



State of West Virginia

Business Services Division



# Office DEPOT

*Value, Integrity, Excellence*

Request for Proposal Response

October 31, 2006

ORIGINAL

**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  
Charleston, WV 25305-0130



## GLOBAL BUSINESS SOLUTIONS DIVISION

October 31<sup>st</sup>, 2006

Ms. Betty Francisco  
Senior Buyer  
State of West Virginia  
Department of Administration  
Purchasing Division  
State Capital Complex  
2019 Washington Street, East  
Charleston, WV. 25305

Dear Betty:

We are pleased to have the opportunity to present a proposal for the procurement of Ink and Toner products to the State of West Virginia. Enclosed you will find our comprehensive proposal per your request, highlighting the benefits to the State of West Virginia's current and future purchasing plans.

On behalf on the entire Office Depot Business Services Division, we look forward to earning the right to move forward in you selection process, combining the strengths of Office Depot and the State of West Virginia to create a mutually beneficial business relationship for many years to come.

Should you have any questions please feel free to contact me directly at 888-294-1187, Ext 7337.

Sincerely,

A handwritten signature in cursive script that reads "Bryan Heeb". The signature is written in dark ink and is positioned above a horizontal line.

Bryan Heeb  
Business Development Manager

## State of West Virginia Questions and Answers for RFQ INKCRT07

- 1) Can we deliver in 24 hours via UPS?

**Response:**

Office Depot is prepared to provide next day delivery via one of our trucks or UPS to most of the West Virginia area. There are a few rural or remote areas that may require up to two (2) business days for deliveries. If the State of West Virginia can provide a complete listing of locations with Zip Code, we can provide a Service Plan providing a location by location listing of delivery lead times.

Your orders will be coming from either our Cincinnati, OH or Odenton, MD distribution centers; depending on Zip Code location.

- 2) What is our cutoff time for 24 hour service?

**Response:**

Office Depot has the latest cut-off times in the industry. We control our own inventory and ordering process and can provide later cutoff times for all of your locations. By utilizing our Internet you can order up until 5:00 p.m. in your local area and still have next day delivery to your place of business.

- 3) Will we except orders via the Internet, Fax,Phone and US Mail?

**Response:**

We can accept orders by Phone, Fax, Internet, EDI, Email

- 4) We need to explain how we can secure our Internet Site so that when a end user log's in to our site, they will only be able to purchase the Toners on this RFQ. No other items can be purchased under this contract.

**Response:**

We can configure the ordering system into a Parent/Child(s) relationship for the customer, thereby, assigning different facilities to child accounts. Once this is established, these accounts can then be 'customized' by restricting items based on the facility requirements. When users from these facilities log-in, they will have access to *order only* approved items to that facility, and will be notified of any restricted items.

- 5) How can we pickup their "spent" cartridges? Explain our Nukote recycling program.

**Response:**

# Office DEPOT®

*Taking Care of Business*

We send customers free boxes to be filled with empty cartridges and shipped back to Office Depot – also for **free**. This is a truly simple solution to an ongoing environmental challenge.

6) How many employees do we have in the State of WV?

**Response:**

Office Depot has 104 Employees in the State of West Virginia working for our Retail Stores and Business Solutions Divisions.

7) We will be able to increase price to the exact percentage that a Vendor has increased our cost at the time of renewal of this agreement. Contract is for one year, contract can be renewed 30 days prior to the expiration date. Contract will be limited to (2) two one year periods.

**Response:**

Office Depot understands that price increase will not be accepted until contract renewal for 1 year. All increases will be the exact percentage of increase that our Vendor has passed along to Office Depot..

8) We must be able to provide quarterly usage reports sorted by each shipping location.

**Response:**

The State of West Virginia's Business Development Management team will schedule a quarterly reviews globally. The Office Depot Account Managers will assist each State of West Virginia location by analyzing spending and usage data. This process helps the State of West Virginia by providing a quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

To continue our ongoing commitment for your total customer satisfaction, Office Depot has implemented a customer Business Review process to evaluate our effectiveness as a supplier. Our Business Reviews are held both quarterly and annually with our customers.

**Business Reviews Include:**

- Our customer's initial objectives
- Previous time period accomplishments and objectives for the next reporting period

**Sales Statistics:**

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

**Performance Measurements:**

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

### **Independent Business Reviews:**

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys
- Store Exit Interviews

- 9) We can accept credit cards for their Transactions. We can setup a Invoice account if needed, the State of WV will direct us on these users, there are not many.

### **Response:**

Office Depot can accept most major credit cards (Visa, MasterCard, Discover, American Express) for payment on order transactions. If Account Billing (AB) credit is required, the new account information is sent on a feed to the credit dept. 4 times per day. Credit needs to update overnight, so at a minimum AB would be available the following day. Depending on if any other credit information is required by them, it could be 3 -4 days at the outside for credit to be linked.

## Pricing Schedule INKCRT07 - BID OPENING 10/31/2006, 1:30 PM

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
<b>Hewlett Packard</b>				
1	51626A	50	\$ 27.90	\$ 1,395.00
2	51629A	90	\$ 27.90	\$ 2,511.00
3	51641A	50	\$ 28.67	\$ 1,433.35
4	51645A	600	\$ 25.40	\$ 15,240.00
5	51649A	90	\$ 28.67	\$ 2,580.03
6	92274A	70	\$ 86.26	\$ 6,037.92
7	92291A	85	\$ 111.88	\$ 9,509.63
8	92298A	45	\$ 89.32	\$ 4,019.49
9	C1823D	99	\$ 28.22	\$ 2,793.98
10	C3900A	35	\$ 131.43	\$ 4,600.16
11	C3903A	50	\$ 76.22	\$ 3,811.10
12	C3906A	50	\$ 57.70	\$ 2,885.00
13	C3909A	70	\$ 163.01	\$ 11,410.77
14	C4092A	60	\$ 50.16	\$ 3,009.36
15	C4096A	55	\$ 85.07	\$ 4,678.69
16	C4127X	100	\$ 108.27	\$ 10,826.70
17	C4129X	70	\$ 138.94	\$ 9,726.08
18	C4151A	40	\$ 150.16	\$ 6,006.24
19	C4152A	40	\$ 150.16	\$ 6,006.24
20	C4153A	40	\$ 133.40	\$ 5,336.00
21	C4154A	15	\$ 368.96	\$ 5,534.34
22	C4155A	15	\$ 340.67	\$ 5,110.01
23	C4182X	45	\$ 159.82	\$ 7,191.99
24	C4191A	60	\$ 72.82	\$ 4,369.32
25	C4192A	60	\$ 105.69	\$ 6,341.34
26	C4193A	60	\$ 105.69	\$ 6,341.34
27	C4194A	60	\$ 105.69	\$ 6,341.34
28	C4195A	80	\$ 69.60	\$ 5,568.00
29	C4196A	30	\$ 183.06	\$ 5,491.68
30	C4197A	20	\$ 217.73	\$ 4,354.66
31	C4800A	80	\$ 28.43	\$ 2,274.64
32	C4801A	80	\$ 28.43	\$ 2,274.64
33	C4802A	80	\$ 28.43	\$ 2,274.64
34	C4803A	85	\$ 28.43	\$ 2,416.81

**Pricing Schedule INKCR07 - BID OPENING 10/31/2006, 1:30 PM**

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
35	C4804A	85	\$ 54.74	\$ 4,653.24
36	C4805A	80	\$ 54.74	\$ 4,379.52
37	C4806A	80	\$ 54.74	\$ 4,379.52
38	C4810A	85	\$ 28.43	\$ 2,416.81
39	C4811A	40	\$ 28.43	\$ 1,137.32
40	C4812A	40	\$ 28.43	\$ 1,137.32
41	C4813A	40	\$ 28.43	\$ 1,137.32
42	C4841A	40	\$ 27.72	\$ 1,108.88
43	C4842A	40	\$ 27.72	\$ 1,108.88
44	C4843A	40	\$ 27.72	\$ 1,108.88
45	C4844A	45	\$ 27.72	\$ 1,247.49
46	C4921A	40	\$ 30.91	\$ 1,236.44
47	C4922A	40	\$ 30.91	\$ 1,236.44
48	C4923A	40	\$ 30.91	\$ 1,236.44
49	C5010AN	80	\$ 24.57	\$ 1,965.36
50	C5011AN	85	\$ 18.52	\$ 1,574.37
51	C5023A	60	\$ 61.94	\$ 3,716.64
52	C5024A	60	\$ 61.94	\$ 3,716.64
53	C5025A	60	\$ 61.94	\$ 3,716.64
54	C5026A	65	\$ 59.01	\$ 3,835.72
55	C6578AN	300	\$ 48.94	\$ 14,683.20
56	C6578DN	310	\$ 28.50	\$ 8,835.00
57	C6614DN	200	\$ 26.59	\$ 5,317.80
58	C6615DN	140	\$ 23.99	\$ 3,358.46
59	C6625AN	90	\$ 26.37	\$ 2,373.03
60	C6628AN	80	\$ 27.90	\$ 2,232.00
61	C6656AN	420	\$ 17.10	\$ 7,182.00
62	C6657AN	215	\$ 28.43	\$ 6,113.10
63	C6658AN	105	\$ 20.87	\$ 2,191.04
64	C7115A	120	\$ 52.20	\$ 6,264.00
65	C8061X	145	\$ 108.27	\$ 15,698.72
66	C8543X	75	\$ 233.93	\$ 17,544.98
67	C8727AN	125	\$ 15.68	\$ 1,959.75
68	C8728AN	110	\$ 18.38	\$ 2,021.58
69	C9700A	50	\$ 74.46	\$ 3,722.80
70	C9701A	50	\$ 89.69	\$ 4,484.45



**Pricing Schedule INKCRT07 - BID OPENING 10/31/2006, 1:30 PM**

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
71	C9702A	55	\$ 89.69	\$ 4,932.90
72	C9703A	50	\$ 89.69	\$ 4,484.45
73	C9704A	50	\$ 146.93	\$ 7,346.65
74	C9720A	60	\$ 131.47	\$ 7,888.02
75	C9721A	60	\$ 177.87	\$ 10,672.02
76	C9722A	60	\$ 177.87	\$ 10,672.02
77	C9723A	60	\$ 177.87	\$ 10,672.02
78	C9730A	50	\$ 190.11	\$ 9,505.55
79	C9731A	40	\$ 266.80	\$ 10,672.00
80	C9732A	40	\$ 266.80	\$ 10,672.00
81	C9733A	40	\$ 266.80	\$ 10,672.00
82	Q1138A	100	\$ 129.92	\$ 12,992.20
83	Q1339A	90	\$ 172.71	\$ 15,543.99
84	C4836A	45	\$ 27.72	\$ 1,247.49
85	C4837A	50	\$ 27.72	\$ 1,386.10
86	C4838A	30	\$ 27.72	\$ 831.66
87	C9362WN	65	\$ 13.07	\$ 849.36
88	C9361WN	70	\$ 16.71	\$ 1,169.77
89	C8766WN	70	\$ 20.30	\$ 1,421.00
90	C8767WN	95	\$ 25.63	\$ 2,435.14
91	C9351AN	55	\$ 13.07	\$ 718.69
92	C9352AN	60	\$ 15.04	\$ 902.64
93	C4190A	45	\$ -	\$ -
94	Q2670A	20	\$ 112.13	\$ 2,242.66
95	Q2671A	20	\$ 117.93	\$ 2,358.66
96	Q2672A	20	\$ 111.49	\$ 2,229.78
97	Q2673A	20	\$ 111.49	\$ 2,229.78
98	Q3960A	30	\$ 71.64	\$ 2,149.32
99	Q3961A	30	\$ 89.69	\$ 2,690.67
100	Q3962A	30	\$ 89.69	\$ 2,690.67
101	Q3963A	30	\$ 89.69	\$ 2,690.67
102	Q3946A	30	\$ -	\$ -
103	Q2612A	40	\$ 59.29	\$ 2,371.56
104	Q6511A	30	\$ 111.34	\$ 3,340.32
105	Q5949A	100	\$ 60.58	\$ 6,057.80

## Pricing Schedule INKCRT07 - BID OPENING 10/31/2006, 1:30 PM

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
106	Q2613A	40	\$ 60.58	\$ 2,423.12
107	Q2610A	40	\$ 101.82	\$ 4,072.88
108	Q2624A	100	\$ 64.21	\$ 6,421.10
			<b>Subtotal</b>	<b>\$ 511,389.86</b>
<b>Dell</b>				
109	7Y743	30	\$ 19.84	595.32
110	7Y743	30	\$ 19.84	595.32
			<b>Subtotal</b>	<b>\$ 1,190.64</b>
<b>Lexmark</b>				
111	12A1450	30	\$ 110.22	\$ 3,306.66
112	12A1451	30	\$ 158.22	\$ 4,746.66
113	12A1452	30	\$ 158.22	\$ 4,746.66
114	12A1453	30	\$ 158.22	\$ 4,746.66
115	12A1454	30	\$ 116.67	\$ 3,500.01
116	12A1455	30	\$ 294.44	\$ 8,833.32
117	1361750	15	\$ 135.56	\$ 2,033.34
118	1361751	15	\$ 78.56	\$ 1,178.34
119	1361752	15	\$ 72.22	\$ 1,083.33
120	1361753	10	\$ 72.22	\$ 722.22
121	1361754	15	\$ 72.22	\$ 1,083.33
122	1380950	20	\$ 278.89	\$ 5,577.78
123	1382050	40	\$ 35.18	\$ 1,407.12
124	1382060	45	\$ 37.97	\$ 1,708.52
125	1382150	100	\$ 291.11	\$ 29,111.10
126	1382925	110	\$ 191.67	\$ 21,083.37
127	08A0477	50	\$ 113.28	\$ 5,663.90
128	10B042C	20	\$ 350.56	\$ 7,011.12
129	10B042K	20	\$ 164.44	\$ 3,288.88
130	10B042M	20	\$ 350.56	\$ 7,011.12
131	10B042Y	20	\$ 350.56	\$ 7,011.12
132	10N0217	60	\$ 15.83	\$ 949.98
133	10N0227	60	\$ 17.22	\$ 1,033.32
134	12A0725	40	\$ 388.13	\$ 15,525.32

**Pricing Schedule INKCR07 - BID OPENING 10/31/2006, 1:30 PM**

<b>Item #</b>	<b>Cartridge #</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
135	12A1970	90	\$ 26.67	\$ 2,400.03
136	12A5845	100	\$ 271.11	\$ 27,111.10
137	12A6835	105	\$ 271.11	\$ 28,466.66
138	12A6865	105	\$ 303.33	\$ 31,849.97
139	12A7462	20	\$ 284.67	\$ 5,693.34
140	12A7465	120	\$ 284.67	\$ 34,160.04
141	13T0101	50	\$ 140.00	\$ 7,000.00
142	15G041C	30	\$ 189.13	\$ 5,673.99
143	15G041K	30	\$ 115.28	\$ 3,458.34
144	15G041M	30	\$ 189.13	\$ 5,673.99
145	15G041Y	30	\$ 189.13	\$ 5,673.99
146	15M0120	85	\$ 31.39	\$ 2,668.07
147	15M2971	45	\$ 16.67	\$ 750.02
148	15W0900	10	\$ 174.44	\$ 1,744.44
149	15W0901	10	\$ 174.44	\$ 1,744.44
150	15W0902	10	\$ 174.44	\$ 1,744.44
151	15W0903	10	\$ 116.67	\$ 1,166.67
152	15W090K	10	\$ -	\$ -
153	16G0055	45	\$ 41.69	\$ 1,876.01
154	17G0050	90	\$ 25.00	\$ 2,250.00
155	17G0060	80	\$ 29.17	\$ 2,333.36
156	17G0152	40	\$ 110.83	\$ 4,433.32
157	18L0000	45	\$ 41.66	\$ 1,874.52
158	20K0500	15	\$ 100.83	\$ 1,512.50
159	20K0501	10	\$ 100.83	\$ 1,008.33
160	20K0502	15	\$ 100.83	\$ 1,512.50
161	20K0503	10	\$ 88.33	\$ 883.33
162	24015HY	100	\$ -	\$ -
163	4K00199	20	\$ 205.89	\$ 4,117.78
164	64015HY	20	\$ -	\$ -
			<b>Subtotal</b>	<b>\$ 331,144.32</b>
<b>Epson Inkjet</b>				
165	T003011	40	\$ 23.89	\$ 955.56
166	T005011	45	\$ 28.89	\$ 1,300.01
167	T007201	45	\$ 17.78	\$ 800.01

## Pricing Schedule INKCRT07 - BID OPENING 10/31/2006, 1:30 PM

Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
168	T008201	40	\$ 14.39	\$ 575.56
169	T009201	40	\$ 21.67	\$ 866.68
170	T019201	30	\$ 21.67	\$ 650.01
171	T020201	20	\$ 18.03	\$ 360.66
172	T032120	40	\$ 25.33	\$ 1,013.32
173	T032220	40	\$ 9.44	\$ 377.76
174	T032320	40	\$ 9.44	\$ 377.76
175	T032420	40	\$ 9.44	\$ 377.76
			<b>Subtotal</b>	\$ 7,655.09
			<b>GRAND TOTAL</b>	\$ 851,379.91
Rebate for returned cartridges		1000	Rebate is included in your price	\$ -

All toner cartridge orders received prior to 5:00 PM shall be delivered the next business day. NOTE: This cannot be prior to 2:00 p.m.

I, Robert CETINA, representing OFFICE DEPOT  
 (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 "remanufactured", "compatible", or remade and are the brands as specified.

Signature/Date: \_\_\_\_\_



10/26/2006

**ADDENDUM TO  
STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
REQUEST FOR QUOTATION  
INKS AND TONERS  
BID NO. INKCR07**

This Addendum to the Request for Quotation for Inks and Toners, Bid No. INKCR07 ("Bid") is entered into by and between Office Depot, Inc. ("Vendor" or "Seller") and State of West Virginia, Department of Administration ("State"). The parties hereby further agree as follows:

As to Request for Quotation:


1. Page 3, Renewal, at end of paragraph insert **Any resulting agreement is subject to review by Vendor's Legal Department.**
2. Page 3, Cancellation, at end of paragraph insert **Vendor may terminate any resulting contract without cause by providing sixty (60) days prior written notice to the State.**
3. Add new paragraph **Payment terms are net 30. State's credit limit shall be established by Vendor's Credit Department. Vendor reserves the right to lower State's credit limit or refuse to ship any orders if at any time: (1) State's account is materially past due and State has not responded with a reasonable response within three business days of written notice of said delinquency to work with Vendor to resolve the issues; (2) in Vendor's commercially reasonable opinion, State's credit standing becomes impaired as a result of State's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Vendor; (3) State's financial condition becomes unstable based on State's financial reports or reputable third party ratings, or (4) if there are severe risk alerts from reputable third party credit bureaus.**

As to General Terms and Conditions:

1. Section 5, at end of paragraph insert **State shall pay for all services rendered up to and including the date of termination.**
2. Section 6, at end of paragraph insert **Payment terms are net 30. State's credit limit shall be established by Vendor's Credit Department. Vendor reserves the right to lower State's credit limit or refuse to ship any orders if at any time: (1) State's account is materially past due and State has not responded with a reasonable response within three business days of written notice of said delinquency to work with Vendor to resolve the issues; (2) in Vendor's commercially reasonable opinion, State's credit standing becomes impaired as a result of State's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Vendor; (3) State's financial condition becomes unstable based on State's financial reports or reputable third party ratings, or (4) if there are severe risk alerts from reputable third party credit bureaus.**
3. Section 10, delete "The Director of Purchasing" and replace with **Either party**; delete "seller" and replace with **the other party**.

**Conflict:** In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Bid, the terms and conditions of this Addendum shall control.

OFFICE DEPOT, INC.

By:   
Name: Robert Cetina  
Title: Vice President  
Date: October 31, 2006

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer:

Page

Req. or P. O. No.:

Vendor:

Spending Unit:

Requisition No.: INKCRT07

## 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:

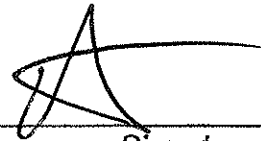
No. 1 ✓No. 2 ✓

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

OFFICE DEPOT INC.

Company

OCTOBER 31, 2006

Date

Exhibit 10

Rev. 11/96



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
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

RFQ COPY  
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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
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: -----513-881-7275-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Bryan Heeb-----						
***** THIS IS THE END OF RFQ INKCRT07 ***** TOTAL: 851,379.91						

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'

RFQ No. INKCRT07

# A F F I D A V I T

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

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

**DEFINITIONS:**

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

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

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: ROBERT CETINAAuthorized Signature: Date: OCTOBER 31, 2006