



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

# Request for Quotation

RFQ NUMBER

INKCRT07

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETTY FRANCISCO  
304-558-0468

\*412154853 304-617-4181  
OFFICE MAX INC  
SET TO PURGE  
404 GREEN OAK DRIVE  
HUNTINGTON WV 25705

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ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/25/2006				

BID OPENING DATE:

10/24/2006

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR AN OPEN-END STATEWIDE CONTRACT TO PROVIDE PRINTER CARTRIDGES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
MANDATORY PRE-BID: A MANDATORY PRE-BID WILL BE HELD AT THE PURCHASING DIVISION, BUILDING 15, 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305; OCTOBER 11, 2006, 11:00 AM. FAILURE TO ATTEND THE PRE-BID WILL AUTOMATICALLY DISQUALIFY A VENDOR FROM BEING AWARDED A CONTRACT.						
0001	1	EA		966-24-01-001		\$832,523.11
COMPUTER LASER CARTRIDGES, INKJETS & RIBBONS						
BIDDERS MUST BID ACTUAL NEW CARTRIDGES; REMANUFACTURED, "COMPATIBLE" OR OTHER USED ARE NOT PERMITTED. BIDDERS MUST CERTIFY THAT THEIR BID COVERS ONLY NEW UNITS. PRODUCTS THAT HAVE BEEN REBUILT WITH "NEW" MATERIAL DO NOT QUALIFY FOR THIS CONTRACT. ALL ITEMS BID MUST BE ORIGINAL MANUFACTURER BRAND SPECIFIED.						
BIDDERS MUST SIGN THE PRICING SCHEDULE VERIFYING THE ITEMS BID MEET THE SPECIFICATIONS. BIDS RECEIVED WITHOUT THIS SIGNATURE VALIDATION MAY BE DISQUALIFIED. BIDDERS ARE REQUESTED TO TYPE THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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<p>INFORMATION ON THE PRICING PAGES. THIS IS AN EXCEL DOCUMENT AND IS AVAILABLE BY SENDING AN E-MAIL REQUEST TO: BFRANCISCO@WVADMIN.GOV</p> <p>ALL PRICES INCLUDE ALL SHIPPING CHARGES TO ANY LOCATION WITHIN WEST VIRGINIA. THERE IS NO MINIMUM ORDER.</p> <p>ITEM(S) MUST BE DELIVERED TO THE ORDERING LOCATION WITHIN 24 HOURS AFTER RECEIPT OF THE ORDER.</p> <p>THE CONTACT PERSON FOR THIS CONTRACT IS: NAME: ADDRESS: TELEPHONE NUMBER: FAX NUMBER:</p> <p>PRICES ARE PER THE ATTACHED PRICING PAGES. ATTACHMENTS: 1. PRICING SCHEDULE INKCRT07 2. AFFIDAVIT</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON , AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.						

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THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I						

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	WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR					
	( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.					
	B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:					
	( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;					
	OR					
	( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA					

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<p>WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING.</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>MANDATORY PRE-BID: OCTOBER 11, 2006, 11:00 AM LOCATION: 2019 WASHINGTON STREET, E CHARLESTON, WV 25305 PURCHASING DIVISION BUILDING 15</p>						

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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----BETTY L. FRANCISCO - FILE 42-----						
RFQ. NO.:-----INKCRT07-----						
BID OPENING DATE:---TUESDAY, OCTOBER 24, 2006-----						
BID OPENING TIME:---1:30 P.M.-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-529-0664-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Valerie Sellards-----						
***** THIS IS THE END OF RFQ INKCRT07 ***** TOTAL: \$ 832523.11						

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WV-36a	STATE OF WEST VIRGINIA <b>PURCHASING CONTINUATION SHEET</b>	Buyer:	Page	Req. or P. O. No.:
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Vendor: <u>OfficeMax, Inc.</u>	Spending Unit:
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Requisition No.: DNKCR07

### ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum No.'s:**

No. 1 yes Vd

No. 2 yes Vd

No. 3 \_\_\_\_\_

No. 4 \_\_\_\_\_

No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

*[Signature]*  
Signature

OfficeMax Inc.  
Company

10-31-06  
Date

**OfficeMax**

CONFIDENTIAL INFORMATION OF OFFICEMAX. THIS DOCUMENT MAY NOT BE COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE EXPRESS WRITTEN CONSENT OF OFFICEMAX.

Schedule INKCR707 - BID OPENING 10/31/2006

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
<b>Hewlett Packard</b>									
1	51626A	50	26.87	1343.5	S151626A	HEWLETT PAC	CARTRIDGE, PRNT, BK, DSKJET	851 EA \$	39.230
2	51629A	90	26.87	2418.3	S151629A	HEWLETT PAC	CARTRIDGE, BLK, INKJET	851 EA \$	35.990
3	51641A	50	27.62	1381	S151641A	HEWLETT PAC	CTG, DSKJT, 850C, 855, MULTI	852 EA \$	40.320
4	51645A	600	24.65	14790	S151645A	HEWLETT PAC	CTG, DESKJET, 850C, 855, BK	852 EA \$	35.990
5	51649A	90	27.69	2492.1	S151649A	HEWLETT PAC	CARTRIDGE, TRI-COLOR	852 EA \$	36.990
6	92274A	70	84.41	5908.7	S192274A	HEWLETT PAC	TONER, CARTRIDGE, LJ4L, 4ML	824 EA \$	141.870
7	92291A	85	109.37	9296.45	S192291A	HEWLETT PAC	TONER, HPLJ, 351, 4SI	EA \$	173.600
8	92298A	45	87.42	3933.9	S192298A	HEWLETT PAC	TONER, HP LJ4/5, 6800 YLD	824 EA \$	146.920

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
9	C1823D	99	27.39	2711.61	S1C1823D	HEWLETT	PACCTG,PRINT,INKJET,TRICLR	851 EA \$	39.990
10	C3900A	35	124.3	4350.5	S1C3900A	HEWLETT	PAC TONER,LASERJET,4V-4MV	824 EA \$	216.170
11	C3903A	50	73.97	3698.5	S1C3903A	HEWLETT	PAC TONER,LASERJET,5P,5MP	824 EA \$	125.380
12	C3906A	50	56	2800	S1C3906A	HEWLETT	PAC TONER,LSRJ,HP5L&6L,1/CT	824 EA \$	94.910
13	C3909A	70	158.2	11074	S1C3909A	HEWLETT	PAC TONER,HP LJ,5S/5SIMX	824 EA \$	268.130
14	C4092A	60	48.68	2920.8	S1C4092A	HEWLETT	PACLSR TONER,BLK,2,500 PG YIELD	824 EA \$	82.500
15	C4096A	55	82.55	4540.25	S1C4096A	HEWLETT	PACCTG,TONER,LSR,2100 SRS	824 EA \$	139.920
16	C4127X	100	105.07	10507	S1C4127X	HEWLETT	PAC TONER,LSR,10KYL,4000/4050	824 EA \$	178.080
17	C4129X	70	134.84	9438.8	S1C4129X	HEWLETT	PAC TONER,5000/N/GN,ULTRAP,BK	824 EA \$	228.540
18	C4151A	40	146.79	5871.6	S1C4151A	HEWLETT	PACLSR TONER,MGNTA,8,500 PG YIELD	827 EA \$	233.000

State of West Virginia

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
19	C4152A	40	146.69	5867.6	S1C4152A	HEWLETT	PAQLSR TONER,YEL,8,500 PG YIELD	827 EA \$ 233.000	
20	C4153A	40	130.41	5216.4	S1C4153A	HEWLETT	PAQLSR DRUM KIT,YIELDS 50,000 BLK 12,500 COL	827 EA \$ 207.000	
21	C4154A	15	335.44	5031.6	S1C4154A	HEWLETT	PAQLSR TRANSFR KIT,YIELDS 150,000 PAGES BLK,	EA \$ 532.450	
22	C4155A	15	270.96	4064.4	S1C4155A	HEWLETT	PAQLSR FUSR,110V,100,000 YIELD	EA \$ 430.100	
23	C4182X	45	156.41	7038.45	S1C4182X	HEWLETT	PAQLSR TONER,20,000 PG YIELD	824 EA \$ 262.880	
24	C4191A	60	71.27	4276.2	S1C4191A	HEWLETT	PAQ TONER,LSJ 4500,BLACK	827 EA \$ 119.780	
25	C4192A	60	103.43	6205.8	S1C4192A	HEWLETT	PAQCTG,LSRJ,CLR,LJ4500,CYN	827 EA \$ 173.840	
26	C4193A	60	103.43	6205.8	S1C4193A	HEWLETT	PAQCTG,MAGENTA,LSRJ,LJ4500	827 EA \$ 173.840	

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI PA GE	U O M	LIST PRICE
27	C4194A	60	103.43	6205.8	S1C4194A	HEWLETT	PAC TONER,LSJ 4500,YELLOW	827	EA	\$ 173.840
28	C4195A	80	68.12	5449.6	S1C4195A	HEWLETT	PAC DRUM,KIT,C4191A,C4192A,C	827	EA	\$ 114.480
29	C4196A	30	179.15	5374.5	S1C4196A	HEWLETT	PAC LSR TRANSFR KIT,YIELDS 100,000 PAGES BLK	827	EA	\$ 301.090
30	C4197A	20	210.11	4202.2	S1C4197A	HEWLETT	PAC LSR FUSR,110V,YIELDS 100,000 PAGES BLK 5		EA	\$ 333.500
31	C4800A	80	27.39	2191.2	S1C4800A	HEWLETT	PAC CTG,PRINTHD,#10,INKJT,BK	854	EA	\$ 39.990
32	C4801A	80	27.39	2191.2	S1C4801A	HEWLETT	PAC CTG,PRINT,#10,INKJT,CYAN	854	EA	\$ 39.990
33	C4802A	80	27.39	2191.2	S1C4802A	HEWLETT	PAC CTG,PRINTHD,#10,INKJT,MA	854	EA	\$ 39.990
34	C4803A	85	27.39	2328.15	S1C4803A	HEWLETT	PAC CTG,PRINTHD,#10,INKJT,YW	854	EA	\$ 39.990
35	C4804A	85	52.79	4487.15	S1C4804A	HEWLETT	PAC CTG,INK,HP 3000/DN,CYN		EA	\$ 76.990

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI PA GE	U O M	LIST PRICE
36	C4805A	80	52.79	4223.2	S1C4805A	HEWLETT PAC	CTG, INK, HP 3000/DN, MA		EA	\$ 76.990
37	C4806A	80	52.79	4223.2	S1C4806A	HEWLETT PAC	CTG, INK, YW, HP 3000/DN		EA	\$ 76.990
38	C4810A	85	27.39	2328.15	S1C4810A	HEWLETT PAC	INKJET, PRINTHEAD, HP11, BK		854 EA	\$ 39.990
39	C4811A	40	27.39	1095.6	S1C4811A	HEWLETT PAC	INKJET, PRINTHEAD, HP11, CY		854 EA	\$ 39.990
40	C4812A	40	27.39	1095.6	S1C4812A	HEWLETT PAC	INKJET, PRINTHEAD, HP11, MA		854 EA	\$ 39.990
41	C4813A	40	27.39	1095.6	S1C4813A	HEWLETT PAC	INKJET, PRINTHEAD, HP11, YW		854 EA	\$ 39.990
42	C4841A	40	26.71	1068.4	S1C4841A	HEWLETT PAC	HP CYAN INK CART FOR-HP2000 SER 1830PG C		854 EA	\$ 38.990

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
43	C4842A	40	26.71	1068.4	S1C4842A	HEWLETT PAC HP YEL INK CART FOR-HP2000 SER 1830PG CA		854 EA \$	38.990
44	C4843A	40	26.71	1068.4	S1C4843A	HEWLETT PAC HP MGNTA INK CART-HP2000 SER 1830PG CAP		854 EA \$	38.990
45	C4844A	45	26.71	1201.95	S1C4844A	HEWLETT PAC HP BLK INK CART FOR-HP2000 SER 1430PG CA		850 EA \$	38.990
46	C4921A	40	27.39	1095.6	S1C4921A	HEWLETT PAC CTG, NO. 14, PRNTHHEAD, CYN		850 EA \$	39.990
47	C4922A	40	27.39	1095.6	S1C4922A	HEWLETT PAC CTG, NO. 14, PRNTHHEAD, MA		850 EA \$	39.990
48	C4923A	40	27.39	1095.6	S1C4923A	HEWLETT PAC CTG, NO. 14, PRNTHHEAD, YW		850 EA \$	39.990
49	C5010AN	80	23.67	1893.6	S1C5010DN	HEWLETT PAC INKJT CTG, COL, #14, 23 ML, 470 PG YIELD		850 EA \$	34.550
50	C5011AN	85	17.84	1516.4	S1C5011DN	HEWLETT PAC INKJT CTG, BLK, #14, 26 ML, 830 PG YIELD		850 EA \$	26.050

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
51	C5023A	60	56.85	3411	S1C5023A	HEWLETT PAC	CTG,PRNTHD,HP 3000,BK	EA \$	82.990
52	C5024A	60	56.85	3411	S1C5024A	HEWLETT PAC	CTG,PRNTHD,HP 3000,CY	EA \$	82.990
53	C5025A	60	56.85	3411	S1C5025A	HEWLETT PAC	CTG,PRNTHD,HP 3000,MA	EA \$	82.990
54	C5026A	65	56.85	3695.25	S1C5026A	HEWLETT PAC	CTG,PRNTHD,HP 3000,YW	EA \$	82.990
55	C6578AN	300	47.44	14232	S1C6578AN	HEWLETT PAC	INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	853 EA \$	72.990
56	C6578DN	310	27.39	8490.9	S1C6578DN	HEWLETT PAC	CTG,#78 COLOR,INKJET	853 EA \$	39.990
57	C6614DN	200	25.49	5098	S1C6614D	HEWLETT PAC	NO.20 BLK INKJT CTG FOR DJ610C DJ612C CO	851 EA \$	33.990
58	C6615DN	140	23.28	3259.2	S1C6615DN	HEWLETT PAC	NO.15 BLK INKJT CTG FOR HP DSKJT 810C &	851 EA \$	33.990



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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MATERIAL PAUSE	LIST PRICE
59	C6625AN	90	26.26	2363.4	C9C6625AN	TECH DATA INC	NO 17 INK CART TRI-COL-DJ 840C 842C	EA	\$ 36.990
60	C6628AN	80	26.87	2149.6	S1C6628A	HEWLETT PACCTG,PRINT,INKJET,NO19,BK		851 EA	\$ 39.230
61	C6656AN	420	16.47	6917.4	S1C6656AN	HEWLETT PACCTG,INK,56,BK,DJ,5550/51		852 EA	\$ 24.050
62	C6657AN	215	27.39	5888.85	S1C6657AN	HEWLETT PACCTG,INK NO 57,P100 3CLR		852 EA	\$ 39.990
63	C6658AN	105	20.1	2110.5	S1C6658AN	HEWLETT PACCTG,INK,58,PHOTO,HP7150		852 EA	\$ 29.350
64	C7115A	120	51.09	6130.8	S1C7115A	HEWLETT PACLSR,TONER,HP1200/1220		824 EA	\$ 85.860
65	C8061X	145	105.96	15364.2	S1C8061X	HEWLETT PACTONER,SMART,4100N,10KYL		825 EA	\$ 178.080
66	C8543X	75	228.94	17170.5	S1C8543X	HEWLETT PACTONER,LASER,9000/SERIES		825 EA	\$ 364.780
67	C8727AN	125	15.1	1887.5	S1C8727AN	HEWLETT PACCTG,INK NO 27,BK DJ3320		851 EA	\$ 22.050
68	C8728AN	110	17.71	1948.1	S1C8728AN	HEWLETT PACCTG,INK NO 28,3-CLR 3320		851 EA	\$ 25.850

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
69	C9700A	50	72.79	3639.5	S1C9700A	HEWLETT PACTONER,SMART,LJ2500,BK		826 EA	\$ 115.540
70	C9701A	50	87.68	4384	S1C9701A	HEWLETT PACTONER,SMART,LJ2500,CY		826 EA	\$ 139.180
71	C9702A	55	87.68	4822.4	S1C9702A	HEWLETT PACTONER,SMART,LJ2500,YW		826 EA	\$ 139.180
72	C9703A	50	87.68	4384	S1C9703A	HEWLETT PACTONER,SMART,LJ2500,MA		826 EA	\$ 139.180
73	C9704A	50	152.26	7613	S1C9704A	HEWLETT PACDRUM,IMAGING,LJ2500		826 EA	\$ 241.680
74	C9720A	60	128.66	7719.6	S1C9720A	HEWLETT PACLASER,CTG,LJ,4600 SMART		827 EA	\$ 216.240
75	C9721A	60	174.07	10444.2	S1C9721A	HEWLETT PACTONER,CTG,LJ,4600 SMART,CY		827 EA	\$ 292.560
76	C9722A	60	174.07	10444.2	S1C9722A	HEWLETT PACTONER,CTG,LJ,4600 SMART,YW		827 EA	\$ 292.560
77	C9723A	60	174.07	10444.2	S1C9723A	HEWLETT PACTONER,CTG,LJ,4600 SMART,MA		827 EA	\$ 292.560

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
78	C9730A	50	186.06	9303	S1C9730A	HEWLETT PACLSR TONER,BLK,13,000 PG YIELD		827 EA \$ 312.700	
79	C9731A	40	261.11	10444.4	S1C9731A	HEWLETT PACLSR TONER,CYAN,12,000 PG YIELD		827 EA \$ 438.840	
80	C9732A	40	261.11	10444.4	S1C9732A	HEWLETT PACLSR TONER,YEL,12,000 PG YIELD		827 EA \$ 438.840	
81	C9733A	40	261.11	10444.4	S1C9733A	HEWLETT PACLSR TONER,MGNTA,12,000 PG YIELD		827 EA \$ 438.840	
82	Q1138A	100	127.15	12715	S1Q1338A	HEWLETT PACLASERJET,GNUIN HP,Q1338A		825 EA \$ 213.700	
83	Q1339A	90	169.03	15212.7	S1Q1339A	HEWLETT PACLASERJET,GNUIN HP,Q1339A		825 EA \$ 284.080	
84	C4836A	45	26.71	1201.95	S1C4836A	HEWLETT PACINKJET,CTG,HP 11,CYAN		855 EA \$ 38.990	
85	C4837A	50	26.71	1335.5	S1C4837A	HEWLETT PACINKJET,CTG,HP 11,MAGENTA		855 EA \$ 38.990	

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MMA XI U PA O GE M	LIST PRICE
86	C4838A	30	26.71	801.3	S1C4838A	HEWLETT PACINKJET, CTG, HP 11, YELLOW		850 EA \$ 38.990	
87	C9362WN	65	12.58	817.7	S1C9362WN	HEWLETT PACCTG, HP#92, BLK, PRINT CTG		853 EA \$ 18.370	
88	C9361WN	70	16.1	1127	S1C9361WN	HEWLETT PACCTG, HP#93, TRICLR, PRINT		853 EA \$ 23.500	
89	C8766WN	70	19.56	1369.2	S1C8766WN	HEWLETT PACINKCART, #95 7ML, TRI COL		853 EA \$ 28.550	
90	C8767WN	95	24.69	2345.55	S1C8767WN	HEWLETT PACINKCART, #96 21ML, BK		853 EA \$ 36.050	
91	C9351AN	55	12.58	691.9	S1C9351AN	HEWLETT PACCTG, HP INK, BK, C9351AN		851 EA \$ 18.370	
92	C9352AN	60	14.49	869.4	S1C9352AN	HEWLETT PACCTG, HP22, TRI CLOR		851 EA \$ 21.150	
94	Q2670A	20	109.48	2189.6	S1Q2670A	HEWLETT PACCTG, HP CLJ3500,		826 EA \$ 184.000	
95	Q2671A	20	114.38	2287.6	S1Q2671A	HEWLETT PACCTG, LJ, 3500N, 3550N, CY		826 EA \$ 183.000	
96	Q2672A	20	114.38	2287.6	S1Q2672A	HEWLETT PACCTG, LJ, 3500N, 3550N, YW		826 EA \$ 183.000	
97	Q2673A	20	114.38	2287.6	S1Q2673A	HEWLETT PACCTG, LJ, 3500N, 3550N, MA		826 EA \$ 183.000	
98	Q3960A	30	69.32	2079.6	S1Q3960A	HEWLETT PACCTG, Q3960A, HY, BLACK, HP		826 EA \$ 115.540	
99	Q3961A	30	87.68	2630.4	S1Q3961A	HEWLETT PACCTG, HP, HP, CYAN, Q3961A		826 EA \$ 139.180	
100	Q3962A	30	87.68	2630.4	S1Q3962A	HEWLETT PACCTG, HP, HY, YW, Q3962A		826 EA \$ 139.180	



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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
111	12A1450	30	107.3	3219	S112A1450	LEXMARK INT	KIT,PHOTOCONDUCTR,1200N	836 EA	\$ 148,000
112	12A1451	30	154.43	4632.9	S112A1451	LEXMARK INT	CART, TONER, 1200N, MAGENTA	836 EA	\$ 213,000
113	12A1452	30	154.43	4632.9	S112A1452	LEXMARK INT	CART, TONER, 1200N, CYAN	836 EA	\$ 213,000
114	12A1453	30	154.43	4632.9	S112A1453	LEXMARK INT	CART, TONER, 1200N, YELLOW	836 EA	\$ 213,000
115	12A1454	30	112.52	3375.6	S112A1454	LEXMARK INT	CART, TONER, 1200N, BLACK	836 EA	\$ 155,200
116	12A1455	30	287.1	8613	S112A1455	LEXMARK INT	KIT,PHOTOCOND,TRI-COLOR	836 EA	\$ 396,000
117	1361750	15	132.68	1990.2	S11361750	LEXMARK INT	KIT,PHOTOCONDUCT,OPTRA	EA	\$ 183,000
118	1361751	15	76.42	1146.3	S11361751	LEXMARK INT	CTG,TONER,OPTRASC1275,BK	EA	\$ 105,400
119	1361752	15	71.05	1065.75	S11361752	LEXMARK INT	CTG,TONER,OPTRA1275,CYN	EA	\$ 98,000

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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
120	1361753	10	71.05	710.5	S11361753	LEXMARK INT	CTG, TONER, MA, OPTRASC1275	EA \$	98.000
121	1361754	15	71.05	1065.75	S11361754	LEXMARK INT	CTG, TONER, OPTRASC1275, YW	EA \$	98.000
122	1380950	20	272.16	5443.2	S11380950	LEXMARK INT	CART, LASERPRINT, 4039	835 EA \$	432.000
123	1382050	40	30.77	1230.8	S11382050	LEXMARK INT	CARTRIDGE, JETPTR, 2070, BK	EA \$	37.990
124	1382060	45	34.01	1530.45	S11382060	LEXMARK INT	CARTRIDGE, JETPTR2070, CLR	EA \$	41.990
125	1382150	100	284.76	28476	S11382150	LEXMARK INT	CARTRIDGE, PRINT, DIA-FINE	835 EA \$	452.000
126	1382925	110	186.48	20512.8	S11382925	LEXMARK INT	CTG, 17.6K, PRNT, S PREBTE	835 EA \$	296.000
127	08A0477	50	133.58	6679	S108A0477	LEXMARK INT	CTG, E320/E322, HI-YLD	834 EA \$	195.000
128	10B042C	20	343.47	6869.4	S110B042C	LEXMARK INT	CTG, PRINT, C750, HI-YLD, CY	836 EA \$	470.500
129	10B042K	20	161.33	3226.6	S110B042K	LEXMARK INT	CTG, PRINT, C750, HI-YLD, BK	836 EA \$	221.000

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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	M/A XI PA GE	U O M	LIST PRICE
130	10B042M	20	343.47	6869.4	S110B042M	LEXMARK INT	CTG,PRINT,C750,HI-YLD,MA	836	EA	\$ 470.500
131	10B042Y	20	343.47	6869.4	S110B042Y	LEXMARK INT	CTG,PRINT,C750,HI-YLD,YW	836	EA	\$ 470.500
132	10N0217	60	15.32	919.2	S110N0217	LEXMARK INT	#17 MOD YIELD BLK CART	861	EA	\$ 20.990
133	10N0227	60	16.78	1006.8	S110N0227	LEXMARK INT	#27 MOD YIELD COL CART	861	EA	\$ 22.990
134	12A0725	40	284.62	11384.8	S112A0725	LEXMARK INT	LSR TONER,BLK,23,000 PG YIELD,NON-PREBAT	834	EA	\$ 428.000
135	12A1970	90	25.91	2331.9	S112A1970	LEXMARK INT	CTG,#70 HI-RES,INK,BK	861	EA	\$ 35.990
136	12A5845	100	263.68	26368	S112A5845	LEXMARK INT	TONER,OPTRA T,HIYLD,PREBTE	834	EA	\$ 412.000
137	12A6835	105	265.23	27849.15	S112A6835	LEXMARK INT	TONER,T520/T522,BLACK,HV	834	EA	\$ 421.000
138	12A6865	105	296.73	31156.65	S112A6865	LEXMARK INT	TONER,PREFATE,T620/T622	834	EA	\$ 471.000



Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI PA GE	U O M	LIST PRICE
139	12A7462	20	278.46	5569.2	S112A7462	LEXMARK INT	CTG,RETURN PRO,YLD21K,BK	834	EA	\$ 442.000
140	12A7465	120	300.51	36061.2	S112A7465	LEXMARK INT	CTG,XHI-YLD,RET PRO,BK	834	EA	\$ 477.000
141	13T0101	50	136.77	6838.5	S113T0101	LEXMARK INT	CARTRIDGE,PRT,OPTRAE310	835	EA	\$ 194.000
142	15G041C	30	173.28	5198.4	S115G041C	LEXMARK INT	C752 CYAN RET PROG CART C752N C752DN C75	836	EA	\$ 239.000
143	15G041K	30	105.13	3153.9	S115G041K	LEXMARK INT	C752 BLK RET PROG CART C752N C752DN C752	836	EA	\$ 145.000
144	15G041M	30	173.28	5198.4	S115G041M	LEXMARK INT	C752 MGNTA RET PROG CART C752N C752DN C7	836	EA	\$ 239.000

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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI PA GE	U O M	LIST PRICE
145	15G041Y	30	174.47	5234.1	S115G041Y	LEXMARK INTL	C752 YEL RET PROG CART C752N C752DN C752	836	EA	\$ 239.000
146	15M0120	85	30.65	2605.25	S115M0120	LEXMARK INTL	CTG.#20 HI-RES,COLOR INK	861	EA	\$ 41.990
147	15M2971	45	16.05	722.25	S115M2971	LEXMARK INTL	CARTRIDGE,BLACK	861	EA	\$ 21.990
148	15W0900	10	230.3	2303	S115W0900	LEXMARK INTL	TONER,OPTRA C720,CYAN	837	EA	\$ 235.000
149	15W0901	10	171.5	1715	S115W0901	LEXMARK INTL	TONER,OPTRA C720,MAGENTA	837	EA	\$ 235.000
150	15W0902	10	171.55	1715.5	S115W0902	LEXMARK INTL	TONER,OPTRA C720,YELLOW	837	EA	\$ 235.000
151	15W0903	10	114.1	1141	S115W0903	LEXMARK INTL	TONER,OPTRA C720,BLACK	837	EA	\$ 156.300
153	16G0055	45	37.73	1697.85	S116G0055	LEXMARK INTL	CTG,INKJET,BK,HI-YIELD	861	EA	\$ 50.990

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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
154	17G0050	90	24.41	2196.9	S117G0050	LEXMARK INT	CARTRIDGE,PTR,HIRESOL,BK	861 EA \$	32.990
155	17G0060	80	28.11	2248.8	S117G0060	LEXMARK INT	CARTRIDGE,PTR,CLR,HIRESL	861 EA \$	37.990
156	17G0152	40	111.15	4446	S117G0152	LEXMARK INT	CARTRIDGE,PRT,OPTRAM,6K	835 EA \$	171.000
157	18L0000	45	36.49	1642.05	S118L0000	LEXMARK INT	CTG,INK,255/65,CLR,HIYLD	861 EA \$	49.990
158	20K0500	15	99.28	1489.2	S120K0500	LEXMARK INT	TONER,C510,CYN	837 EA \$	136.000
159	20K0501	10	99.28	992.8	S120K0501	LEXMARK INT	TONER,C510,MA	837 EA \$	136.000
160	20K0502	15	99.28	1489.2	S120K0502	LEXMARK INT	TONER,C510,YVW	837 EA \$	136.000
161	20K0503	10	86.87	868.7	S120K0503	LEXMARK INT	TONER,C510,BK	837 EA \$	119.000
163	4K00199	20	207.9	4158	S14K00199	LEXMARK INT	10K PRT TONER CTG FOR OPTRA M410	EA \$	330.000
164	64015HY	20	278.46	5569.2	S164015HA	LEXMARK INT	TONER,YLDBLK,RET PROGRAM	835 EA \$	442.000
			Subtotal	328062.75					
Epson Inkjet									

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Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI U PA O GE M	LIST PRICE
165	T003011	40	23.26	930.4	S1T003011	EPSON AMER	CTG,INK,UT, FOR SC900,BK	856 EA \$	32.990
166	T005011	45	28.19	1268.55	S1T005011	EPSON AMER	CTG,INK,FOR,SC900,COLOR	856 EA \$	39.990
167	T007201	45	17.47	786.15	S1T007201	EPSON AMER	BLK INK CTG FOR STYLUS NO VENDOR DISCOUN	856 EA \$	24.950
168	T008201	40	14.16	566.4	S1T008201	EPSON AMER	COL INK CTG FOR STYLUS PHOTO 870/875DC	856 EA \$	19.950
169	T009201	40	21.26	850.4	S1T009201	EPSON AMER	COL INK CTG FOR STYLUS NO VENDOR DISCOUN	856 EA \$	29.950
170	T019201	30	21.26	637.8	S1T019201	EPSON AMER	INK,CTG,STYLUS,880I,BK	856 EA \$	29.950
171	T020201	20	17.71	354.2	S1T020201	EPSON AMER	INK,CTG,STYLUS,880I,CLR	856 EA \$	24.950
172	T032120	40	24.84	993.6	S1T032120	EPSON AMER	CTG,BLACK,INK	856 EA \$	34.990
173	T032220	40	9.22	368.8	S1T032220	EPSON AMER	CTG,CYAN,INK	856 EA \$	12.990



State of West Virginia

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total	PRODUCT CODE	VENDOR	DESCRIPTION	MA XI PA GE	U O M	LIST PRICE
(print name)										
(company name)										
hereby certify, under penalty of law for fraud, that items										
priced above are new toner/inkjet cartridges; these										
products are not "remanned," "compatible," or										

# AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: OfficeMax Inc.

Authorized Signature: Val Dellands Date: 10-31-06