1	1	Ea	Cyan Ink Cartridge		PFI-320 C	155.00	\$155.00				
3.2	1	Ea	Magenta Ink Cartridge		PFI-320 M	155.00	\$155.00				
3.3	1	Ea	Yellow Ink Cartridge		PFI-320 Y	155.00	\$155.00				
3.4	1	Ea	Gray Ink Cartridge (if available)	N/A	N/A	0.00	\$0.00				
3.5	1	Ea	Photo Black Ink Cartridge		PFI-320 BK	155.00	\$155.00				
4.0	3	Ea	Coated Paper			50.00	\$150.00				
5.0	12	Мо	Maintenance Servicing	Inc. in base unit price		0.00	\$0.00				
6.0	1	Ea	Delivery, Installation and Setup	Inc. in base unit price		0.00	\$0.00				
				OPTION 2	TOTAL BID AMOUNT WITHOUT TRADE IN		\$12,055.00				
7.0	1	Ea	Trade In Value for 2008 HP DesignJet 4000				\$250.00				
				OPTION 1	TOTAL BID AMOUNT WITH TRADE IN:		\$11,805.00				

Company: Komax LLC	
Address: 500 D St.	
City: South Charleston	

Danklysly





Redefining the Large-Format Printer.

Up to 144 D Prints/Hour LUCIA TD Pigment Ink Scan-to-Copy/File/ Share Solution Available



PRINTER SPECIFICATIONS (see usa.canon.com for full printer specs)

imagePROGRAF TM-305 MFP Z36

Print Head

PF-06

Number of Nozzles

Matte Black: 5,120 Nozzles

Other Colors: 2,560 Nozzles per Color

Droplet Size

5 Picoliter

Ink Type

Pigment: Matte Black (MBK), Cyan (C), Magenta (M), Yellow (Y), Black (BK)

Shipped with Printer: MBK (130 ml), BK, C, M, Y (90 ml) Replacement: PFI-120 (130 ml) or PFI-320 (300 ml)

128 GB (2 GB Physical Memory)

Roll Feed: One Roll, Top-loading, Front Output

Roll Feed: 8"-36" (203 mm - 914 mm) Cut Sheet: 8"-36" (203 mm - 914 mm)

Durable Dual-Blade Rotary Cutter

Media Thickness

 $0.07 - 0.8 \, mm$

Media Core Sizes

2" and 3" Core (Adapters Included)

Maximum Roll Outer Diameter

5.9" (150 mm)

Media Output

Flat Stacking Basket (Standard)

Printing Software Utilities

Accounting Manager, Canon Print Service, Device Management Console, Direct Print Plus, Free Layout Plus, imagePROGRAF Printer Driver for Windows®/Mac® Media Configuration Tool, PosterArtist Lite for Windows, Canon PRINT Inkjet Selphy, Easy-Photo PrintEditor, Optimized Driver for AutoCAD®

Operating System

Windows 7 (32/64-bit), Windows 8.1 (32/64-bit), Windows 10 (32/64-bit), Windows Server 2008 R2, (32/64-bit), Windows Server 2012 (64-bit), Windows Server 2012 R2 (64-bit), Windows Server 2016 (64-bit), Macintosh OS X v10.10.5-v10.12x

Printer: SGRaster, HP-GL/2, HP RTL, JPEG

Standard (Built-in): USB 2.0 Hi-Speed, 10/100/ 1000Base-T/TX, Wireless LAN (IEEE 802.11 b/g/n)*, Direct USB Thumb Drive

Power Supply

AC 100 - 240V (50 - 60 Hz)

Power Consumption

Maximum: 69 W or Less Standby: 3.6 W or Less

Power Off: 0.3 W or Less (Executive Order Compliant)

Environmental Certifications ENERGY STAR® (Worldwide)

Operational Environment

Temperature: 59° - 86° F (15° - 30° C)

Relative Humidity: 10 - 80% (Non Condensation)

Printer Dimensions (H x W x D) and Weight

(With Basket Opened)

42" x 51" x 35" Approx. 134 lb.

Package Dimensions (H x W x D) and Weight

(With Stand, Basket, and Pallet)

38" x 58" x 36" Approx. 231 lb.

2"/3" Roll Holder Set (RH2-35)

PosterArtist

User-Replaceable Items

Ink Tank (PFI-120/PFI-320)Print Head (PF-06)

Maintenance Cartridge (MC-31)

Cutter Blade (CT-08)

What's In The Box

Printer, Basket, Stand, 2"/3" Core Media Spool (Adapters Included), Power Cord, Tools and Screws, Print Head, Maintenance Cartridge (Installed), 5 Ink Tanks (130 ml: MBK, 90 ml: BK/C/M/Y), Sample Heavyweight Coated Paper (A2/2 Sheets), Ethernet Card (built-in), USB 2.0 High-speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Software CD for Windows (Printer Driver Utilities), PosterArtist Lite CD, User Registration Card

Z36 SCANNER

Scan Speed

• 24-bit Color @ 200 dpi: 3" (Per Second)

• 8-bit Grayscale and Monochrome @ 200 dpi 13" (Per Second)

Scan Modes

• 16.7 Million Color RGB (24-bit)

256-level Grayscale (8-bit)

Black and White (1-bit)

Color Space

sRGB

Maximum Resolution

1200 dpi (Optical)

Scan Accuracy

+/- 0.1%: +/- 1 pixel

Maximum Scan Width

Maximum Media Width

Maximum Scan Length

164' (PDF); 315" (JPEG); 598" (TIFF)

Maximum Media Thickness 0.003" - 0.04" (0.07 mm - 1.0 mm)

Digital Imaging Technology

Contact Image Sensor (CIS) Technology (SingleSensor Assembly)

- 24-bit RGB digital color image capture
- 16-bit grayscale image capture
- Panchromatic monochrome and black and white
- · Bi-directional extra long-life LED light system for optimum object illumination and instant-on scanning capability

Included Software

SmartWorks MFP Scan-to-Copy/File/Email with Real-time Image Viewer; supports TIFF, JPEG, TIFF G4, and PDF

Windows 10 LTSC

Scanner Interface Kit

Superspeed USB 3.0 (PC Connector Compatible with USB 2.0 and USB 3.0 sockets)

Operating Environment

10° C - 35° C, 35 - 80% RH, Non-condensing

External Power Supply

100 - 240 VAC Autosensing +/- 10%, 50 - 60 Hz

Scanner Power Consumption

Sleep/Idle: 0.2 W/12.4 W

Scanning Color/Grayscale @ 200 dpi: 22.7 W/23.3 W

Compliance

ENERGY STAR®, CB (62368-1), CE, FCC (EMC), Cul/UL, CCC, NOM-019, EAC, C-TICK, VCCI, BIS, EMC +LOÁ, UL AR, WEEE, REACH, RoHS, EU-Tier 3 of Lot 6

Scanner Dimensions (H x W x D)

7" x 42" x 10"

Scanner Weight

17.3 lb. (Approx.)

What's In The Box?

- Z36 Scanner with Power Cord, USB 3.0 Cable (2 meter)
- 15.6" System Controller
- 3:1 Trident Power Cord
- Power Supply
 Mount for Printer and System Controller
- 2 Paper Edge Guides
- Document Return Guides
- Calibration Target
 Assembly and Startup Guide
- Wireless printing requires a working network with wireless 802.11b/g or 802.11n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients.
- The scan rate is proportional across the full range of resolutions supported by the scanner. Actual scan times will depend on the host system performance.
 Quoted top speeds may be limited by the effective bandwidth of the USB 2 and is not guaranteed for all media types.
- The quoted scan accuracy may vary depending on the operating environment and the thickness of the media

Note: The imagePROGRAF TM Series MFP Z36 systems contain multiple components, some of which are manufactured by third parties. To the extent that such third-party offerings come with limited warranties, such limited warranties are hereby passed to the purchaser, and Canon shall have no obligation or any liability with respect to such third-party offerings.



usa.canon.com/imagePROGRAF













As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified this model as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. Canon and imagePROGRAF are registered trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. All other referenced product names and marks are trademarks of their respective owners. All printer output and screen images are simulated. Specifications and availability subject to change without notice. Not responsible for typographical errors. ©2022 Canon U.S.A., Inc. All rights reserved



Vendor

Signature X

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

State of West Virginia Centralized Request for Quote Office Equip.

Proc Folder:	1111238				Reason for Modification:
Doc Description:	Multi-Function Printer and A	Addendum #1 issued to publish agency responses to all vendor submitted questions and extend bid due date.			
Proc Type:	Central Purchase Order				
Date Issued	Solicitation Closes	Solicitation No			Version
2022-10-28	2022-11-03 13:30	CRFQ 0313	DEP230000013		2
BID RECEIVING LO	OCATION				
BID CLERK DEPARTMENT OF PURCHASING DIV 2019 WASHINGTO CHARLESTON US					
VENDOR					
Vendor Customer	Code:				
Vendor Name :					
Address :					
Street :					
City:					
State :		Country:		Zip:	
Principal Contact	:				
Vendor Contact P	hone:	I	Extension:		
FOR INFORMATIO Joseph E Hager III (304) 558-2306 joseph.e.hageriii@v	N CONTACT THE BUYER				

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

 Date Printed:
 Oct 28, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

DATE

FEIN#

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection Office of Abandoned Mine Lands and Reclamation to establish a contract for the one-time purchase of one Multifunction Printer and Accessories to include installation and delivery with maintenance and support per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION		STATE OF WEST VIRGINIA	
DIV OF MINING & RECLAMATION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
601 57TH STSE			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Multifunction Printer, Accessories and Installation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43212110				

Extended Description:

Multifunction Printer, Accessories, Maintenance and Installation See Specifications and Pricing Page for Detailed Pricing

SCHEDULE OF EVENTS

<u>Line</u> <u>Event Date</u>

SOLICITATION NUMBER: CRFQ 0313 DEP2300000013 Addendum Number: No.01

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

Applicable Addendum Category:

/	/]	Modify bid opening date and time
[l	Modify specifications of product or service being sought
[•	/]	Attachment of vendor questions and responses
[l	Attachment of pre-bid sign-in sheet
[]	Correction of error
[1	Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

- 1. To publish agency responses to all vendor submitted questions
- 2. To extend bid due date until 11/03/2022

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

Terms and Conditions:

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

ATTACHMENT A

- RFI: Questions from vendors for CRFQ DEP 23*13 Multi-Functional Printer
- Q.1. T2600 comes with Warranty and service for 1 year. Do you want additional cleaning?
- A. Please provide costs including cleaning for a period of 5 years from the date of purchase.
- Q.2. Cartridges do you want 300ml or 130 ml?
- A. Please provide costs including 300ml cartridges.
- Q.3. Paper do you want 20lb or 24lb?
- A. Please provide costs including 24lb paper.
- **Q.4.** Are you wanting a service quote for 5 years or a maintenance quote for 5 years they are two different things; maintenance is cleaning and service is parts and labor? One is done by hp and the other is done by the vendor.
- A. Please provide costs including a Full Maintenance Agreement to cover parts, labor and travel for a period of 5 years from the date of purchase.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DEP23*13

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

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

		Numbers Received: ox next to each addendum recei	vec	1)	
(Check th	C 00	A liext to each addendam recei	VCC	1)	
]]	Addendum No. 1	[]	Addendum No. 6
]]	Addendum No. 2	[]	Addendum No. 7
]]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10
further un discussion	ders hel	tand that any verbal represental d between Vendor's representation	atio ativ	n ma	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
					Company
					Authorized Signature
					Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



Signature X

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

State of West Virginia Centralized Request for Quote Office Equip.

Tomas P				
Proc Folder:	1111238			Reason for Modification:
Doc Description:	Multi-Function Printer and A	ccessories Fayetteville AML		
Proc Type:	Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No		Version
2022-10-17	2022-11-01 13:30	CRFQ 0313 DEP2300000013		1
BID RECEIVING LO	OCATION			
BID CLERK				
	ADMINISTRATION			
PURCHASING DIV	ISION			
2019 WASHINGTO	N ST E			
CHARLESTON	WV 25305			
US				
VENDOR				
Vendor Customer	Code:			
Vendor Name :				
Address :				
Street :				
City:				
State :		Country:	Zip :	
Principal Contact	:			
Vendor Contact P	hone:	Extension:		
FOR INFORMATIO Joseph E Hager III (304) 558-2306 joseph.e.hageriii@v	N CONTACT THE BUYER			
Vendor				

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

 Date Printed:
 Oct 17, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

DATE

FEIN#

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection Office of Abandoned Mine Lands and Reclamation to establish a contract for the one-time purchase of one Multifunction Printer and Accessories to include installation and delivery with maintenance and support per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION		STATE OF WEST VIRGINIA	
DIV OF MINING & RECLAMATION		VARIOUS LOCATIONS AS INDICATED BY ORDER	
601 57TH STSE			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Multifunction Printer, Accessories and Installation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43212110			

Extended Description:

Multifunction Printer, Accessories, Maintenance and Installation See Specifications and Pricing Page for Detailed Pricing

SCHEDULE OF EVENTS

<u>Line</u> <u>Event</u> <u>Event Date</u>

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 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.

3. 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.

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.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. 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: 10/21/2022 @ 4:00 PM ET

Submit Questions to: Josh Hager 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email: Joseph.E.HagerIII@wv.gov

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2300000013

BID OPENING DATE: See next page BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 11/01/2022 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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.
- **9. 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.

10. 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 W. Va. 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.

- **11. 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.
- **12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- **13. 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.
- **14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- **15. 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- **15A. 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, 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- **16. 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.
- **17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- **18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed 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 are 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 remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- **19. 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."
- **20. 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."
- **21. 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.

- **22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- **23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.
- **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.

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

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.

	m acceptable to the State. The request may be prior to or after contract award at the State's e discretion.
V	Installation/Maintenance shall be done by Manufacturer Certified/Authorized Personnel. Documentation of certification shall be provided upon request.

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 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 that insurance requirement is listed in this section.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
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
currence.
Aircraft Liability in an amount of: per occurrence.

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. 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.
- **11. 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	•
Liquidate	ted Damages Contained in the Specifications.	
Liquidate	ted Damages Are Not Included in this Contract.	

- **12. 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.
- **13. 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.
- **14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.
- **15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and 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.)
- **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. 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.

- **18. 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.
- **19. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director 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.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- **21. 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.
- **22. 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.
 - **SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- **23. 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.
- **24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

- **25. 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.
- **26. 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.
- **27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- **28. 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.
- **29. 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.
- **30. 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 http://www.state.wv.us/admin/purchase/privacy/default.html.
- **31. 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.

Revised 09/12/2022

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- **33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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.
- **34. 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.
- **35. 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.

- **36. 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.
- **37. 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, neither the Vendor nor any related party owe a debt as defined above, and neither the 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.
- **38. 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.
- **39. 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.
- **40. 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.

- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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.

42. 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.

- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- **44. 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.
- **45. 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) David Humphrey - Specialty Products & Government Manager
(Address) 500 D St. South Charleston, WV 25303
(*2552*55)
(Phone Number) / (Fax Number) <u>304-744-7440 / 304-744-7450</u>
(Filotic Number) / (Pax Number) 304 744 74407
(11 11) Illumination Olimpian
(email address) dhumphrey@komaxwv.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Komax LLC	
(Company)	
La Aughrey	
(Signature of Authorized Representative)	
David Humphrey - Specialty Products & Government Manager	
(Printed Name and Title of Authorized Representative) (Date)	
304-744-7440 / 304-744-7450	
(Phone Number) (Fax Number)	
dhumphrey@komaxwv.com	

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

Addendum Numbers Received: (Check the box next to each addendum r	received)
	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10 The cecipt of addenda may be cause for rejection of this bid assertation made or assumed to be made during any oral
discussion held between Vendor's repres	esentation made or assumed to be made during any oral sentatives and any state personnel is not binding. Only ded to the specifications by an official addendum is
Komax LLC	
Company	
Daw Huff Ly	
Authorized Signature	
11/3/2022	
Date	
NOTE TI' 11 1 1 1 1	

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection Office of Abandoned Mine Lands and Reclamation to establish a contract for the one-time purchase of one Multifunction Printer and Accessories to include installation and delivery with maintenance and support.
- **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 the list of items identified in Section 3 below and on the Pricing Pages.
 - **2.2 "Pricing Page"** means the pages, contained in wvOASIS, or attached as Option 1 and Option 2, 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.
 - 2.4 "DPI" means Dots Per Inch.
 - **2.5 "Remanufactured"** means to make a system or subsystem that meets the standards of one newly manufactured by disassembling a used one, cleaning, inspecting, replacing worn and defective parts, and reassembling.
- 3. GENERAL REQUIREMENTS:
- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Hewlett Packard 2008 DesignJet 4000 (Trade-In)
 - **3.1.1.1** Vendor shall provide a trade in value for the current Hewlett Packard DesignJet 4000, model number Q1273A and serial number SG877Q900V. Plotter is to be picked up by vendor at WV Department of Environmental Protection 1159 Nick Rahall Greenway Fayetteville, WV 25840.
 - **3.1.1.2** The trade in value listed on the pricing page will be reviewed and a determination will be made to accept or reject the trade in offer. In the case that the trade in value is denied, an award will be made

to the responsible vendor with the lowest cost excluding the trade in value.

3.2.1 Contract Item #1 – HP DesignJet T2600 Multifunction Printer Or Equal

- **3.2.1.1** Multifunction Printer must have a print resolution of up to 2400 x 1200 optimized dpi.
- **3.2.1.2** Multifunction Printer must scan up to 3 inches per second (color 200 dpi) and scan up to 10 inches per second (grayscale 200 dpi).
- **3.2.1.3** Multifunction Printer must have a scan resolution of up to 600 dpi.
- **3.2.1.4** Multifunction Printer must copy up to 6 inches per second (color 200 dpi) and copy up to 10 inches per second (grayscale 200 dpi).
- **3.2.1.5** Multifunction Printer must have a scan format of JPEG, TIFF, and multipage TIFF, PDF, and multipage PDF.
- **3.2.1.6** Multifunction Printer must have scan destinations of USB, shared network folder, printer HDD and email.
- **3.2.1.7** Multifunction Printer must have a paper roll size from 11 to 36 inches.
- **3.2.1.8** Multifunction Printer must have a sheet size of 8.3 x 11 inches to 36 x 48 inches.
- **3.2.1.9** Multifunction Printer must have interfaces of Gigabit Ethernet (1000Base-T), Wi-Fi (with optional Jetdirect accessory), supporting the following standards: TCP/IP, BOOTP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP Printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS) and DFS.
- **3.2.1.10** Multifunction Printer must have the following print languages: PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG and CALS G4. Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG and CALS G4.
- **3.2.1.11** Product must include all licenses need for printer and scanner functionality.
- **3.2.1.12** Item must be new. Remanufactured is not acceptable.

3.3.1 Contract Item #2 - Printhead

3.3.1.1 Printhead must include the following cartridge colors: Matte Black, Photo Black, Cyan, Magenta and Yellow. Gray is preferred, but is not mandatory.

3.4.1 Contract Item #3 - Ink Cartridges

- **3.4.1.1** Ink Cartridges should be 300 mL and must include the following colors: Matte Black, Photo Black, Cyan, Magenta and Yellow. Gray is preferred, but is not mandatory. Ink Cartridges do not have to be water resistant.
- **3.4.1.2** Ink Cartridges must be new. Remanufactured is not acceptable.

3.5.1 Contract Item #4 – Coated Paper

3.5.1.1 Coated Paper must be PEFC certified and recyclable with the dimensions of 36 inches x 300 feet.

3.6.1 Contract Item #5 – Preventative Maintenance Servicing and Warranty

- **3.6.1.1** Preventative Maintenance Servicing shall include inspection of the equipment, cleaning, firmware updates, remote support, onsite hardware support, travel to office location listed in section 3.6.1.3, labor performed, and replacement parts and materials.
- **3.6.1.2** Preventative Maintenance Servicing shall be for a period of five years from the date of purchase.
- **3.6.1.3** Preventative Maintenance Servicing shall be conducted onsite at 1159 Nick Rahall Greenway Fayetteville, WV 25840 once every six (6) months as well as remote support available from 8:00am to 4:00pm Monday through Friday.
- **3.6.1.4** Preventative Maintenance Servicing shall be performed by certified factory authorized personnel. Documentation of certification must be provided with the bid documents or prior to the contract award.
- **3.6.1.5** Vendor is required to include a one-year manufacturer's warranty for equipment purchased under this contract. Warranty coverage shall include repair parts and labor for all equipment.

3.7.1 Contract Item #6 – Delivery, Installation, Setup and Training

- **3.7.1.1** Equipment shall be delivered to WV Department of Environmental Protection Office of Abandoned Mine Lands Fayetteville office care of Chris Matkins. The physical address is 1159 Nick Rahall Greenway, Fayetteville, WV 25840.
- **3.7.1.2** Equipment shall be installed and configured per the manufacturer's guidelines.
- **3.7.1.3** Hardware and software shall be installed by certified factory authorized personnel with proper safeguarding measures. Documentation of certification shall be provided with the bid documents or prior to the contract award.
- **3.7.1.4** Set up shall include training of up to 5 office staff members at the time of installation. Training shall include use of product and accessories.
- **3.7.1.5** Vendor shall provide all necessary software, drivers, hardware and cables required between the system components and power supply and surge protector to connect to existing electrical outlets and patch cables to connect to existing network jacks.

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 pages:** Vendor should complete the Pricing Pages by bidding on the price per each commodity. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. **There will be two (2) separate pricing options. Both options shall be completed by the vendor. Option 1** is the cost of the New Multifunction Printer and Accessories minus the trade in value of the Old Multifunction Printer. **Option 2** is the cost of the New Multifunction Printer and Accessories only.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. If responding with a paper bid, vendors should download and/or print the assembled CRFQ

document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within Fourteen working days after receiving a purchase order or notice to proceed. Vendor shall provide adequate employees and equipment required to deliver and setup the multifunction printer and accessories. There is one step located at the entrance of the building that will need to be considered when delivering the equipment. Contract Items must be delivered to WV Department of Environmental Protection at 1159 Nick Rahall Greenway Fayetteville, WV 25840 care of Chris Matkins.
- **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.

Exhibit A Pricing Page Multi-Function Printer and Accessories									
Item	QTY	Unit of Measure	Description	Brand Bid if or Equal	Model Bid if or Equal	Unit Price	Extended Cost		
1.0	1	Ea	HP DesignJet T2600 Multifunction Printer or Equal				\$0.00		
2.0	1	Ea	Printhead				\$0.00		
3.0	2	Ea	Matte Black Ink Cartridge				\$0.00		
3.1	1	Ea	Cyan Ink Cartridge				\$0.00		
3.2	1	Ea	Magenta Ink Cartridge				\$0.00		
3.3	1	Ea	Yellow Ink Cartridge				\$0.00		
3.4	1	Ea	Gray Ink Cartridge (if available)				\$0.00		
3.5	1	Ea	Photo Black Ink Cartridge				\$0.00		
4.0	3	Ea	Coated Paper				\$0.00		
5.0	12	Мо	Maintenance Servicing				\$0.00		
6.0	1	Ea	Delivery, Installation and Setup				\$0.00		
				OPTION 2	TOTAL BID AMOUNT WITHOUT TRADE IN		\$0.00		
7.0	1	Ea	Trade In Value for 2008 HP DesignJet 4000				\$0.00		
				OPTION 1	TOTAL BID AMOUNT WITH TRADE IN:		\$0.00		

Company:		
Address:		
City:		
54-4		
State:		