



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

State of West Virginia Master Agreement

Order Date: 02-11-2022

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 DIGCOP22 1	Procurement Folder:	967276
Document Name:	DIGCOP22	Reason for Modification:	AWARD OF CRFQ 0212 SWC2200000008
Document Description:	Statewide Contract - DIGITAL COPIERS & ACCESSORIES		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-02-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-02-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000210166	Requestor Name:	Mark A Atkins		
KOMAX LLC		Requestor Phone:	(304) 558-2307		
500 D ST		Requestor Email:	mark.a.atkins@wv.gov		
SOUTH CHARLESTON	WV	<div style="font-size: 2em; font-weight: bold;">22</div> <div style="font-size: 1.2em; font-weight: bold;">FILE LOCATION _____</div> <div style="font-size: 1.5em; color: red; font-weight: bold;">2 CFR 200 Compliant</div>			
US	25303				
Vendor Contact Phone:	304-744-7440	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

Purchasing Division's File Copy

Total Order Amount:	Open End
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ENTERED

MA 02/11/2022

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tara Hylle 2/14/2022</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John S. Gray 2/15/2022</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>2/16/2022</i>
ELECTRONIC SIGNATURE ON FILE

2/15/2022

Extended Description:

STATEWIDE CONTRACT: CMA 0212 DIGCOP22 DIGITAL COPIERS and ACCESSORIES

The vendor, Komax LLC, agrees to enter into a Statewide Contract for Digital Copiers and Accessories on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC2200000008), Addendum #1 (dated 01/07/2022), and the vendor's bid dated 01/18/2022, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide Digital Copiers and Accessories, as listed in the Exhibit_A Pricing Pages (see attached).

The Vendor shall not provide any Copiers or Accessories not included in the Exhibit_A Pricing Pages under this contract.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44101501			LS	0.000000
	Service From	Service To			

Commodity Line Description: Digital Copiers & Accessories (Purchased)

Extended Description:

PURCHASED: Digital Copiers & Accessories.

Note: See attached Exhibit_A Pricing Pages for Contract Pricing.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	44101501			MO	0.000000
	Service From	Service To			

Commodity Line Description: Digital Copiers & Accessories (Leased)

Extended Description:

LEASED: Digital Copiers & Accessories

Note: See attached Exhibit_A Pricing Pages for Contract Pricing.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	44101501				0.000000
	Service From	Service To			

Commodity Line Description: Per Click Charge (Inc. Maintenance & Consumables)

Extended Description:

Per Click Charge - MONOCHROME & COLOR (Includes Maintenance and Consumables)

Note: See attached Exhibit_A Pricing Pages for Contract Pricing.

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.

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

Term Contract

Initial Contract Term: This Contract becomes effective on February 15, 2022 and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

Other: See attached _____
Revised 07/01/2021

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

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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.

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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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: \$250,000.00 per occurrence.

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

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

Cyber Liability Insurance in an amount of: \$3,000,000.00 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

State of West Virginia must be listed as Additional Insured on the Insurance Certificate. Certificate Holder should read as follows:

State of WV
2019 Washington Street, East
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 _____.

Liquidated Damages Contained in the Specifications.

Liquidated 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.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

David Humphrey
(Name, Title)
David Humphrey Gov. Manager
(Printed Name and Title)
500 D St. So. Charleston WV 25303
(Address)
304-744-7440 - 304-744-7450
(Phone Number) / (Fax Number)
dhumphrey@komaxwv.com
(email address)

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

Komax, LLC
(Company)
David Humphrey Gov. Manager
(Authorized Signature) (Representative Name, Title)
David Humphrey Gov. Manager
(Printed Name and Title of Authorized Representative)
1-17-22
(Date)
304-744-7440 - 304-744-7450
(Phone Number) (Fax Number)

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: 

Printed Name: Mark Atkins

Title: Senior Buyer

Date: 1-26-2022

Vendor Name:

By: 

Printed Name: David Humphrey

Title: GOVERNMENT SALES MANAGER

Date: 1-17-22

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider’s sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: West Virginia Purchasing Division

Name of Vendor: KOMAX, LLC

Signature: 

Signature: 

Title: Senior Buyer

Title: GOVERNMENT SALES MANAGER

Date: 1-26-2022

Date: 1-18-2022

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Komax LLc

Name of Agency: West Virginia Purchasing Division

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No
5. Provide name and email address for the Department privacy officer:
Name: _____
Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:
Name: Shawn Wilson
Email address: swilson@komaxwv.com
Phone Number: 304-744-7140

REQUEST FOR QUOTATION
CRFQ 0212 SWC2200000008
(DIGCOP22)
Digital Copiers

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids for an Open-End, Statewide Contract for Digital Copiers and Accessories. The Contract may be utilized by all West Virginia State agencies and Political Subdivisions within the State's 55 counties.

The previous contract was previously bid under CRFQ 0212 SWC1700000015 and opened on 7/21/2017. All bids received may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2018/BO20170721.html>

The current contract was awarded as CMA 0212 SWC0000000019 (DIGCOP17A) and may be viewed on the Purchasing Division's website at:

<http://www.state.wv.us/admin/purchase/swc/DIGCOP.htm>

Note: The previous yearly spend totals for the SWC0000000019 (DIGCOP17A) contract as reported by the current vendor may be viewed in **Exhibit_B Usuage Report:**

These spend totals are for new copiers and maintenance services combined. This exhibit is intended for informational use only. The State does not have an individual breakdown of spend totals or the current number of copiers and historical copy volumes for any bands. The State does not intend to imply or guarantee the spending amounts for the future contract resulting from this RFQ in any manner.

- 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 "Accessory"** means any compatible item that is added to the copier bid in each band to enhance its capabilities and functions. Must integrate with the copier unit and not be a stand alone unit.
 - 2.2 "Authorized Dealer/Distributor"** means a manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
 - 2.3 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

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- 2.4 “Copier” means an Multi-Function Printer (MFP) or Mult-function Device (MFD)” configured to incorporate the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other for all bands both Monochrome and Color.
- 2.5 “CPM” means copies per minute.
- 2.6 “DSDF” means Dual Scan Document Feeder that scans both sides of a document simultaneously in a single pass.
- 2.7 “Manufacturer” means a company that, as it primary business function, designs, assembles, and owns the trademark/patent and markets a Product.
- 2.8 “MSRP” means Manufacturer Suggested Retail Price”
- 2.9 “OEM” means original Equipment Manufacturer.
- 2.10 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.11 “RFQ” means the official RFQ published by the Purchasing Division and identified as CRFQ 0212 SWC2200000008 (DIGCOP22).

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements shown below.

MONOCHROME COPIERS (Bands 1-7)

3.1.1 BAND 1 – MONOCHROME COPIER

- 3.1.1.1 Band 1 must have the following minimum specifications:

- a. Manufacturer copy volume 5,000 per month
- b. Copy speed: Minimum 15

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Digital Copiers

- c. 250 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder
- f. Minimum 8 1/2" x 11" capacity paper tray
- g. Network Printing and Scanning

3.1.2 BAND 2 – MONOCHROME COPIER

3.1.2.1 Band 2 must have the following minimum specifications:

- a. Manufacturer copy volume 15,000 per month
- b. Copy speed: Minimum 20
- c. 1000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting
- h. Network Printing and Scanning

3.1.3 BAND 3 – MONOCHROME COPIER

3.1.3.1 Band 3 must have the following minimum specifications:

- a. Manufacturer copy volume 30,000 per month
- b. Copy speed: Minimum 30
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting
- h. Network Printing and Scanning

3.1.4 BAND 4 – MONOCHROME COPIER

3.1.4.1 Band 4 must have the following minimum specifications:

- a. Manufacturer copy volume 45,000 month
- b. Copy speed: Minimum 40

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Digital Copiers

- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.5 BAND 5 – MONOCHROME COPIER

3.1.5.1 Band 5 must have the following minimum specifications:

- a. Manufacturer copy volume 65,000 month
- b. Copy speed: Minimum 50
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.6 BAND 6 – MONOCHROME COPIER

3.1.6.1 Band 6 must have the following minimum specifications:

- a. Manufacturer copy volume 80,000 month
- b. Copy speed: Minimum 60
- c. 2,000 sheet paper capacity
- d. 4 paper sources
 - 1.) 3 paper sources are acceptable if the paper capacity is met without using a bypass tray.
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

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Digital Copiers

3.1.7 BAND 7 – MONOCHROME COPIER

3.1.7.1 Band 7 must have the following minimum specifications:

- a. Manufacturer copy volume 150,000 month
- b. Copy speed: Minimum 70, Maximum 89 cpm
- c. 2,000 sheet paper capacity
- d. 4 paper sources
 - 1.) 3 paper sources are acceptable if the paper capacity is met without using a bypass tray.
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

COLOR COPIERS (Bands 1-7)

3.1.8 BAND 1 – COLOR COPIER

3.1.8.1 Band 1 must have the following minimum specifications:

- a. Manufacturer copy volume 5,000 month
- b. Copy speed: Minimum 15
- c. 250 sheet paper capacity
- d. Bypass tray
- e. Auto document feeder
- f. Minimum 8 1/2" x 11" capacity paper tray
- g. Network Printing and Scanning

3.1.9 BAND 2 – COLOR COPIER

3.1.9.1 Band 2 must have the following minimum specifications:

- a. Manufacturer copy volume 20,000 month
- b. Copy speed: Minimum 20
- c. 1000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing

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- f. Auto document feeder
- g. Electronic sorting
- h. Network Printing and Scanning

3.1.10 BAND 3 – COLOR COPIER

3.1.10.1 Band 3 must have the following minimum specifications:

- a. Manufacturer copy volume 30,000 month
- b. Copy speed: Minimum 30
- c. 1,000 sheet paper capacity
- d. 2 paper sources
- e. Auto duplexing
- f. Auto document feeder
- g. Electronic sorting
- h. Network Printing and Scanning

3.1.11 BAND 4 – COLOR COPIER

3.1.11.1 Band 4 must have the following minimum specifications:

- a. Manufacturer copy volume 40,000 month
- b. Copy speed: Minimum 40
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.12 BAND 5 – COLOR COPIER

3.1.12.1 Band 5 must have the following minimum specifications:

- a. Manufacturer copy volume 60,000 month
- b. Copy speed: Minimum 50
- c. 1,500 sheet paper capacity
- d. 3 paper sources
- e. Auto duplexing
- f. Electronic sorting

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- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.13 BAND 6 – COLOR COPIER

3.1.13.1 Band 6 must have the following minimum specifications:

- a. Manufacturer copy volume 75,000 month
- b. Copy speed: Minimum 60
- c. 2,000 sheet paper capacity
- d. 4 paper sources
 - 1). 3 paper sources are acceptable if the paper capacity is met without using a bypass tray.
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.14 BAND 7 – COLOR COPIER

3.1.14.1 Band 7 must have the following minimum specifications:

- a. Manufacturer copy volume 125,000 month
- b. Copy speed: Minimum 70, Maximum 89 cpm
- c. 2,000 sheet paper capacity
- d. 4 paper sources
 - 1). 3 paper sources are acceptable if the paper capacity is met without using a bypass tray.
- e. Auto duplexing
- f. Electronic sorting
- g. Dual Scan automatic document feeder
- h. Network Printing and Scanning

3.1.15 PROHIBITION OF 90 COPIES PER MINUTE: Vendor shall not include in its bid any copier that produces copies at a rate of 90 copies per minute or more. If Vendor does bid a copier that produces copies at 90 copies per minute or more, that copier will be rejected and Vendor's bid will be evaluated as if Vendor failed to bid a copier for that band.

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3.1.16 OPTIONAL CLOUD PRINTING SOFTWARE:

3.1.16.1 For agencies requiring cloud printing, the Vendor must provide the software and any necessary accessories to make its cloud printing solution fully functional with the copiers it is providing as part of this contract.

3.1.16.1.1 For purposes of this contract, the State defines 'cloud printing' as the ability print from any copier connected to the network that requires users to retrieve jobs using a log-in, via swope card, to pull the prints from the cloude queue. The required storage device, on-premisis or in the cloud, that allows for prints to be held in queue from all users on the network and that can be accessed via log-in Users would send print jobs via, PCs, Laptops, and Tablets to the copier purchased.

3.1.16.2 The software must allow for 'print release', whereby the print job does not occur until the end user has entered credentials at the copier or authorized the print release in some manner.

3.1.16.3 Vendor's print release solution must allow for print release via a close proximity 'swipe card', in which the end user can scan a badge in lieu of entering credentials manually.

3.1.16.4 Vendor must provide on-going software maintenance and support including patches and upgrades.

3.1.16.5 If the printing solution is to be stored in the cloud as opposed to the agencies local server, the vendor must agree to the **Exhibit_C** WV Cloud-SaaS Procurement Addendum. (see attached).

3.1.16.6 An enterprise solution has not previously existed on any of the State's current copiers. This will be a new offering to the end users and all badges/swipe cards purchased under this contract shall be consistent with the bidders machine offerings.

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3.1.17 ADDITIONAL CONTRACT ITEM REQUIREMENTS:

3.1.17.1 Copier Requirements: All copiers provided under this contract must:

- A. Be digital equipment. Analog models will not be accepted.
- B. Must be toner based. No Inkjet toner is permitted.
- C. Be capable of reproducing general office correspondence, reports, and bound documents.
- D. Be able to reproduce quality copies from any of the following types of original documents while operating in an automated exposure mode: laser printed originals, multi-generation copies of copies, faxed documents, standard black graphite #2 pencils, red pen & pencil, blue ball point pen, NCR forms (blue or black print on white or colored paper stocks), photographs (color or B&W), solid lines and grids, solids, and graduated gray-scale tones.
- E. Be capable of automatically selecting the proper paper size in respect to the original being copied.
- F. Have the ability to be set for reduction and enlargement in 1% increments.
- G. Be in production and available for sale at time of submitted quote.
- H. Be Energy Star Compliant and be installed with energy saving features enabled.
- I. Be compliant with any Federal or State laws at the time of installation.

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J. Be capable of copying on plain bond paper in both 8 ½" x 11", 8 ½" x 14" and 11" x 17".

a. The 11" x 17" size is required for Bands 2 and above.

K. Must be compatible with using recycled paper, up to and including 100% Post-Consumer Waste (PCW) paper.

a. Vendor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper

specifications (e.g., multi-purpose, copy, or laser paper).

L. Successful vendor must work with the WVOT (West Virginia Office of Technology) to install print drivers and network settings. Because of the various solutions available from different providers, the winning vendor will be required to work with the Office of Technology to implement the copier, associated software, and upgrades throughout the contract. The Office of Technology will work with the vendor to provide access or to provide necessary assistance.

3.1.17.2 SERVICE AND MAINTENANCE:

A. Full Service Requirement: Vendor must have the ability to provide on-site service and maintenance for all Contract Items.

a. **Leased Copiers:** Agency must enter into a full service and maintenance contract (Per Click Charge) for all Contract Items that are leased.

b. **Purchased Copiers:** If the Contract Items are Purchased, the Agency may elect to include

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maintenance contract (Per Click Charge) in the purchase price at the time of the purchase.

- c. Vendors must provide an 800 telephone number for service support prior to Contract award.

B. Maintenance A preventative maintenance schedule shall be provided as needed on all Contract Items as specified by the manufacturer. This includes, but is not limited to: routine cleaning, lubrications, replacement of unserviceable parts and all necessary adjustments to ensure successful performance of the equipment.

C. Per Click Charge: Vendor shall provide a per click charge for all monochrome and color copiers to include all parts, supplies and consumables (excluding paper) for each band. Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses, and supplies (excepting paper) that are necessary to maintain satisfactory performance of the copier.

- a. 11"x17" impressions may be counted as two (2) clicks.
- b. A two-sided document may be counted as two (2) clicks. There shall be no charge for service impressions.
- c. There may not be more than one cost per impression for color impressions, regardless of the number of colors (i.e. a higher charge for 4 colors than for 3 colors).

D. Connectivity Service Support: Vendor must provide service support to coordinate installation of Contract Items with agency personnel.

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E. Certification Requirement: Service representatives must be full time employees of the Vendor or of a subcontracted party designated by Vendor in writing. All service representatives must be factory trained technicians. The State reserves the right to request proof of certification at any time.

F. Replacement Units: Vendor shall provide a temporary replacement copier for any copier being rented, at no charge, if the Agency's copier is estimated to be down for 16 consecutive working hours or longer for repair. Temporary replacement copiers shall be of comparable size and functionality as the copier it is replacing. The Agency will not pay any charges associated with the temporary replacement unit, but shall pay the charges that it would have incurred if its copier had not been temporarily replaced.

G. Response Requirement: Vendors must respond to all requests for service directly to the agency within sixty (60) minutes by phone call of an Agency's request to confirm the time a technician will arrive and must be on site to complete the repair within four (4) working hours of the request throughout the term of

this Contract for all requests in the following 25 mile radius of these cities: Beckley, Charleston, Huntington, Martinsburg, Morgantown, Parkersburg, All other areas shall respond onsite within eight (8) working hours.

Repetitive complaints concerning the failure to meet this requirement may be cause for cancellation of the contract. Service must be provided during normal working hours (8:00 am to 5:00 pm EST), Monday through Friday, with the exception of State holidays.

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H. Failure Rate: Any copier averaging more than two malfunctions per month for a three (3) month period shall be reviewed by the Agency with the Vendor present to determine a course of corrective action, which may include but not be limited to, replacement of the machine or cancellation of the order and removal of the machine at no additional cost to the State. All service complaints shall be documented in writing by the Agency. The Purchasing Division shall determine the corrective action necessary in the event that an impasse cannot be resolved to the Agency's satisfaction. This section will apply to the machine for the life of the contract.

For machines without maintenance agreements, this section will apply for the first year of contract for any copier with the understanding that the machine adheres to the published

copy volumes as provided by the vendor and/or manufacturer for that particular make/model copier.

3.1.17.3 Training: Vendor shall provide Agency with in-house at the agency's location or online training within five (5) working days of installation of the equipment or as otherwise agreed to by Agency.

3.1.17.4 Manuals: Vendors shall provide at least one (1) copy of the operator's instruction manual for each Copier leased or purchased to the Agency that has leased or purchased it.

3.1.17.4.1 Each manual shall include the vendor's name, telephone number(s), contact person(s), and complete instructions for inspecting, adjusting, clearing jams and operating the machine and any installed accessories.

3.1.17.4.1.1 The instruction manual may be provided in an electronic format.

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3.1.17.5 Paper Requirement: To qualify as a paper source, a tray must contain a minimum of 500 sheets.

3.1.17.5.1 A stack feed bypass (allows insertion of 20 to 150 sheets at a time and provides multi-copy capability) may not be substituted or included for the paper requirement.

3.1.17.6 Fees and Costs: Purchase price for monochrome and color copiers, monthly rental fees, per click charges, and other supply costs and maintenance costs shall remain firm for the life of the Contract. Pricing shall also be inclusive of shipping, delivery, installation, and training fees.

If the item bid is discontinued, the vendor may propose an equivalent product meeting or exceeding the specifications at the same bid price to the Purchasing Division for approval. If the

replacement item is accepted/approved, the item will be added by change order.

3.1.17.7 Manufacturer Accessory Listing Requirements (Required Accessories): Vendors shall input their pricing for accessories listed on the Pricing Pages. Any accessory listed in the Exhibit_A Pricing Pages are generic in description and function and are to be considered the minimum specification requirements to be met for the accessory description. Bidders are permitted to provide an accessory that exceeds the minimum description listed.

3.1.17.7.1 If an accessory is required to meet the minimum specification requirements for a copier, the accessory will be required to be included in the base unit price and provided to the end user in that configuration.

3.1.17.7.2 If a manufacturer has an accessory that meets multiple requested items on the pricing pages, the same accessory item may be bid for each requested

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item as long as the minimum specification/description requirement are met for each item of the pricing pages.

3.1.17.8 Manufacturer Accessory Listing (Optional Catalog):

3.1.17.8.1 Vendors should submit a Catalog of all additional accessories that are available for all copiers bid. That catalog must be submitted with the bid to be included in this Contract and must contain the MSRP for all items listed in the catalog. In the event that vendor does not have a catalog from the manufacturer, it may create one. The MSRP of each accessory will be used to determine the discounted price of the accessory using the percentage provided in the Exhibit_A Pricing Pages.

3.1.17.8.1.1 Agencies desiring to Purchase an accessory from the vendors submitted catalog will be permitted to purchase the accessory at the established discounted price (List Price minus Discount Percentage) established in the contract.

3.1.17.8.1.2 Agencies desiring to Lease an accessory from the vendors submitted catalog will be permitted to lease the accessory at the established discounted price (MSRP minus the Discount Percentage), then multiply the Discounted Price by the appropriate lease factor. The factor price will then be divided by the lease term to establish a monthly lease cost of the accessory to the agency.

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3.1.17.8.1.2.1 EXAMPLE: \$2000.00
Accessory Discounted
Price (After Discounted
Percentage applied) (x)
.0814 Lease Factor for 36
Months = \$162.80 Lease
Factor Accessory Monthly
Price (x) 36 Month Term
= \$5,860.80 Total Lease
Contract Price for 36
months.

3.1.17.8.1.3 Invoices for Purchased accessories off the Catalog must show the accessory MSRP, Discount Percentage, and final Discounted Price on the invoice provided to the agency.

3.1.17.8.1.4 Invoices for Leased accessories off the Catalog must show the accessory MSRP, Discount Percentage, the Discounted Price, the Term Lease Factor, the Lease Factor Price, the Monthly Cost (Lease Factor Cost divided by the Lease Term) provided to the agency.

3.1.17.9 New Requirement: All Contract Items must be New (not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer). Only equipment designated as factory new shall be accepted with a new machine warranty.

3.1.17.10 Retrofits: Any convenience, performance or safety-related retrofits that may be mandated by the vendor, manufacturer, or laws, must be installed at no additional cost on copiers placed in service resulting from a contract.

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3.1.17.10.1 Features must be installed within 90 calendar days after it becomes available to the public.

3.1.17.11 Published Specifications: All copiers quoted must have published copy volumes per month and copies per minute. Vendors must provide published descriptive literature to illustrate compliance with the minimum, mandatory band specifications, which include copy volumes per month, copies/minute data, available memory, paper sources and paper capacity, etc. prior to award. Vendor should highlight or circle all mandatory specification features on the literature provided for each copier bid.

3.1.17.12 Parts Availability: Vendors must guarantee that all parts and service on all purchased units shall be available for a period of seven years from the date of purchase and for the term of the rental on all rental units. All parts shall not be used.

3.1.17.13 Scan Charges: Scanning charges, in addition to, or as a part of the per copy charge, shall not be allowed. Scanning can only be billed as an accessory that may increase the monthly cost per unit as shown on the Pricing Pages. There shall be no charge for scans which do not produce a physical document.

3.1.17.14 Power Protection: Vendors must include a surge and ground noise protection unit for every copier purchased/leased under this contract (price included in copier).

3.1.17.14.1 Power protector must meet the manufacturer's recommended minimum standard.

3.1.17.15 Power Requirements: If a copier requires a dedicated power line, it is the joint responsibility of the vendor and Agency to determine if this requirement can be met. Vendor is not responsible for providing power if the necessary power outlets or junctions are not available.

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3.1.17.16 Network Connection: All network connected units must include all cable, cards, etc. for connection to the Agency's network at no additional cost to the Agency. Vendor's equipment must be capable of connecting to an Ethernet/Fast-Ethernet network that has either Microsoft or Novell as the network operating system.

3.1.17.17 Firmware/Software: Vendors shall ensure that it provides all necessary firmware/software with each copier to allow Agency to obtain full use of the copier being installed. The cost of any firmware/software shall be included in the base price of the copier being bid. Agency must obtain approval from the appropriate entity prior to connecting any firmware/software to a State network. Vendor must maintain current Firmware/Software updates for each copier as per manufacturer updates.

3.1.17.18 Information Security: All stored information must be secured and rendered unreadable by Vendor whenever a copier is removed from service. Removal and rendering information unusable must be conducted in accordance with the policies and procedures of the Office of Technology or other entity that has authority over technology related matters for the Agency,

specifically pursuant to NIST standards and provide a certificate of validation with all pertinent hard drive identification information such as the serial number.

For purchased machines, the agency must dispose of the machine and hard drive per the policies of the WV State Agency for Surplus Property and the Office of Technology.

For leased machines: At the end of the lease, if the agency does not choose to keep the machine, the vendor shall remove the machine's hard drive and leave it with the agency for disposition in accordance with procedures prescribed by the Office of Technology.

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The cost associated to remove the hard drive must be incorporated into the unit pricing.

3.1.17.19 Vendor Certification: Vendor, if other than the manufacturer, should provide the following authorization/certification with bid but is required prior to award of the Contract:

3.1.17.19.1 Verification from the Manufacturer that vendor or vendor's subcontractor is an "Authorized Dealer/Distributor" and/or "Service Representative" that is authorized to sell and service manufacturer's products.

3.1.17.19.1.1 Note: the State will only contract with one vendor and all orders, billing and service issues will be communicated to one entity.

3.1.17.20 Leasing of machines: If a third party leasing company is used, they will be held to the specifications of the contract. The State cannot permit payment to the leasing agency directly, the State can only pay the vendor who is awarded the contract. The State cannot sign lease documents if leased through another company meaning any other entity other than the awarded vendor.

3.1.17.20.1 If an agency has a lease under an expired master contract, the current placements will remain under the requirements of the Master Contract until the lease term expires. Once the lease term expires, the state agency will be required to procure a new machine on the then current master contract.

3.1.17.19.2 Equipment Removal. Upon termination of the Lease, the Vendor shall take required action to have all equipment removed. Upon written notification by the State, the equipment shall be removed within ten (10) calendar days from lease termination or the expiration date, at no additional cost to the State.

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3.1.17.19.2.1 Equipment not removed within the allotted time frame, shall be shipped to Vendor at the Vendor's expense.

3.1.17.20.2 Equipment Relocation/Transfer. The State shall be allowed to move or transfer the equipment from one location to another, at its own expense, as deemed necessary with no change to lease, maintenance plans nor loss of equity. The State shall provide written notification to Vendor of any move or transfer and include new location information. No installation or de-installation charges will be billed based on changes in location.

3.1.17.21 Survivability:

3.1.17.21.1 Any order placed under the Contract (DIGCOP21) shall survive the expiration of the contract.

3.1.17.21.1.1 Any order placed under the Contract shall survive the expiration of the Contract.

Example:

An agency enters into a 48 month lease one (1) week before the Contract expires. That lease will remain in effect for the full 48 months, unless the

customer terminates the lease sooner. In addition, all the Contract requirements that accompany the 48 month lease will also remain in effect until the lease is terminated.

3.1.17.21.1.2 Vendor will not be permitted to increase pricing on any Order that was placed prior to the expiration of the Contract.

Example:

Purchase: A customer purchases a Device and enters into a 12 month Maintenance Agreement (Per Click

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Charge) one (1) week before the Contract is set to expire. The pricing for that Maintenance Agreement must remain firm for the 12 month term.

Example:

Lease: A customer enters into a 48 month lease one (1) year before the Contract expires. The pricing for that lease (including the Equipment, the Maintenance Agreement, an MPS statement of work, etc.) must remain firm for the 48 month term, unless the customer terminates the lease sooner.

3.1.17.20.1.3 Vendor shall maintain compliance with all requirements of the Contract throughout the duration of the Contract.

4. CONTRACT AWARD:

4.1 Contract Award: The Purchasing Division intends to award this Contract to a single vendor that will provide the Contract Items listed on the Exhibit_A Pricing Pages. This Contract shall be limited to only the Contract Items (Copiers and Accessories) included in the Pricing Pages and the vendor's submitted Accessory Catalog. This Contract will be awarded to the Vendor that provides the Contract Items for the lowest Total Overall Bid Price for the Items on the Pricing Pages. Failure to bid the requested Contract Items may result in rejection of a vendor's bid. Notwithstanding the foregoing, the Purchasing Division reserves the right to split the award of this Contract among multiple Vendors if doing so is found to be in the best interest of the State of West Virginia.

Pricing must include setup, delivery of equipment, software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs, and removal cost (of the equipment placed under any subsequent agreement). No additional charges or fees will be paid under this contract.

Accessories: Vendor shall not provide any accessories other than those listed on the Exhibit_A Pricing Pages and the submitted accessory catalog under this contract. The accessory descriptions provided are to be the

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minimum specification requirements for each item listed. All prices for the listed copiers on the pricing pages should include the vendor's profit, shipping, setup cost and installation for all items. Any attempt to provide a separate charge for fees is prohibited under this contract. Only the copier bid for each band and the related accessories listed on the Pricing Pages and submitted accessory catalog shall be provided to an Agency at the established pricing.

- 4.2 Pricing Pages:** The Pricing Pages consist of the seven (7) item numbers (tabs) each listing an order type and containing 1 through 7 monochrome copier bands with accessories. Vendor should bid only one (1) copier per band. In the event that a single Vendor submits multiple copiers for any given band, only the lowest cost copier will be considered for evaluation purposes. The bands are defined in Section 3 above. Additionally, the Pricing Pages contain accessories for each copier in a specific band. Additional accessories may be purchased from the manufacturer's accessory catalog submitted with the bid at the established discounted pricing as established in the pricing pages. Each Band contains some or all of the following:

Purchased Machines (Pricing Page Tabs No. 1 and 2)

- 4.2.1 Copier** – Vendor must list the brand name and Model No. of the single copier that it is bidding for the item no. and band number requested. Vendor must also list the unit price for each item number bid. Then, the vendor should multiply the unit price by the

Estimated quantity to get the Total price for each line item, if not completing the Pricing Pages electronically.

- 4.2.2 Accessories** – Vendor must include the “Brand Name” of the accessory, the “Model Number” of the accessory and the Unit Price for each accessory.

- 4.2.2.1** If the accessory is included in the base copier bid, then “INCLUDED” should be entered into the Model Number field (Brand Name of Accessory should be inserted in the Brand Name box) and \$0.00 entered as the Unit Price into the pricing pages.

- 4.2.2.1.1** The Included Accessory will be calculated into the bidders final overall cost at \$0.00.

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- 4.2.2.1.1.1 Any accessory that does not have a price provided for the accessories listed in the Pricing Pages will be considered as “Included” in the bid copier base price and must be provided with the copier when delivered.
- 4.2.2.1.1.2 Any accessory contained in the Exhibit_A Pricing Pages must be available for purchase or lease at the established pricing for the life of the Contract.
- 4.2.2.1.2 Any accessory that is **“NOT LISTED”** on the Exhibit_A Pricing Pages, but are made available as an option on the Accessory Catalog submitted in the vendor’s bid must identify the MSRP for each accessory.
- 4.2.2.1.2.1 State Agencies and Political Subdivisions utilizing the contract awarded as a result of this RFQ, will be permitted to purchase from the Accessory Catalog at MSRP minus the discount calculated using the Single Discount Percentage established in the Exhibit_A Pricing Pages.
- 4.2.2.1.2.2 Vendor may submit an updated MSRP list for the available additional accessories (not priced in the Exhibit_A Pricing Pages) at the time of contract renewal for the Purchasing Division to review. If approved, the new accessory MSRP list will be incorporated into the contract by Change Order and will be effective upon the

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completion of the renewal documents.

4.2.2.1.3 “IMPORTANT NOTICE” Failure to include pricing for any accessory listed on the Exhibit_A Pricing Pages that do not have the term “INCLUDED” in the “Brand Name” and “Model Number” box AND is subsequently found within the submitted MSRP List for accessory may be grounds for clarification, re-evaluation of the submitted bid, bid disqualification, and/or cancellation of the contract upon discovery.

4.2.3 Per Click Charge Per Copier (Monochrome) - Vendor must provide a unit price for the per click charge price which must include maintenance and consumables. By entering Unit Price into the pricing pages, the Total Pricing will automatically calculate the bid totals.

4.2.4 Per Click Charge Per Copier (Color) – Vendor must provide a unit price for the per click charge price which must include maintenance and consumables. By entering Unit Price into the pricing pages, the Total Pricing will automatically calculate the bid totals.

4.2.5 Total for Bands 1 through 7 (Monochrome) and Bands 1 through 7 (Color) – This is the line below each band to allow the Vendor to add up all of the Total Costs for each band. The total for each band will then be added together to arrive at either the Total Purchase Price of Monochrome Bands 1 – 7 or the Total Purchase Price of Color Bands 1 – 7. By entering Unit Price into the pricing pages, the Total Pricing will automatically calculate the bid totals.

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Leased Machines (Pricing Page Tabs Number 3 through 6)

- 4.2.6 Copier (including maintenance for ___ copies)** – Vendor must list the brand name and Model No. of the copier that it is bidding for the item no. and band number in question. As indicated, the Unit Price on all leased copiers must include any service and maintenance costs for the number of copies per month listed. The space above has been left blank because each band has a different number of copies included. By entering the Unit Price into the pricing pages, it will automatically calculate the Total Price Per Month (Including Maintenance).
- 4.2.7 Copier** – Same as above.
- 4.2.8 Accessories** – Same as above.
- 4.2.9 Total for Band 1 through 7 (for Monochrome & Color)** – Same as above.
- 4.2.10 Per Click Copy Charge (Monochrome)** – Vendor must list the per click copy charge for monochrome copies in the Unit Price column for this line item. The unit price should then be multiplied by the Estimated Quantity clicks per month and by the estimated copiers for the specific band to arrive at the Total Price per Month. Then the Total Price Per Month should be multiplied by the lease term (36 or 48 months) to arrive at the Total Lease Term cost. By entering Unit Price into the pricing pages, the Total Pricing will automatically calculate the bid totals.

**4.2.10.1.1 EXAMPLE: MONOCHROME 36 month
Lease Band 2:**

$$\begin{aligned} & 2,200 \text{ (Estimated Clicks Per Month)} \\ & \times \$1.00 \text{ (Unit Price Per Click)} \\ & \times \underline{\quad 3 \quad} \text{ (Estimated Number of copiers)} \\ & = \$6,600.00 \text{ (Total Monthly Price)} \\ & \times \underline{\quad 36 \quad} \text{ (Number of Lease Months)} \\ & = \$237,600.00 \text{ (Total Lease Term Cost)} \end{aligned}$$

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4.2.10.1.2 EXAMPLE: MONOCHROME

Purchase Band 3:

$$\begin{aligned} & 4,500 \text{ (Estimated Clicks Per Month)} \\ & \times \$1.00 \text{ (Unit Price Per Click)} \\ & \times \underline{\quad 5 \quad} \text{ (Estimated Number of copiers)} \\ & = \$54,000.00 \text{ (Total Monthly Price)} \\ & \times \underline{\quad 12 \quad} \text{ (Months per Year)} \\ & = \$270,000.00 \text{ (Total Yearly Cost)} \end{aligned}$$

4.2.11 Per Click Copy Charge (Color) – Vendor must list the per click copy charge for color copies and monochrome copies in the Unit Price column for each line item. The unit price should then be multiplied by the Estimated Quantity clicks per month and by the estimated copiers for the specific band to arrive at the Total Price per Month. Then the Total Price Per Month should be multiplied by the lease term to arrive at the Total Lease Term cost. By entering Unit Price into the pricing pages, the Total Pricing will automatically calculate the bid totals. (SEE ABOVE EXAMPLE).

4.2.12 Total Monthly Lease Price of Monochrome Bands 1 through 7 for ____ Month Lease – This line item represents a combined total of all monochrome bands in the specified monthly lease period. Vendor should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 36 or 48 months.

4.2.13 Total Monthly Lease Price of Color Bands 1 through 7 for ____Month Lease – This line item represents a combined total of all color bands in the specified monthly lease period. Vendor should ensure that this line item has been properly added and completed. The space above is left blank because on the pricing pages it will continue either 36 or 48 months.

Final Pricing Page

4.2.14 Total Price for All Items – The last page of the Pricing Pages (Tab #8 labeled Overall Total Bid Price) contains a chart of each items (Pricing Page Tabs 1 through 7) total Price and a combined total of all items identified as the Total Price for All Items. The prices for each tab will automatically populate the Total Bid Amount for each tab on this page. However, Vendor should ensure that each of these

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line items has been properly added and completed before submitting their bid.

- 4.3** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each Eligible Item includes the Brand Name of the Item Bid, the Model No. of Item Bid, and the Unit Price of the item bid, totals for each band, totals for each combined set of bands (For example: Total Purchase Price of Monochrome Bands 1 through 7), and the Total Price for all Items. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

The Pricing Pages also contain a list of estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the **Exhibit_A Pricing Pages** to prevent errors in the evaluation. The Pricing Pages will automatically perform the necessary calculations once the Unit Price has been entered for each item. Vendor is required to ensure that the calculation is correct prior to bid submission. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to Mark Atkins at Mark.A.Atkins@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering Procedure:** At the time of need, agencies shall review the minimum specification requirements for copier bands to determine the appropriate band required. The agency should execute an ADO (Agency Delivery Order) in wvOasis or use the WV-39 form to obtain Contract Items under this Contract. Some State Agencies are required to obtain 3rd party approval from the West Virginia Office of Technology prior to ordering. Ordering Instructions will be published on the West Virginia Purchasing Division's website at the time of contract award.

An Agency may either lease or purchase the Contract Items from the vendor awarded this Contract.

Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept

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on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Maintenance (optional for Purchases only): Agencies have the option of not entering into a maintenance/service contract (Per Click Charge) on purchased copiers.

5.2.1 If maintenance is not obtained through this Contract at the time of the initial purchase, an Agency may obtain it at a later date through a separate procurement process (not part of this Contract) utilizing their agency delegated authority, on a per call, time and materials basis.

5.3 Short Term Rental: Any Agency requiring a copier for less than a 36-month term shall bid the procurement on the open market in accordance with State of West Virginia, Department of Administration, Purchasing Division rules and regulations.

5.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

5.5 Invoicing/Meter Read: Normal invoicing shall be monthly in arrears. However, upon mutual agreement of the Vendor and Agency, invoicing may be done on a quarterly basis in arrears. This option is being made available to diminish the administrative burden of obtaining a monthly meter read. Agencies may provide meter readings monthly or quarterly as agreed. Vendors may accept meter readings via their web site, fax, telephone, or any means agreeable to the Vendor and Agency.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

The Vendor must assume all shipping and installation charges and all insurance charges associated with the delivery of the equipment. Any delivery or installation charge, including connection to the end user's network, if desired, shall be incorporated into the base price of the equipment. Prices must include initial training and start-up supplies. Start-up supplies shall be the normal quantity to begin operation of the equipment.

6.4 Installation and Removal Charges: All Contract Items sold or leased to an Agency under this Contract shall be installed and removed free of charge. This applies to all situations or de-installations.

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

Patent Defect – the right to return 10 business days after installation and testing; and

Latent Defect – the right to return 10 business days after discovery and confirmation that there is a defect.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Eligible 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.

8. MISCELLANIOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.

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

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8.3 Quarterly Reports:

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

8.3.2 Purchasing Division: The Vendor shall provide quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

8.3.2.1 Ordering Entity;

8.3.2.2 Purchase order number;

8.3.2.3 Description;

8.3.2.4 Quantity: copier band, accessories, click charges, etc.

8.3.2.5 Price.

8.3.2.6 Onsite service response.

These reports will be provided in editable Excel format and sent via email to Mark.A.Atkins@wv.gov on a quarterly basis as follows:

PERIOD END

December 31

March 31

June 30

September 30

REPORT DUE

January 31

April 30

July 31

October 31

Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

8.5 Minimum Qualification Experience: Vendors must have a minimum of five (5) years of relevant experience in copier sales and service and must be an authorized manufacturer representative. Vendors must provide a written manufacturers' certification evidencing authorization to sell and service the copiers that will be

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offered in each band. Failure to provide required information when requested by the Purchasing Division may result in disqualification of the bid.

- 8.6 Subcontracts/Joint Ventures:** The Vendor is solely responsible for all work performed under the Contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this Contract; however, the Vendor is totally responsible for payment of the subcontractor.
- 8.7 Rental Term:** Prices for all standard rental units are to be for a 36 and 48 month term. In addition, rental orders may be extended on a month to month basis upon mutual written agreement of the parties. Month to month extension should only be used when an agency has a compelling reason such as anticipation of an office move or closing. After expiration of this Contract, month to month extensions are not permitted, but lease agreements entered into under this Contract prior to expiration shall remain in effect for the remainder of the lease term.
- 8.8 Damages:** Agencies shall be responsible for damages or loss of rental equipment caused by misuse, abuse, vandalism, theft, fire, flood, or any other occurrence where necessary care was not taken by the agency to prevent loss to the vendor.
- 8.9 Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: David Humphrey

Telephone Number: 304-744-7440

Fax Number: 304-744-7450

Email Address: dhumphry@komaxwv.com



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: 967276			Reason for Modification: ADDENDUM_1
Doc Description: Statewide Contract for DIGITAL COPIERS & ACCESSORIES			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-07	2022-01-18 13:30	CRFQ 0212 SWC2200000008	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

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

ADDITIONAL INFORMATION

ADDENDUM_1 Is issued for the following:

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the Exhibit_A Pricing Pages Revised 01/05/2022.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies and political subdivisions to establish an Open-End Statewide Contract for Digital Copiers and Accessories per the attached documentation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Digital Copiers & Accessories (Purchased)	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:

PURCHASED: Digital Copiers & Accessories

Note: Vendor shall complete each tab in the Exhibit_A Pricing Pages for bid pricing AND must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Digital Copiers & Accessories (Leased)	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:

LEASED: Digital Copiers & Accessories

Note: Vendor shall complete each tab in the Exhibit_A Pricing Pages for bid pricing AND must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Per Click Charge (Inc. Maintenance & Consumables)	0.00000			

Comm Code	Manufacturer	Specification	Model #
44101501			

Extended Description:

Per Click Charge - MONOCHROME & COLOR (Includes Maintenance and Consumables)

Note: Vendor shall complete each tab in the Exhibit_A Pricing Pages for bid pricing AND must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10:00am EST.	2022-01-05

SOLICITATION NUMBER: CRFQ 0212 SWC2200000008

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2200000008 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of revised Exhibit_A Pricing Pages (01/05/2022)

Description of Modification to Solicitation:

1. To publish the State’s response to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the Exhibit_A Pricing Pages Revised 01/05/2022.

No other changes made.

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.

Question #1: 3.1.16 – Is the Cloud Printing meant to be a solution to provide Follow-Me printing to where you can access print jobs from any copier on the local network? Example-if a user sends a print job to a copier, but the copier is being used or is down, the user could go to a different copier in the office and retrieve the print job from the cloud print queue.

Response #1: Yes.

Question #2: 3.1.17.7 & 3.1.17.8 – It appears the 100 sheet stapling finishers were removed from the mandatory equipment options in the pricing pages. We understand that not all manufacturers make 100 sheet stapling finishers for all their models, but this is not an exclusive option to one manufacturer or vendor. Depending on the brand, at least 4 to 7 manufacturers can provide 100 sheet stapling finishers as per information from buyer lab. A qualifying manufacturer or vendor may or may not choose to bid on the contract for multiple reasons, but that should not justify removing finishers due to 1 or 2 vendors who cannot provide them or choose not to bid a model that does have the capability. Also, please note that in the previous contract, 100 sheet stapling finishers were an option for bands 4 & up in the color and monochrome bands. We have identified 250+ systems ordered with 100 sheet stapling finishers. If the 100 sheet finishers are not included in the base pricing options, then these agencies will not be able to order 100 sheet finishers potentially for the next 4 years, because if a vendor can't provide them in the optional catalog either. In addition, this will affect schools and municipalities from being able to procure them too through the statewide contract.

Response #2: The 100 sheet finishers will not be incorporated into the mandatory accessory list. Any vendor may list these finishers as an accessory if available.

Question #3: If a vendor chooses to offer optional catalog beyond the very basic mandatory options, then the vendor is automatically at a major disadvantage because it adds to the vendor's total evaluation. Example: a 50% discount and 0% lease rate factor for 36 mo (.0278) and 48 mo. (.0208), this would add over \$2,000,000 to the vendors total. So basically, this discourages any vendor from offering an optional accessory catalog so that it keeps line item 7 on the total evaluation at \$0.00 instead of 2+ Million and prevents agencies from options they may need.

Response #3: If the vendor with the lowest total cost opts not to provide a catalog, the other vendor's catalog costs will be removed for evaluation purposes against that vendor. Should the vendor opting not to provide a catalog remain the lowest bid after evaluation against other vendors with the catalog costs removed, that lowest bidder will be awarded the contract. If another vendor proves to be lower cost after removal of the catalog costs, the vendor that does not provide a catalog will be rejected, and all remaining bidders will be evaluated based on the full cost proposal.

Question #4: Single Discount Percentage – Not all accessories are the same discount from our manufacturers. This makes it very difficult to offer a single discount % for all additional accessories.

Response #4: The Single Discount Percentage will remain for all accessory items.

Question #5: 3.1.17.8.1.3 - Invoices for Purchased accessories off the Catalog must show the accessory MSRP, Discount Percentage, and final Discounted Price on the invoice provided to the agency. Providing this level of detail for each device is a considerable custom billing effort currently. The number of additional pages and possible confusion on what needs to be paid may be significant. Can we provide this level of detail for the PO at time of order and reference the PO on each invoice? In addition, all this information can also be provided in the State Approved Accessory Catalog for additional reference. We would be able to provide necessary information for any audit as required.

Response #5: Invoices are generated after a Delivery Order/PO is issued and items/services received. The specification will remain as written and the requirement for invoicing stands.

Question #6: 3.1.17.8.1.4 - Invoices for Leased accessories off the Catalog must show the accessory MSRP, Discount Percentage, the Discounted Price, the Term Lease Factor, the Lease Factor Price, the Monthly Cost (Lease Factor Cost divided by the Lease Term) provided to the agency. Providing this level of detail for each device is a considerable custom billing effort currently. The number of additional pages and possible confusion on what needs to be paid may be significant. Can we provide this level of detail for the PO at time of order and reference the PO on each invoice? In addition, all this information can also be provided in the State Approved Accessory Catalog for additional reference. We would be able to provide necessary information for any audit as required.

Response #6: See Response #5.

Question #7: Federal Funds – Changes to Specifications – State Level/County Level- If a vendor does not return a signed Federal Funds Addendum and receives an award, can they still sell to State Agencies not using Federal Funds and County Level or County Level Only? What is the expected spend of Federal Funds vs non-Federal Funds?

Response #7: The expected spend of federal funds is not known. Not signing the federal funds terms would make the contract holder ineligible to sell to state, county, or local entities that are using federal funds and are required to have the 2 CFR 200 requirements met. A second contract could be issued to cover the federal funds need.

Question #8: Federal Funds Exhibit A - 5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation. Please confirm this is only applicable as a remedy for a vendor default and that any leases or purchases are not subject to this if the vendor is not in default. Also is this only applicable for leases or purchases using Federal Funds?

Response #8: This clause mirrors the general terms and conditions and represents the 30-day cancellation for convenience mandated by the Code of State Rules and made applicable to all State contracts.

Question #9: General Terms and Conditions, 8. Insurance - 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". Are there any other additional insurance requirements that are listed? We are unsure which specifications are being referenced. If there are and there is a conflict, which language would take precedence over the other?

Response #9: The section referenced in your question specifically refers to the specifications which may or may not have insurance requirements listed. There should never be any conflict between the Terms and Condition requirements and the Specifications. In the event an error did occur, this would be subject to the Questioning period and clarification sought at that time. All insurance requirements are contained in the solicitation documents.

Question #10: Instructions to Vendors Submitting Bids 11. EXCEPTIONS AND CLARIFICATIONS - ... Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid..... If we were to request proposed modifications to terms, how would the State like them presented via the electronic bid process?

Response #10: The Purchasing Division cannot tell any vendor how to prepare their bid offering or which submission method identified in Section 6 "Bid Submission" or any of the instructions/requirements in the solicitation documents to choose. Additionally, per Section 11 EXCEPTIONS AND CLARIFICATIONS, it is important to note that "any exceptions to, clarifications of, or modifications of a requirement or term and conditions of the Solicitation may result in bid disqualification". Also of note, Section 20 ACCEPTANCE/REJECTION: "The State may accept or reject any bid in whole, or in part in accordance with W.Va. of State Rules §148-1-4.5. and §148-1-6.4.b."

Question #11: Given the well-publicized, on-going worldwide supply chain issues that many news outlets are reporting are expected to continue through 2022, is the State intending to award a single vendor or multiple awards?

Response #11: Per Specification Section 4 CONTRACT AWARD, The State intends to award a single contract but reserves the right to multiple awards if found to be in the best interest of the State of West Virginia.

Question #12: How did the State determine the quantities of units and accessories for evaluation? Can more detail be provided? Is this representative of the needs of the State?

Response #12: Since the previous contract did not specify reporting requirements, the State does not have additional detailed information. The quantities are estimated usage for bid evaluation purpose only do not imply future usage or guarantee any quantities.

Question #13: Can the State update the Usage Report to include quarterly information for 2021?

Response #13: The State does not have any additional information on usage other than what is published in the RFQ.

Question #14: How did the State determine the click volume per unit for evaluation? Is this representative of the historical click volumes of the State? Can the State provide a more detailed breakdown by Band or unit?

Response #14: See Response #12 and Response#13.

Question #15: Section 3.1.17.8.1.2. The math described in this section is unclear and is inconsistent between the narrative, the example provided and the Pricing Pages calculation. The narrative arrives at a monthly lease cost while the example arrives at a total lease cost for the term. We suggest the following section be replaced with the following: "Agencies desiring to Lease an accessory from the vendors submitted catalog will be permitted to lease the accessory at the established lease payment (MSRP multiplied by the Discount Percentage then multiplied by the appropriate monthly lease factor." In addition, the description in cell K1 of the Price Pages should read "Discounted Price (MSRP * Discount %)."

Response #15: The Exhibit_A Pricing Pages have been revised (1/05/2022) to incorporate the single discount percentage and reflect the language in the specifications using the number of months for the lease. This will calculate to a total lease term cost.

Question #16: On the Pricing Pages, the Acc. Discount – Lease Factor tab, there appears to be an error in the Lease Term Extended Price calculations. This discount % has not been applied.

Response #16: See Response #15.

Question #17: On the Price Pages, the specifications requiring large capacity trays of 2,500 sheets for the monochrome and colored printers, Bands 4 and 5, are overly restrictive, causing an advantage to a specific vendor and limiting competition. Given the Purchasing Division's goals of ensuring fair and open competition and exercising prudent and fair spending practices, we respectfully ask that this specification be eliminated or revised to accommodate printers with minimum of 2,000 sheet paper capacity or eliminated from the Price Pages to be added to the Manufacturer Accessory Listing Catalog.

Response #17: The large capacity trays have been changed to minimum of 2,000 sheets.

Question #18: In the Manufacturer Accessory Listing Catalog, most manufacturers do publicly publish a listing of items that includes MSRP. This opens the door for manipulation of MSRP for the bid response and subsequent renewals. How does the State intend to validate the MSRP provided is accurate, specifically if a manufacturer is responding directly to this Request for Quotation?

Response #18: MSRP will be verified using publicly posted websites, printed publications, or other available means.

Question #19: Is property tax to be included in or excluded from the lease payment?

Response #19: Per Terms and Conditions section 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".

Question #20: On the Price Pages, Bands 2, 4, 5, 6 and 7 contain "Paper Feed Cabinet w/ 1x500 universal drawer" and "Paper Feed Cabinet w/ 2x500 universal drawer." Band 3 only contains "Paper Feed Cabinet w 1x500 universal drawer." Should it also contain the "Paper Feed Cabinet w/ 2x500 universal drawer"? This is for mono and color, purchase, 36-month lease and 48-month lease.

Response #20: The "Paper Feed Cabinet w 1x500 universal drawer" has been added to the revised pricing pages attached to this addendum.

Question #21: Regarding Optional Could Printing, in Section 3.1.16.1.1:

- a. Please give more details of “the network”. Is this a LAN? WAN? If it is a WAN, how are the LANs separated (Routers/Firewalls, VLANs, Subnetting/Superwetting)?

Response #21a: LAN

- b. What is the current print infrastructure? (Ex: Print servers, Peer to Peer printing, etc.)

Response #21b: Currently a single Linux virtual server, as the solution is not widely deployed.

- c. Are print servers in a single farm and/or a single subnet, or local by location and/or department – can you provide a diagram of the print infrastructure?

Response #21c: See Response 21b.

- d. Define “users” that are eligible to send print jobs.. (All users contained within current directory services. Ex: AD, AAD, Google WorkSpace, other LDAP)

Response #21d: All users in active directory.

- e. Are there “Non-registered users” not contained within the current directory services who will be expected to print and release the same as “Registered users”?

Response #21e: No, only those in Active Directory require printing.

Question #22: Regarding Optional Could Printing, in Section 3.1.16.1.2, Will the print release need to be available at ALL devices and ALL users throughout the ENTIRE network? Or securely released within the originating LAN?

Response #22: Securely released within the originating LAN.

Question #23: Regarding Optional Could Printing, in Section 3.1.16.1.3:

- a. Can you provide the specifics of the Proximity Cards, FOBs, etc. that are currently deployed (Type: Ex:HID, Frequency, etc.) Can a sample cards be provided?

Response #23a: See Specification 3.1.16.6

- b. Are current Proximity Cards, FOBs etc. currently deployed consistent across all departments and locations?

Response #23b: See Specification 3.1.16.6

Question #24: Regarding Optional Could Printing, in Section 3.1.16.1.4:

- a. Will 24x7 remote access be granted to servers and MFPs for maintenance and update purposes?

Response #24a: The WV Office of Technology will work with the Vendor to provide the appropriate access, as needed.

- b. Is the Security environment (firewalls, gateways, routers, software) consistent across all departments and/or locations?

Response #24b: No, equipment may vary by location.

Question #25: Regarding Optional Could Printing, in Section 3.1.16.1.5:

- a. Will Privacy and Security be handled by a single DLA representative, or will each department and/or location provide/require privacy and security controls?

Response #25a: Security and privacy requirements are outlined in the solicitation and any instances where data may have been compromised must be reported to both the WV Office of Technology and the location.

- b. If responsibility is distributed, will DLA be responsible for coordinating department/locations requirements?

Response #25b: See Response #25a.

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
1	Purchase	Monochrome						
		Band 1						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Paper Feed Cabinet (500-sheet universal tray)			1	each	\$ -	\$ -
		Paper Feed Cabinet (2 x 500-sheet universal tray)			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			500	per month	\$ -	\$ -
		Total for Band 1						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
1	Purchase, Continued	Monochrome						
		Band 2						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Inner Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling			1	each	\$ -	\$ -
		Punch kit for inner finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			2,200	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 2						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
1	Purchase, Continued	Monochrome						
		Band 3						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Inner Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling + Saddle Stitcher			1	each	\$ -	\$ -
		Punch kit for inner finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			4,500	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 3						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
1	Purchase, Continued	Monochrome						
		Band 4						
		COPIER			15	each (per year)	\$ -	\$ -
		Fax Kit			4	each (per year)	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			7,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 4						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (includes annual estimated click charges)
1	Purchase, Continued	Monochrome						
		Band 5						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			12,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 5						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
1	Purchase, Continued	Monochrome						
		Band 6						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Output Tray			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)			18,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 6						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (includes annual estimated click charges)
2	Purchase	Color						
		Band 1						
		COPIER			10	each (per year)	\$ -	\$ -
		Fax Kit			4	each (per year)	\$ -	\$ -
		Paper Feed Cabinet (500-sheet universal tray)			1	each	\$ -	\$ -
		Paper Feed Cabinet (2 x 500-sheet universal tray)			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (Color) (Includes maintenance and consumables)			200	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (Includes maintenance and consumables)			500	per month	\$ -	\$ -
		Total for Band 1						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (includes annual estimated click charges)
2	Purchase, Continued	Color						
		Band 2						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Inner Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling			1	each	\$ -	\$ -
		Punch kit for inner finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			1,000	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)			2,200	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 2						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
2	Purchase, Continued	Color						
		Band 3						
		COPIER			5	each (per year)	\$ -	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -
		Inner Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling			1	each	\$ -	\$ -
		Floor Finisher w/stapling + Saddle Stitcher			1	each	\$ -	\$ -
		Punch kit for inner finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			1,000	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)			4,500	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 3						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (includes annual estimated click charges)
2	Purchase, Continued	Color						
		Band 4						
		COPIER			20	each (per year)	\$ -	\$ -
		Fax Kit			5	each (per year)	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			3,000	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)			7,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 4						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
2	Purchase, Continued	Color						
		Band 5						
		COPIER			15	each (per year)	\$ -	\$ -
		Fax Kit			4	each (per year)	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			5,000	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)			12,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 5						\$ -

Item No.	Order Type	Item Description	Brand Name of Item Bid	Model No. of Item Bid	Est. Quantity	Est. Quantity Unit of Measure	Unit Price	Total Purchase Price (Includes annual estimated click charges)
2	Purchase, Continued	Color						
		Band 6						
		COPIER			10	each (per year)	\$ -	\$ -
		Fax Kit			3	each (per year)	\$ -	\$ -
		Output Tray			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -
		Job separator tray			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -
		Keyboard			1	each	\$ -	\$ -
		Basic Stand			1	each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			5,000	per month	\$ -	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)			18,000	per month	\$ -	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -
		Optional Card Reader			1	each	\$ -	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -
		Total for Band 6						\$ -

Item No.	Order Type	Description	Brand Name	Model No.	Est. Quantity	Est. Quantity Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
3	36 Month Lease, Continued	Monochrome								
		Band 7								
		COPIER			5	each (per year)	\$ -	\$ -	36	\$ -
		Fax Kit			2	each (per year)	\$ -	\$ -	36	\$ -
		Output Tray			1	each	\$ -	\$ -	36	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -	36	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -	36	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -	36	\$ -
		Job separator tray			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -	36	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -	36	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -	36	\$ -
		Keyboard			1	each	\$ -	\$ -	36	\$ -
		Basic Stand			1	each	\$ -	\$ -	36	\$ -
		Per Click Charge (includes maintenance and consumables)			25,000	per month	\$ -	\$ -	36	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -	36	\$ -
		Optional Card Reader			1	each	\$ -	\$ -	36	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -	36	\$ -
		Total for Band 7								\$ -
Overall Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease										\$ -

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Est. Quantity Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
4	36 Month Lease, Continued	Color								
		Band 7								
		COPIER			15	each (per year)	\$ -	\$ -	36	\$ -
		Fax Kit			4	each (per year)	\$ -	\$ -	36	\$ -
		Output Tray			1	each	\$ -	\$ -	36	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -	36	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -	36	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -	36	\$ -
		Job separator tray			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -	36	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -	36	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -	36	\$ -
		Keyboard			1	each	\$ -	\$ -	36	\$ -
		Basic Stand			1	each	\$ -	\$ -	36	\$ -
		Per Click Charge (Color) (Includes maintenance and consumables)			10,000	per month	\$ -	\$ -	36	\$ -
		Per Click Charge (Monochrome) (Includes maintenance and consumables)			25,000	per month	\$ -	\$ -	36	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -	36	\$ -
		Optional Card Reader			1	each	\$ -	\$ -	36	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -	36	\$ -
		Total for Band 7								\$ -
Total Monthly Lease Price of Color Bands 1 through 7 for 36 Month Lease										\$ -

Item No.	Order Type	Description	Brand Name	Model No.	Est. Quantity	Est. Quantity Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
5	48 Month Lease, Continued	Monochrome								
		Band 7								
		COPIER			20	each (per year)	\$ -	\$ -	48	\$ -
		Fax Kit			5	each (per year)	\$ -	\$ -	48	\$ -
		Output Tray			1	each	\$ -	\$ -	48	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -	48	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -	48	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -	48	\$ -
		Job separator tray			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -	48	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -	48	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -	48	\$ -
		Keyboard			1	each	\$ -	\$ -	48	\$ -
		Basic Stand			1	each	\$ -	\$ -	48	\$ -
		Per Click Charge (includes maintenance and consumables)			25,000	per month	\$ -	\$ -	48	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -	48	\$ -
		Optional Card Reader			1	each	\$ -	\$ -	48	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -	48	\$ -
		Total for Band 7								\$ -
Overall Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease										\$ -

Item No.	Order Type	Item Description	Brand Name	Model No.	Est. Quantity	Est. Quantity Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
6	48 Month Lease, Continued	Color								
		Band 7								
		COPIER			65	each (per year)	\$ -	\$ -	48	\$ -
		Fax Kit			16	each (per year)	\$ -	\$ -	48	\$ -
		Output Tray			1	each	\$ -	\$ -	48	\$ -
		Finisher w/50-sheet stapling			1	each	\$ -	\$ -	48	\$ -
		Finisher w/50-sheet stapling + booklet finisher			1	each	\$ -	\$ -	48	\$ -
		Punch kit for floor finisher			1	each	\$ -	\$ -	48	\$ -
		Job separator tray			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer			1	each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11			1	each	\$ -	\$ -	48	\$ -
		Large Capacity Tray 2000 sheets minimum			1	each	\$ -	\$ -	48	\$ -
		Large Capacity Trays 2 each			1	each	\$ -	\$ -	48	\$ -
		Keyboard			1	each	\$ -	\$ -	48	\$ -
		Basic Stand			1	each	\$ -	\$ -	48	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)			10,000	per month	\$ -	\$ -	48	\$ -
		Per Click Charge (Monochrome) (Includes maintenance and consumables)			25,000	per month	\$ -	\$ -	48	\$ -
		Optional Cloud Printing Software			1	each	\$ -	\$ -	48	\$ -
		Optional Card Reader			1	each	\$ -	\$ -	48	\$ -
		Optional Cloud Printing Swipe Card			10	each	\$ -	\$ -	48	\$ -
		Total for Band 7								\$ -
Total Monthly Lease Price of Color Bands 1 through 7 for 48 Month Lease										\$ -

Total Price for All Items		
Item 1	Overall Total Purchase Price of Monochrome Bands 1 - 7	\$ -
Item 2	Overall Total Purchase Price of Color Bands 1 - 7	\$ -
Item 3	Overall Total Monthly Lease Price of Monochrome Bands 1 - 7 for 36 Month Lease	\$ -
Item 4	Overall Total Monthly Lease Price of Color Bands 1 - 7 for 36 Month Lease	\$ -
Item 5	Overall Total Monthly Lease Price of Monochrome Bands 1 - 7 for 48 Month Lease	\$ -
Item 6	Overall Total Monthly Lease Price of Color Bands 1 - 7 for 48 Month Lease	\$ -
Item 7	Additional Accessory MSRP List Price Single Discount Percentage Cost & Lease Factor Cost	\$ 1,500,000.00
Overall Total Bid Price for All Items		\$ 1,500,000.00

<u>Vendor Information:</u>	
Company Name:	
Contact Name:	
Phone No.:	
Fax No.:	
Email:	
Authorized Signature:	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2200000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

KOMAX, LLC

Company

Authorized Signature

1-18-2022

Date

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

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase	Monochrome						
		Band 1						
		COPIER	Konica Minolta	Bizhub 4020i		Each	\$ 369.14	\$ -
		Fax Kit	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet (500-sheet universal tray)	Konica Minolta	PF-P24		Each	\$ 92.56	\$ -
		Paper Feed Cabinet (2 x 500-sheet universal tray)	Konica Minolta	PF-P24 * 2		Each	\$ 185.12	\$ -
		Basic Stand	Konica Minolta	DK-P05		Each	\$ 96.00	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0107	\$ -
		Total for Band 1						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase, Continued	Monochrome						
		Band 2						
		COPIER	Konica Minolta	Bizhub 300i		Each	\$ 1,875.51	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Inner Finisher w/stapling	Konica Minolta	FS-533		Each	\$ 406.34	\$ -
		Floor Finisher w/stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Punch kit for inner finisher	Konica Minolta	PK-519		Each	\$ 182.00	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-506		Each	\$ 202.34	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	PC-116		Each	\$ 219.14	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0050	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 5.00	\$ -
		Total for Band 2						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase, Continued	Monochrome						
		Band 3						
		COPIER	Konica Minolta	Bizhub 300i		Each	\$ 1,875.51	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Inner Finisher w/stapling	Konica Minolta	FS-533		Each	\$ 406.34	\$ -
		Floor Finisher w/stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Floor Finisher w/stapling + Saddle Stitcher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for inner finisher	Konica Minolta	PK-519		Each	\$ 182.00	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-506		Each	\$ 202.34	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	PC-116		Each	\$ 219.14	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0050	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 5.00	\$ -
		Total for Band 3						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase, Continued	Monochrome						
		Band 4						
		COPIER	Konica Minolta	Bizhub 450i		Each	\$ 2,379.63	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0032	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 5.00	\$ -
		Total for Band 4						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase, Continued	Monochrome						
		Band 5						
		COPIER	Konica Minolta	Bizhub 550i		Each	\$ 2,881.05	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0032	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 5.00	\$ -
		Total for Band 5						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
1	Purchase, Continued	Monochrome						
		Band 6						
		COPIER	Konica Minolta	Bizhub 650i		Each	\$ 3,601.66	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Output Tray	Konica Minolta	OT-513		Each	\$ 43.00	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0025	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 5.00	\$ -
		Total for Band 6						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price	
2	Purchase	Color							
		Band 1							
		COPIER	Konica Minolta	bizhub C-3320i		Each	\$ 756.14	\$ -	
		Fax Kit	Konica Minolta	FK-517		Each	\$ 102.22	\$ -	
		Paper Feed Cabinet (500-sheet universal tray)	Konica Minolta	PF-P21		Each	\$ 144.00	\$ -	
		Paper Feed Cabinet (2 x 500-sheet universal tray)	Konica Minolta	PF-P05*2		Each	\$ 288.00	\$ -	
		Basic Stand	Konica Minolta	DK-P05		Each	\$ 96.00	\$ -	
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0600	\$ -	
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0150	\$ -	
		Total for Band 1							\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
2	Purchase, Continued	Color						
		Band 2						
		COPIER	Konica Minolta	Bizhub C-250i		Each	\$ 2,073.33	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Inner Finisher w/stapling	Konica Minolta	FS-533		Each	\$ 406.34	\$ -
		Floor Finisher w/stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Punch kit for inner finisher	Konica Minolta	PK-519		Each	\$ 182.00	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-506		Each	\$ 202.34	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	PC-116		Each	\$ 219.14	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0350	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0050	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -
		Total for Band 2						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
2	Purchase, Continued	Color						
		Band 3						
		COPIER	Konica Minolta	Bizhub C-300I		Each	\$ 2,148.00	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Inner Finisher w/stapling	Konica Minolta	FS-533		Each	\$ 406.34	\$ -
		Floor Finisher w/stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Floor Finisher w/stapling + Saddle Stitcher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for inner finisher	Konica Minolta	PK-519		Each	\$ 182.00	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-506		Each	\$ 202.34	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	PC-116		Each	\$ 219.14	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0350	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0050	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -
		Total for Band 3						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
2	Purchase, Continued	Color						
		Band 4						
		COPIER	Konica Minolta	Bizhub C-450i		Each	\$ 2,656.14	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0280	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0045	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -
		Total for Band 4						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price
2	Purchase, Continued	Color						
		Band 5						
		COPIER	Konica Minolta	Bizhub C-550i		Each	\$ 3,296.14	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	PC-216		Each	\$ 315.00	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0280	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0045	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -
		Total for Band 5						\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price	
2	Purchase, Continued	Color							
		Band 6							
		COPIER	Konica Minolta	Bizhub C-650i		Each	\$ 4,691.00	\$ -	
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -	
		Output Tray	Konica Minolta	OT-513		Each	\$ 43.00	\$ -	
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -	
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -	
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -	
		Job separator tray	Konica Minolta	JS-508		Each	\$ 182.00	\$ -	
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	PC-416		Each	\$ 351.00	\$ -	
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	PC-416		Each	\$ 351.00	\$ -	
		Large Capacity Trays 2 Each	Konica Minolta	PC-417		Each	\$ 697.00	\$ -	
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -	
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0280	\$ -	
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0040	\$ -	
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -	
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -	
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -	
		Total for Band 6							\$ -

Item No.	Order Type	Item Description	Brand Name	Model Number	Quantity	Unit of Measure	Unit Price	Total Purchase Price	
2	Purchase, Continued	Color							
		Band 7							
		COPIER	Konica Minolta	bizhub C-750i		Each	\$ 6,031.00	\$ -	
		Fax Kit	Konica Minolta	FK-514		Each	\$ 256.29	\$ -	
		Output Tray	Konica Minolta	OT-514		Each	\$ 146.36	\$ -	
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 533.00	\$ -	
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 816.43	\$ -	
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 182.00	\$ -	
		Job separator tray	Konica Minolta	JS-602		Each	\$ 202.12	\$ -	
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	Included		Each	\$ -	\$ -	
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	Included		Each	\$ -	\$ -	
		Large Capacity Trays 2 Each	Konica Minolta	Included		Each	\$ -	\$ -	
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 140.00	\$ -	
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0280	\$ -	
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0040	\$ -	
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 865.00	\$ -	
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 125.00	\$ -	
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 5.00	\$ -	
		Total for Band 7							\$ -
Total Purchase Price of Color Bands 1-7								\$ -	

Item No.	Order Type	Description	Brand Name	Model No.	Quantity	Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
3	36 Month Lease, Continued	Monochrome								
		Band 7								
		COPIER	Konica Minolta	Bizhub 750i		Each	\$ 128.6028	\$ -	36	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 7.1249	\$ -	36	\$ -
		Output Tray	Konica Minolta	OT-514		Each	\$ 4.0688	\$ -	36	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 14.8174	\$ -	36	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 22.6968	\$ -	36	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 5.0596	\$ -	36	\$ -
		Job separator tray	Konica Minolta	JS-602		Each	\$ 5.6189	\$ -	36	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 3.8920	\$ -	36	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Per Click Charge (Includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0025	\$ -	36	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 37.3910	\$ -	36	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 3.4750	\$ -	36	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 0.1390	\$ -	36	\$ -
		Total for Band 7								\$ -
Overall Total Monthly Lease Price of Monochrome Bands 1 through 7 for 36 Month Lease										\$ -

Item No.	Order Type	Item Description	Brand Name	Model No.	Quantity	Unit of Measure	Unit Price Per Month	Total Price Per Month	No. of Months	Total Lease Term Cost
4	36 Month Lease, Continued	Color								
		Band 7								
		COPIER	Konica Minolta	bizhub C-750i		Each	\$ 167.6618	\$ -	36	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 7.1249	\$ -	36	\$ -
		Output Tray	Konica Minolta	OT-514		Each	\$ 4.0688	\$ -	36	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 14.8174	\$ -	36	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 22.6968	\$ -	36	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 5.0596	\$ -	36	\$ -
		Job separator tray	Konica Minolta	JS-602		Each	\$ 5.6189	\$ -	36	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 3.8920	\$ -	36	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	36	\$ -
		Per Click Charge (Color) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0250	\$ -	36	\$ -
		Per Click Charge (Monochrome) (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0040	\$ -	36	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 37.3910	\$ -	36	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 3.4750	\$ -	36	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 0.1390	\$ -	36	\$ -
		Total for Band 7								\$ -
Total Monthly Lease Price of Color Bands 1 through 7 for 36 Month Lease										\$ -

Item No.	Order Type	Description	Brand Name	Model No.	Quantity	Unit of Measure	Unit Price Per Click	Total Price Per Click	No. of Months	Total Lease Term Cost
5	48 Month Lease, Continued	Monochrome								
		Band 7								
		COPIER	Konica Minolta	Bizhub 750i		Each	\$ 96.22	\$ -	48	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 5.33	\$ -	48	\$ -
		Output Tray	Konica Minolta	OT-514		Each	\$ 3.04	\$ -	48	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 11.09	\$ -	48	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 16.98	\$ -	48	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 3.79	\$ -	48	\$ -
		Job separator tray	Konica Minolta	JS-602		Each	\$ 4.20	\$ -	48	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 2.91	\$ -	48	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Per Click Charge (includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0025	\$ -	48	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 32.97	\$ -	48	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 2.60	\$ -	48	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	PROX-Card		Each	\$ 0.10	\$ -	48	\$ -
		Total for Band 7								\$ -
Overall Total Monthly Lease Price of Monochrome Bands 1 through 7 for 48 Month Lease										\$ -

Item No.	Order Type	Item Description	Brand Name	Model No.	Quantity	Unit of Measure	Unit Price Per Click	Total Price Per Click	No. of Months	Total Lease Term Cost
6	48 Month Lease, Continued	Color								
		Band 7								
		COPIER	Konica Minolta	bizhub C-750i		Each	\$ 125.44	\$ -	48	\$ -
		Fax Kit	Konica Minolta	FK-514		Each	\$ 5.33	\$ -	48	\$ -
		Output Tray	Konica Minolta	OT-514		Each	\$ 3.04	\$ -	48	\$ -
		Finisher w/50-sheet stapling	Konica Minolta	FS-539		Each	\$ 11.09	\$ -	48	\$ -
		Finisher w/50-sheet stapling + booklet finisher	Konica Minolta	FS-539SD		Each	\$ 16.98	\$ -	48	\$ -
		Punch kit for floor finisher	Konica Minolta	PK-524		Each	\$ 3.79	\$ -	48	\$ -
		Job separator tray	Konica Minolta	JS-602		Each	\$ 4.20	\$ -	48	\$ -
		Paper Feed Cabinet w/ 1x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/ 2x500 universal drawer	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Paper Feed Cabinet w/large capacity tray 8 1/2 x 11	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Large Capacity Tray 2000 sheets minimum	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Large Capacity Trays 2 Each	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Keyboard	Konica Minolta	Ext Keyboard		Each	\$ 2.91	\$ -	48	\$ -
		Basic Stand	Konica Minolta	Included		Each	\$ -	\$ -	48	\$ -
		Per Click Charge (Color) (Includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0250	\$ -	48	\$ -
		Per Click Charge (Monochrome) (Includes maintenance and consumables)	Konica Minolta	PCC		Per Click	\$ 0.0035	\$ -	48	\$ -
		Optional Cloud Printing Software	Konica Minolta	EveryonePrint		Each	\$ 32.97	\$ -	48	\$ -
		Optional Card Reader	Konica Minolta	AU-205		Each	\$ 2.60	\$ -	48	\$ -
		Optional Cloud Printing Swipe Card	Konica Minolta	ProxCARD		Each	\$ 0.10	\$ -	48	\$ -
		Total for Band 7								\$ -
Total Monthly Lease Price of Color Bands 1 through 7 for 48 Month Lease										\$ -

Total Price for All Items		
Item 1	Overall Total Purchase Price of Monochrome Bands 1 - 7	\$ -
Item 2	Overall Total Purchase Price of Color Bands 1 - 7	\$ -
Item 3	Overall Total Monthly Lease Price of Monochrome Bands 1 - 7 for 36 Month Lease	\$ -
Item 4	Overall Total Monthly Lease Price of Color Bands 1 - 7 for 36 Month Lease	\$ -
Item 5	Overall Total Monthly Lease Price of Monochrome Bands 1 - 7 for 48 Month Lease	\$ -
Item 6	Overall Total Monthly Lease Price of Color Bands 1 - 7 for 48 Month Lease	\$ -
Item 7	Additional Accessory MSRP List Price Single Discount Percentage Cost & Lease Factor Cost	N/A
Overall Total Bid Price for All Items		

<u>Vendor Information:</u>	
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