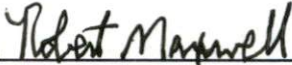
 WEST VIRGINIA STATE UNIVERSITY		West Virginia State University Procurement Office PO Box 368 Institute, WV 25112		Request for Bid Bid # RFB-WVSU24001 Buyer: Jerry Rush	
Vendor Name: KOMAX Business Systems Vendor Address: 500 D St., S. Charleston, WV 25303 Vendor Phone: 304-744-7440 Vendor Fax: 304-744-7450 Vendor FEIN/SSN: 55-0767809 Vendor Point of Contact: Shaun Shamblin					
RFB DATE: 03/24/24		BID OPENING: 2:30 pm on April 9, 2024			
Item #	Quantity	Description	Unit Price	Extended Price	
#1 - C7090	1	INVITATION TO BID West Virginia State University is accepting bids for: The one-time purchase of high production printers inclusive of maintenance and consumables, for the University's Printing Services Department. Pursuant to the requirements and specifications on the following pages.	\$109,550.00		
#2 - 7136	1		\$58,420.00		
Total				\$167,970.00	
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.					
			Bidder's name <u>KOMAX Business Systems</u> Title <u>Robert Maxwell - Owner</u> Signature <u></u> Street address <u>500 D St.</u> City/State <u>S. Charleston, WV 25303</u> Date <u>4/8/2024</u> Phone <u>304-744-7440</u>		

To receive consideration for award, the bid must be submitted on this form in Original and (1) copy, signed in full ink, and received by the WVSU purchasing department to have a date/time stamp affixed, on or before the date and time shown for the bid opening.

Bids are subject to the terms and conditions on the WV-96 form.

It is the policy of West Virginia State University to administer all university actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veteran's status or sexual orientation as identified and defined by law. The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above. WVSU complies with the requirements of the nondiscrimination clauses set out by the Code of Federal Regulations Title 41, Parts 60-1.4(a)(7) (equal opportunity clause), 60-250.4(m) (affirmative action for veterans), and 60-741.4(f) (affirmative action for persons with disabilities).

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the University Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **04/02/2024 at 10:00 A.M.**

Submit Questions to: **Jerry Rush**
Director of Purchasing-WVSU

Email:jerry.rush@wvstateu.edu

4. BID SUBMISSION: All bids must be submitted by the Vendor to the University on or before the date and time of the bid opening. Any bid received by the University staff is considered to be in the possession of the University and will not be returned for any reason.

4A. BID SUBMISSION:

BID OPENING DATE:04/09/2024

BID OPENING TIME: 2:30 PM

PLEASE SUBMIT ALL BIDS TO FOLLOWING LOCATION:

**West Virginia State University
Ferrell Hall/Room 301
Institute, WV 25112**

A bid should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing,

6. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia State University and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the West Virginia State University with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. NON-RESPONSIBLE: The West Virginia State University Director of Purchasing reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

15. 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 § seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the West Virginia State University constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The West Virginia State University will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the University and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the University that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Award _____ 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. Any request for renewal should be delivered to the University 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 seven (7) 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. **THE RENEWALS ARE FOR THE SERVICE (PER CLICK) CHARGES 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 and Agency.

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

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

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

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

PRINTERS ARE A ONE-TIME PURCHASE IS FOR THE PRINTERS. SERVICE PERIOD AND THE REQUIREMENTS LISTED IN THE SPECIFICATIONS

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the University (or another page identified as

_____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

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

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The West Virginia State University Director of Purchasing may authorize the University 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 West Virginia State University Director of Purchasing, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide University with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: \$500,000.00 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: _____ 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.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to worker's compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to West Virginia State University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government University or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 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 West Virginia State University constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The West Virginia State University will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University 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 University 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 West Virginia State University Director of Purchasing to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any University 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 University tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide West Virginia State University with the following reports identified by a checked box below:

Such reports as West Virginia State University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC 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.

41. 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.

42. 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.

Shaun Shamblin - Production Print Specialist

(Printed Name and Title)

500 D St., S. Charleston, WV 25303

(Address)

304-744-7440 / 304-744-7450

(Phone Number) / (Fax Number)

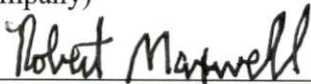
sshamblin@komaxwv.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State University that may require registration.

KOMAX Business Systems

(Company)



(Signature of Authorized Representative)

Robert Maxwell - Owner

(Printed Name and Title of Authorized Representative)

4/8/2024

(Date)

304-744-7440 / 304-744-7450

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia State University
Digital High Production Color and Monochrome Printers

SPECIFICATIONS

PURPOSE AND SCOPE: West Virginia State University is soliciting bids to establish a contract for the one-time purchase of high production printers inclusive of maintenance and consumables, for the university's Printing Services Department.

DEFINITIONS: The following terms shall have the meanings assigned to them below.

"Accessory" means any compatible item that is added to the printer to enhance its capabilities and functions. Must integrate with the high production printer and not be a stand-alone unit.

"Contract Item" means the list of items identified and fully described in Section 3.1 below and on the Pricing pages.

"High Production Printer" means a Multi-Function Printer (MFP) or Multi-function Device (MFD) configured to incorporate the functionality of multiple devices into one, such as print, scan and copy.

"gsm" means grams per square meter

"ppm" means pages per minute

"Solicitation" means the official notice of an opportunity to supply needed goods or services

"WVSU" means West Virginia State University

GENERAL REQUIREMENTS:

Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

Contract Item #1: Quantity one - Konica Minolta AccurioPress C7090 or Equal. Vendor must provide a product with the following minimum specifications:

1. Capable of printing, in color and monochrome
2. Minimum device speed for Letter/A4: rated at 90 ppm
3. Auto duplexing

4. Vacuum Paper Feed unit that includes: a 3,700 sheet drawer capacity, Media weight: 52-450 gsm, Media size: Minimum 8.27"x8.27" / Maximum "19.2 x 35.4".
5. Ability to print on media weight up to 450 gsm.
6. Finishing capabilities: Large capacity stacker w/cart; inline closed loop quality management unit; 4 edge trimming unit; business card tray; upward & downward creasing units; feed direction & cross direction perforation; intelligent media sensor
7. Electronic sorting or finisher/sorter
8. Envelope fuser
9. Network printing
10. Manufacturer monthly volume 1,620,000
11. EFI Fiery External Server Intel® Core TM i7-6700 (3.4 GHz up to 4.0 GHz with Turbo): RAM 16 GB (2 x 8 GB); HDD 1 TB SATA: PDL, Adobe Postscript 3 (3020). APPE 5.0, PDF 1.7, Enhanced PCL 5/6

Contract Item #2: Quantity of one (1) - Konica Minolta AccurioPress 7136 or Equal. Vendor must provide a product with the following minimum specifications:

1. Capable of print, copy and scan functions in monochrome
2. Minimum device speed for Letter/A4: 136 ppm black/white
3. Auto document feeder with capacity at least 300 originals
4. Auto duplexing
5. Vacuum Paper Feed unit: 5,000 sheet capacity. Media weight; 40-350 gsm. Media size; Minimum 3.74x5.47" / Maximum 12.76" x 19.02".
6. Ability to print on media weight up to 350gsm
7. Finishing capabilities: large capacity stacker with cart
8. Electronic sorting or finisher/sorter
9. Network printing and scanning
10. Manufacturer monthly volume; 2,500,000
11. EFI Fiery Print Server: Intel® Pentium® 4400 processor, 3.3 GHz; RAM std 8 GB; HDD 500 GB; PDL Adobe® Postscript® Levels 1,2,3; Adobe® PDF, PDF/X-1a. 3, and 4; Encapsulated Postscript (EPS); Microsoft® Office documents: docx, xlsx, pptx, pub (via Hot Folders)

ADDITIONAL CONTRACT ITEM REQUIREMENTS:

Copier Requirements: All copier provided under this contract must be:

1. Digital equipment. Analog models will not be accepted.
2. Toner based; no inkjet toner is permitted.
3. Capable of reproducing general office correspondence, reports and bound documents.
4. Capable of reproducing 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 and pencil, blue ball point pen, NCR forms (blue or black print on white or

colored paper stocks), photographs (color or black/white), solid lines and grids, solids and graduated gray-scale tones.

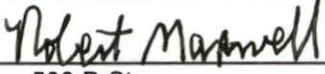
5. Capable of automatically selecting the proper paper size in respect to the original being copied.
6. Able to be set for reduction and enlargement in 1 % increments.
7. Currently in production and available for sale at that time of submitted quote.
8. Energy star compliant and be installed with energy saving features enabled.
9. Capable of copying and printing on plain bond paper in sizes "8 ½"x 11", "8 ½ x 14" and 11"x 17".
10. Compatible with using recycled paper, up to and including: 100% Post-Consumer Waste (PCW) paper. Vendor may not fault the use of recycle paper for copier failures, as long as the recycled paper used meets the standard paper specifications (e.g. multi-purpose, copy or laser paper).
11. Successful vendor must work with WVSU IT Department to install print drivers and network settings. Due to the various solutions available from different providers, the winning vendor will be required to work with the WVSU IT Department to implement copier networking, associated software, and upgrades throughout the contract term. WVSU IT Department will work with the vendor to provide access or to provide necessary assistance.

Service and Maintenance:

1. Full-Service Requirement: Vendor must have the ability to provide on-site service and maintenance for all Contract Items. Vendor must provide a copy of the maintenance agreement for approval prior to award of this Contract. Vendor must provide an 800 or local telephone number for service support prior to Contract award.
2. Maintenance: A preventative maintenance schedule shall be provided as needed on all Contract Items as specified by the manufacturer. This included, but is not limited to, routine, cleaning, lubrication, replacement of unserviceable parts and all necessary adjustments to ensure successful performance of the equipment.
3. Per Click Charge: Vendor shall provide a per click charge for all Contract Item Copiers to include all parts, supplies and consumables (excluding paper). Service and maintenance costs include the cost of all inspections, lubrications, cleaning, adjustments, parts, repairs, travel expenses and supplies (excluding paper) that are necessary to maintain satisfactory performance of the equipment. All Per Click Charges are to be invoiced quarterly.
 - a. 11 "x 17" impressions shall be counted as one (1) click.
 - 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. higher charge for 4 colors vs. 3 colors).
4. Connectivity Service Support: Vendor must provide service support to coordinate installation of Contract Items with WVSU personnel.
5. Certification Requirement: Service representatives must be full time employees of the Vendor or of a subcontracted party designated by the Vendor in writing. All service

representatives must be factory trained technicians. WVSU reserves the right to request proof of certification at any time.

6. Replacement Units: Vendor shall provide a temporary replacement copier, at no charge, if the WVSU copier is estimated to be down for sixteen (16) consecutive working hours or longer for repair. Temporary replacement copier shall be of comparable size and functionality as the copier being replaced. WVSU 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.
7. Requirement: Vendor must respond to all requests for services within sixty (60) Response minutes by phone call of WVSU request and be on site to complete the repair within four (4) working hours of the request throughout the term of this Contract. 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 4:30 PM EST), Monday through Friday, except for State holidays.
8. Service Term Requirement: Vendor must agree to service the equipment for a service period not to exceed eight (8) years per the Term and Conditions.

		West Virginia State University Procurement Office PO Box 368 Institute, WV 25112		Request for Bid Addendum-#1 Bid # RFB-WVSU24001 Buyer: Jerry Rush	
Vendor Name: KOMAX Business Systems Vendor Address: 500 D St., S. Charleston, WV 25303 Vendor Phone: 304-744-7440 Vendor Fax: 304-744-7450 Vendor FEIN/SSN: 55-0767809 Vendor Point of Contact: Shaun Shamblin					
DATE: 04/08/24		BID OPENING: 2:30 pm on April 12, 2024			
Item #	Quantity	Description	Unit Price	Extended Price	
		ADDENDUM #1 Addendum 1 is issued for the following reasons: 1. Extend Bid Opening Date to 4/12/2024 No other changes			
Total					
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.					
			Bidder's name <u>KOMAX Business Systems</u> Title <u>Robert Maxwell - Owner</u> Signature <u></u> Street address <u>500 D St.</u> City/State <u>S. Charelston, WV 25303</u> Date <u>4/11/2024</u> Phone <u>304-744-7440</u>		

To receive consideration for award, the bid must be submitted on this form in Original and (1) copy, signed in full ink, and received by the WVSU purchasing department to have a date/time stamp affixed, on or before the date and time shown for the bid opening.

Bids are subject to the terms and conditions on the WV-96 form.

It is the policy of West Virginia State University to administer all university actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veteran's status or sexual orientation as identified and defined by law. The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above. WVSU complies with the requirements of the nondiscrimination clauses set out by the Code of Federal Regulations Title 41, Parts 60-1.4(a)(7) (equal opportunity clause), 60-250.4(m) (affirmative action for veterans), and 60-741.4(f) (affirmative action for persons with disabilities).

SOLICITATION NAME: WVSU Commercial Printing Equipment
SOLICITATION NO: RFB WVSU24001
ADDENDUM NO: No. 01

The purpose of this addendum is to modify the solicitation identified above 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 pre-bid sign-in sheet
- Correction of error
- Other:

Description of Modification to Solicitation

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

1. Extend Bid Opening Date to 4/12/2024

NO OTHER CHANGES.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WVSU RFB24001

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 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 Business Systems


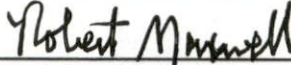
Company


Authorized Signature

4/11/2024

Date

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

 WEST VIRGINIA STATE UNIVERSITY		West Virginia State University Procurement Office PO Box 368 Institute, WV 25112		Request for Bid Addendum-#2 Bid # RFB-WVSU24001 Buyer: Jerry Rush	
Vendor Name: KOMAX Business Systems Vendor Address: 500 D. St., S. Charleston, WV 25303 Vendor Phone: 304-744-7440 Vendor Fax: 304-744-7450 Vendor FEIN/SSN: 55-0767809 Vendor Point of Contact: Shaun Shamblin					
DATE: 04/11/24		BID OPENING: 2:30 pm on April 12, 2024			
Item #	Quantity	Description	Unit Price	Extended Price	
		ADDENDUM #2 Addendum #2 is issued for the following reasons: 1. To Answer Technical Questions No other changes			
Total					
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.					
			Bidder's name <u>KOMAX Business Systems</u> Title <u>Robert Maxwell - Owner</u> Signature <u></u> Street address <u>500 D St.</u> City/State <u>S. Charleston, WV 25303</u> Date <u>4/11/2024</u> Phone <u>304-744-7440</u>		

To receive consideration for award, the bid must be submitted on this form in Original and (1) copy, signed in full ink, and received by the WVSU purchasing department to have a date/time stamp affixed, on or before the date and time shown for the bid opening.

Bids are subject to the terms and conditions on the WV-96 form.

It is the policy of West Virginia State University to administer all university actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veteran's status or sexual orientation as identified and defined by law. The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above. WVSU complies with the requirements of the nondiscrimination clauses set out by the Code of Federal Regulations Title 41, Parts 60-1.4(a)(7) (equal opportunity clause), 60-250.4(m) (affirmative action for veterans), and 60-741.4(f) (affirmative action for persons with disabilities).

SOLICITATION NAME: WVSU Commercial Printing Equipment
SOLICITATION NO: RFB WVSU24001
ADDENDUM NO: No. 02

The purpose of this addendum is to modify the solicitation identified above 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 pre-bid sign-in sheet
- Correction of error
- Other:

Description of Modification to Solicitation

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

1. Attachment of vendor questions and responses

NO OTHER CHANGES.

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.

VENDOR QUESTIONS FOR BID # WVSU24001

Questions on Contract Item # 1

1.) The Canon V900 doesn't have the vacuum feed drawers. Canon utilizes a Friction and air assist. Would this be acceptable?

Answer (1): No.

2.) The Canon V900 supports up to 350gsm with the Friction & Air Assist. Would this be acceptable? From the Specifications of the Konica Website, the C7090 only does 400 gsm. See attachment.

Answer (2): No.

3.) The Canon V900 doesn't use Konica's 4-edge trimming, or the creasing direction and cross direction perforation with intelligent media sensor. Canon does utilize a two-knife set with a Square Fold Booklet maker. Would this be acceptable?

Answer (3): No.

4.) Please define what a business card tray is? We have trays that you can run the card stock and then use a cutter to cut the cards. I don't believe it would be to your advantage to run individual cards one at a time due to the click charge. It would make sense to run a sheet with multiple cards at one time.

Answer (4): The business card tray option is not for running single cards. The tray allows you to print multiple cards on a larger sheet, but the machine will trim them to finished size.

5.) We do not support Envelopes with the Canon V900. But we would provide a separate unit that is made for envelopes if that is acceptable?

Answer (5): No.

6.) Could you provide what the current monthly volume is currently? While Canon can provide a unit that is rated for 2,400,000 monthly volumes, the unit that we would like to submit is only rated for 500,000 monthly impressions.

Answer (6): Our volume varies month to month. To meet the needs of the university we feel we need a machine that can produce at the level of the Konica Minolta AccurioPress C7090.

Question on Contract Item # 2

1.) The Canon varioPRINT 140 has an Auto Document Feeder that handles 250 originals. Is that acceptable?

Answer (1): No.

2.) The Canon varioPRINT 140 supports media up to 300gsm with paper sizes 8.0" x 8.0" to 12.6" x 19.2". Is that acceptable?

Answer (2) Yes.

3.) Could you provide what the current monthly volume is currently? The Canon varioPRINT 140 supports a monthly copy volume of 2,300,000 monthly impressions. Would that be acceptable?

Answer (3): Our volume varies month to month. To meet the needs of the university we feel we need a machine that can produce at the level of the Konica Minolta AccurioPress 7136.

4.) The Canon varioPRINT 140 comes standard with a PRISMAsync controller that is very comparable in features to the Fiery Rip. This is a very user friendly and easy to use RIP. References of other Locations locally can be provided. Would this be an acceptable RIP?

Answer (4): No.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWSU RFB24001

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:

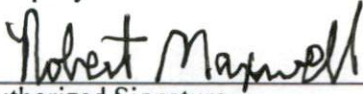
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 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 Business Systems

Company



Authorized Signature

4/11/2024

Date

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

West Virginia State University

EXHIBIT A-PRICING PAGE

Digital High Production Color and Monochrome Printers

Item	Item Description	UNIT	Quantity	Unit Price	Extended Price
1	Konica Minolta AccurioPress C7090 or Equal	EA	1	\$109,550.00	
2	Konica Minolta AccurioPress C7090 or Equal-Color Click Charges	Per Click	1	\$0.038	
2	Konica Minolta AccurioPress C7090 or Equal-Monochrome Click Charges	Per Click	1	\$0.0088	
3	Konica Minolta AccurioPress 7136 or Equal	EA	1	\$58,420.00	
4	Konica Minolta AccurioPress 7136 or Equal-Monochrome Click Charges	Per Click	1	\$0.0033	

NOTE: THE VENDOR SHOULD PROVIDE COMPLETE EQUIPMENT SPECIFICATION IF BIDDING AN "OR EQUAL" ITEM

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: WV SU
By: [Signature]
Printed Name: Jerry Rus
Title: CPO
Date: 4/15/24

Vendor: KOMAX Business Systems
By: [Signature]
Printed Name: Robert Maxwell
Title: Owner
Date: 4/8/2024

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

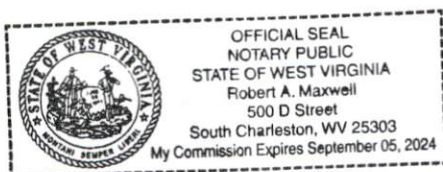
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: KOMAX Business SystemsAuthorized Signature: Robert Maxwell Date: 4/8/2024State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 8 day of April, 2024.My Commission expires September 5, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Robert A. Maxwell

Purchasing Affidavit (Revised 07/01/2012)



RECEIVED

Date	4/12/24
Time	1:47

Purchasing

SEALED BID: HIGH PRODUCTION PRINTERS

BUYER: JERRY RUSH

BID#: RFB-WVSU24001

OPENING DATE: 4/12/2024

OPENING TIME: 2:30 PM

FAX NUMBER: KOMAX BUSINESS SYSTEMS 304-744-7450

West Virginia State University

Bid Tabulation

WSC Project Number: WVSU 24001

WSC Project Description: High Production Printers

Bid Opening Date and Time: 04/12/2024 at 2:30 P.M.



4/12/24

Bidder's Name		Base Bid
Komax Business Systems	\$167,970.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	CONTACT NAME: Susan Gillenwater PHONE (A/C, No, Ext): (304) 720-2000 FAX (A/C, No): (304) 720-2002 E-MAIL ADDRESS: sgillenwater@mountainstateinsurance.com																					
INSURED Komax, LLC 500 D St South Charleston WV 25303-3110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Westfield</td> <td>24112</td> </tr> <tr> <td>INSURER B :</td> <td>Swiss Re Corporate Solutions America Insurance</td> <td>16658</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Westfield	24112	INSURER B :	Swiss Re Corporate Solutions America Insurance	16658	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :	Swiss Re Corporate Solutions America Insurance	16658																				
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** CL241428462 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			375157Q	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Comm Gen Liab \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			375157Q	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber			C-4MF7-099141-CYBER-2023	01/01/2024	01/01/2025	Network and Information \$5,000,000 Regulatory Defense and Multimedia Content \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Verification of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

KOMAX, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	6/11/1999		6/11/1999	Domestic	Profit		6/11/2029	

Organization Information			
Business Purpose	8112 - Other Services (except Public Administration) - Repair and Maintenance - Electronic and Precision Equipment Repair and Maintenance (consumer electronics, computer, office machine, communications)		Capital Stock
Charter County	Kanawha	Control Number	12870
Charter State	WV	Excess Acres	
At Will Term	T	Member Managed	MBR
At Will Term Years	30	Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses

Type	Address
Designated Office Address	500 D STREET SOUTH CHARLESTON, WV, 25303
Mailing Address	500 D STREET SOUTH CHARLESTON, WV, 25303
Notice of Process Address	ROBERT B. MAXWELL, JR. 500 D STREET SOUTH CHARLESTON, WV, 25303
Principal Office Address	500 D STREET SOUTH CHARLESTON, WV, 25303 USA
Type	Address

Officers

Type	Name/Address
Member	ROBERT B MAXWELL JR 678 TROTTERS LANE CHARLESTON, WV, 25312
Member	KIM SYKES 2 KAREN LN SAINT ALBANS, WV, 251779747
Member	ROBERT A. MAXWELL 280 TROTTERS LANE CHARLESTON, WV, 25312
Organizer	ROBERT B. MAXWELL, JR. 128 POPLAR POINT E. POCA, WV, 25159
Organizer	PHILIP A. ASSEFF & 2 OTHERS 2933 MACON STREET SOUTH CHARLESTON, WV, 25303
Type	Name/Address

Date	Amendment
1/30/2017	REMOVED MEMBER REBECCA OFFUTT AND UPDATED ROBERT MAXWELLS' ADDRESS TO 678 TROTTERS LANE CHARLESTON 25312
Date	Amendment

Annual Reports

Filed For

2023

2022

2021

2020

2019

2018

2017

2016

2015

2014

2013

2012

2011

2010

2009

2008

2007

2006

2005

2004

2003

2002

2001

2000

Date filed

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For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, April 16, 2024 — 3:24 PM

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Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
00000210165	KOMAX BUSINESS SYSTEMS LLC		Active	Inactive	
✓ 00000210166	KOMAX LLC		Active	Inactive	

From 1 to 2 of 2 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

General Info

Vendor/Customer: 00000210166
 Legal Name: KOMAX LLC
 Alias/DBA:
 Vendor Active Status: Active
 Vendor Approval Status: Complete
 Customer Active Status: Inactive
 Customer Approval Status: Incomplete
 Location Name:
 First Name:
 Middle Name:
 Last Name:
 Company Name: KOMAX LLC
 Previous Name:
 Previous Street:
 Previous City:
 Previous State/Province:
 Previous Country:

Restrict Use by Department:
 Miscellaneous Account:
 Internal Account:
 Third Party Only:
 Third Party Vendor:
 Third Party Customer:
 Inventory Customer:
 Healthcare Provider:
 Never Archive:
 Restrict VSS Access: No
 Discontinue - No New Business:
 Prevent MA Reference:
 PunchOut Enabled:
 Re-PunchOut Enabled:
 Electronic Order Enabled:
 W-9 Received:
 W-9 Received Date:
 W-8 Received:
 W-8 Received Date:
 Accepts Credit Cards:
 Active From: 01/01/1999
 Active To:
 Last Usage Date: 04/15/2024
 Department:
 Unit:

Headquarters

Headquarters Account: Yes
 Headquarters Account Code: 00000210166
 Headquarters Account Legal Name: KOMAX LLC
 Franchise Account:
 Web Address http://:
 Catalog DUNS:
 Catalog Extended DUNS:
 Catalog Unique Entity Identifier:
 Taxpayer ID Number: *****7809
 Taxpayer ID Number Type: EIN

Organization

Organization Type: Company
 1099 Classification: Corporation
 1042-S Ch. 3 Recipient Code:
 1042-S Ch. 4 Status Code:
 Number of Employees:
 Merchant ID:
 Sex:
 Date of Birth:
 Marital Status:
 Annual Income:
 IRS Country of Residence:
 IRS Country Sub Code:
 Contract Withholding Exempt:
 National Provider ID:
 Assigning Authority:
 CAGE Code:
 Permanent Staffed Office in State:

1099 Indicator: No
 1042-S Indicator:
 Taxpayer ID Number: 550767809
 Taxpayer ID Number Type: EIN
 Detailed TIN Type:
 Foreign Tax ID:
 GIIN:
 1042-S Recipient Account Number:
 W-8 Form:
 Tax Profile: NOTAX
 Tax Profile Name: No Tax
 EBIC Number:
 IAEC Number:
 Web Address http://:
 Employee ID:
 Employee Status:
 Supplier Shared Secret:

Disbursement Options

Category: DIRC
 Description: Direct Payments
 Default Type: Check
 Default Priority: 99
 Default Format: REG
 Default Format Description:
 Scheduled Payment Day:
 Single Payment Indicator:
 Name on Check: Legal Name
 Eligible for VCA Payments:
 VCA Effective From Date:
 VCA Effective To Date:
 VCA Primary Email:
 VCA Secondary Email:

Hold Payment:
 Hold Payment Authorized By:
 Hold Payment Authorized On:
 Hold Reason:
 Prevent New Spending:
 Prevent New Orders: Not Active
 Third Party Code:
 Third Party Name:
 Third Party Approved By:
 Third Party Approved On:

VCA Comments :

Third Party Reason :

Always Infer Third Party Vendor :

Third Party Address ID :



▼ Prenote/EFT

Generate EFT Payment :	EFT Format :
ABA Number :	EFT Format Description :
Bank Name :	EFT Status :
Account Type :	Last Status Change :
Account Number :	EFT Status Description :
Routing ID Number :	
Bank Phone Number :	
Prenote Requested Date :	Prenote Return Reason Explanation :
Prenote Return Reason :	
Prenote Return Reason Message :	
Foreign Correspondent Bank Name :	W-9 Mailing Date : 02/25/2000
Foreign Correspondent Bank Branch Country Code :	W-9 Response Date : 07/15/2010
Account Number Linkage to Provider Identifier :	
Reason for Submission :	

▼ Remittance Advice

Remittance Advice Required :

Remittance Advice Format :

Remittance Advice Format Description :

Remittance Advice Transmission Mode :

▼ Vendor Terms

Number of Days 1 :	Number of Days 3 :
Discount Percent 1 :	Discount Percent 3 :
Discount Always 1 :	Discount Always 3 :
Number of Days 2 :	Number of Days 4 :
Discount Percent 2 :	Discount Percent 4 :
Discount Always 2 :	Discount Always 4 :

▼ Accounts Receivable

Default Receipt Type :	Bill Headquarters :
Default Billing Profile :	Bankruptcy :
Cost Accounting Funding Type :	Central Statement BPRO :
Credit/Debit Card Type :	Central Statement Billing Location :
Credit/Debit Card Number :	Central Statement Address ID :
Name on Card :	Suppress Central Statement :
Credit/Debit Card Expiration Month :	Suppress Central Past Due Statement :
Credit/Debit Card Expiration Year :	

▼ eMALL

DUNS : 081510682	Preferred Ordering Method :
Extended DUNS :	Pcard Acceptance Level :
Unique Entity Identifier :	Create Certification Document :
Internet Catalog :	Vendor Preference Level : 99
VSS Registered :	

▼ Location Information

Verify My Locations by : Create My Own

Vendor Verification Based On : Migrated vendor accounts ha

Vendor Verification Password :

Send Activation Code :

Activation Email Address :

Activation Code :

Confirm Activation Code :

Requestor Name :

Requestor Phone Number :

Confirm Verifications :

► Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 11/10/2023	Unemployment Insurance :
Registration Effective Date : 11/26/2023	Worker's Compensation :
Registration Expiration Date : 11/25/2024	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

► Executive Compensation

▼ Additional Information

Miscellaneous Field 1 :	Miscellaneous Flag 1 :
Miscellaneous Field 2 :	Miscellaneous Flag 2 :
Miscellaneous Field 3 :	Miscellaneous Flag 3 :
Miscellaneous Field 4 :	
Miscellaneous Field 5 :	
Miscellaneous Field 6 :	

Miscellaneous Field 7 :

▼ Travel

Traveler :
Travel Policy : 
Allow Traveler Advances :
PCard ID : 

▼ Change Management

Created By : conversion
Conversion User
Created On : 06/03/2014
Last Approved By : montantezga1
Gail K Montantez
Last Approved On : 11/05/2018
Date Registered : 06/03/2014

Last Modified By : montantezga1
Gail K Montantez
Last Modified On : 11/05/2018
Comments : Removed PNO Hold (Disclosures Added / Pd
Online11/27/18) 11/5/18

[Top](#)

CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

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Important Reqs and Certs Update Show Details

Mar 1, 2024



See All Alerts

Entity Validation Processing Show Details

Apr 2, 2024



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Search Results

Saved Searches



Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- Any Words (i)
- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

"KOMAX BUSINESS SYSTEMS LLC" x

- Classification v
- Excluded Individual v
- Excluded Entity v
- Federal Organizations v
- Exclusion Type v
- Exclusion Program v
- Location v
- Dates v

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WVSU FISCAL AFFAIRS

www.wvstateu.edu/about/administration/business-and-finance/purchasing-and-accounts-payable

FISCAL AFFAIRS

The mission of the Fiscal Affairs office is to provide quality service in all areas for which we are responsible.

The Fiscal Affairs office is dedicated to supporting the instruction, research, and strategic mission of West Virginia State University by providing objective, accurate and timely information, analysis and advice to inform the decision-making and resource allocation process and promote financial health and security for academic and auxiliary operations.

The Fiscal Affairs office provides support for Accounts Payable, P-Card, Budget and Financial Accounting, and Procurement operations.

∨ Accounts Payable

∧ Bids and Requests

RFQ WVSU2401 - Commercial Printing Equipment

RFQ Number: WVSU24001

- **Bids Due by 4/9/24 at 2:30 p.m. EST WVSU Business Office ATTN: Jerry Rush 301 Ferrell Hall, Institute, WV 25112.**
- **Addendum Published: 04/08/2024**
- **Revised Bid Opening Date: 04/12/2024**

WVHEPC-Business & Finance

www.wvhepc.edu/resources/purchasing-and-finance

RFB WVSU24001 Commercial
Printing Equipment
RFB WVSU24001 Addendum
1.3

WV State University
Request for Bids - Commercial Printing Equipment.

WVSU Business Office ATTN: Jerry Rush 301 Ferrell Hall, Institute, WV 25112.

UPDATED: Proposal Due Date: April 12, 2024 by 2:30PM
ESDT



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [WWSU24001]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Jerry Rush Director of Purchasing	WWSU		04/18/2024