

Request for Quotation

OFFICE07

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BETTY FRANCISCO

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

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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 Viginia 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.

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



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

Request for

OFFICE07

Address:correspondence to a trention of *

BETTY FRANCISCO 304-558-0468

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

ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for

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BETTY FRANCISCO

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

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BETTY FRANCISCO 304-558-0468

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OFFICE07 Specifications

Purpose

The West Virginia Division of Purchasing, "State", is soliciting quotations for a blanket, open-end statewide contract to provide office supplies to all West Virginia State Agencies, and political sub-divisions.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held Thursday, January 11, 2007 at 10:30 a.m. in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this commodity must be represented at the pre-bid meeting. Failure to attend will automatically disqualify vendor. No one person may represent more than one bidder.

Award

The resulting contract shall be mandatory for use by all West Virginia State agencies for all orders in excess of \$100.00. Orders of less than \$100.00 may be purchased locally if products are needed immediately, or if a savings results. Note: Stringing of orders is a violation of Purchasing Division rules and policies shall not be permitted.

Questions

Written questions shall be accepted through close of business on Tuesday, January 9, 2007. Written questions may be sent via USPS, fax, courier, hand delivered, or e-mail. E-mail questions are preferred. Send questions to:

West Virginia Purchasing Division Attention: Betty Francisco 2019 Washington Street, East Charleston, West Virginia 25305

Fax: 304-558-4115

E-mail: bfrancisco@wvadmin.gov

Background - 2005 Calendar Year Statistics:

The State agencies and political subdivisions spent approximately \$5,700,000 for office supplies in 2005.

Orders were submitted in the following approximate percentages to the vendor:

Internet: 46.0 %
Fax: 33.4 %
Phone: 20.3 %
Other: .3 %

There are currently 1,852 individuals who place orders against the current contract. There are 2,873 different addresses where merchandise is shipped.

There was an average of 2,506 orders placed each month. The average order size was \$186.99.

State agencies use the State Purchasing Card (VISA) for approximately 88% of all purchases.

This information is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage.

Pricing Pages Instructions

- 1. All products bid, furnished and delivered must be listed in the current publicly used catalog(s) that contains product lines broad enough to meet the needs of the State of West Virginia. Such catalog must be the lowest-priced catalog issued by vendor; must also be catalog used by the general public. Each item bid on the pricing page from the catalog must be identified by a reference number from the vendor's catalog. Vendors must list the discount from list for each category as shown on the pricing page. The miscellaneous discount shall apply to any special order items or any other item in the catalog not included in the list. Catalog and net prices shall be firm for one year from date of award.
- Vendors are requested to type the pricing pages. An electronic version of the excel document will be available after the pre-bid meeting.
- 3. Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalogs submitted. All items in the discount category must have the exact same discount. (For example, if a pen on the pricing page has a discount of 40%, EVERY pen sold through the contract must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Each category discount must apply to all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

All category discounts quoted (for example for pens), shall remain the same for the life of the contract. If pens are moved to a different section of the catalog and that change would result in a higher price, vendor must honor original discount quoted on their bid.

To assist in the evaluation and verification of the bids, bidders should enter the page number in their catalog where each item is located.

Vendors are requested to type the pricing pages. The excel document will be made available after the pre-bid meeting.

- 4. Bidders should attach current catalog/price list to their bid. Such catalog/price list must be received prior to bid evaluation. The catalog must be one that is used by the general public. The discount shall be taken from the lowest price column in the price list. The percentage discount shall be indicated for each list/category, etc. The catalog(s)/price list(s) submitted will be used with any resulting contract.
- 5. Bidders shall complete the pricing on "OFFICE07 Pricing Pages". Bidders should complete all columns and information requested. No future use of contract is guaranteed or implied. The discount rate must be extended to all like items found and ordered from the catalog. The "unit price" must be the final price that will be charged to the State of West Virginia.
- NOTE: Bidders must bid the exact brand/quality product (item number)
 that is listed on the pricing pages. Bidders MUST indicate the brand they
 are bidding on all items. Failure to bid exact brand may be cause for
 disqualification.
- 7. Paper: Paper quantities shown are reams. Bidders should list ream price on the pricing pages.

Additional Information

- The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The award shall be based on the entire catalog; exceptions are items that are covered by other specific contracts, such as furniture and computer products. Furniture and computer products are specifically excluded from the OFFICE07 contract.
- Vendor may request that the catalog may be updated at renewal.
 Purchasing reserves the right to demand the net prices remain firm from original bid. If new catalog is accepted, certified spreadsheet reflecting any price changes shall be required comparing the original net price to the

changed cost. If new Catalog is submitted for such renewal, such catalog must be the catalog published by vendor that contains the lowest prices quoted in any catalog published by vendor and one that is used by the general public. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. If new catalog is accepted and the vendor rearranges the catalog and item classification changes, the highest discount of the two (the old and the new) shall apply to all items

- 3. All bids are to be quoted as F.O.B. destination (next-day delivery) to any West Virginia location, regardless of order size.
- 4. Next-day delivery is a mandatory requirement for all orders, irregardless of size. This will include filling orders of less than the standard quantity (i.e., each instead of by case, box, etc.) Bidders should note on the pricing page that they understand this mandatory next-day delivery requirement. This acknowledgement shall be required prior to awarding the contract. No additional shipping charges shall be permitted under the contract.
- 5. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

Vendor Responsibilities

- Successful vendor shall provide catalogs/price lists, etc. at no charge, upon request by any state agency or political subdivision. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator (vendor representative).
- Orders shall be delivered within twenty four (24) hours or one (1) working day after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason.
- Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Excessive out of stock and back orders will not be tolerated. Substitutions of products shall only be accepted if cleared by the agency prior to shipping of such substitution.
- 4. Each delivery shall be placed as requested in any one location at the delivery site. Dock deliveries are not acceptable unless so requested by the agency. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be

invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of a delivery, even if there are no deliveries within this five-day time frame.

- 5. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
- 6. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
- 7. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely fashion.
- 8. Internet Access Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
- 9. The successful bidder must provide a contract coordinator as a sole "point of contact" for the State of West Virginia for problem resolution.
- 10. Vendor must restrict purchases of merchandise classifications to the West Virginia State agencies that are not allowed through the office product contract. (Note: Political subdivisions are not limited by this restriction.)
- 11. Bidder shall provide a discount from list price for all items and produce for WV Procurement Officers a custom "Net Pricer" for daily use. The catalog and net pricer must contain a minimum of 10,000 items available from the successful vendor. This should be available in paper and CD format. Agencies are encouraged to use the CD format.
- 12.. Bidder shall neither offer nor promote seasonal/promotional items to encourage the purchase of additional office supplies
- 13. Bidder shall schedule quarterly meetings with the Purchasing Division to discuss and report on the contract activities and the contract purchase volumes.
- 14. Bidder must provide office supplies statewide (all agencies in the entire State of West Virginia) with no exceptions via private or common carrier.
- 15. Vendor must send packing slip in each order.

Reports

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. Additionally, the reports must show the method of order placement (internet, fax, etc.) both by the percentage and dollar amount. Vendor must also provide reports of the number of orders placed monthly and the total number of individuals set up to place orders. A report must also be prepared that indicates the percentage of orders that are received within the one-day delivery requirement. Successful vendor shall also be able to provide report showing the top 100 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

Reminders to Bidders

- Include dated and numbered catalog/price list(s) One set is required; successful vendor must submit a second set prior to any award.
- 2. Complete the Pricing Pages including the name and other requested information on the contract coordinator to respond to agency inquiries on using the contract.
- 3. If the price list makes reference to prices being subject to change, those terms are null and void.
- 4. Sign the WV-96 and return with your bid. This form must be signed prior to any contract award.
- 5. Sign the vendor certification and return with bid. This form must be signed prior to any contract award.

Schedule Of Events

Release or Advertisement of the RFQ: December 14, 2006

Mandatory Pre-Bid: January 11, 2007

Written Question Deadline: January 9, 2007

Bid Opening Date: January 25, 2007

1	dno	Dentifier Office Max #	Item Description POUCH,NECK,ID CD,CONV,BK BADGE,NAME,LSR,CLIP,3X4 BATTERY,DURACL,AA 16PK BATTULTRA,AA 8/PK BINDER,VIEW,2-CAP,WE BINDER,VIEW,1-CAP,WE BINDER,VIEW,3-CAP,WE	Mfg BAUGTN	Qty %	ount Catalog	Catalog Price	Net Price	Extended
			POUCH, NECK, ID CD, CONV, BK BADGE, MAME, LSR, CLIP, 3X4 BATTERY, DURACL, AA 16PK BAT, ULTRA, AA, 3/PK BINDER, VIEW, 2-CAP, WE BINDER, VIEW, 1-CAP, WE BINDER, VIEW, 3-CAP, WE	BAUGTN	-	t	_		
			POUCH, NECK, ID CD, CONV, BK BADGE, NAME, LSR, CLIP, 3X4 BATTERY, DURACL, AA 16PK BAT, ULTRA, AA, 8/PK BINDER, VIEW, 2-CAP, WE BINDER, VIEW, 1-CAP, WE BINDER, VIEW, 3-CAP, WE	BAUGTN					
			BADGE,NAME,LSR,CLIP,3X4 BATTERY,DURACL,AA 16PK BAT,ULTRA,AA,8/PK BINDER,VIEW,2-CAP,WE BINDER,VIEW,1-CAP,WE BINDER,VIEW,3-CAP,WE	Administration of the Control of the	250				
			BATTERY, DURACL, AA 16PK BAT, ULTRA, AA, 8/PK BINDER, VIEW, 2-CAP, WE BINDER, VIEW, 1-CAP, WE BINDER, VIEW, 3-CAP, WE	AVERY	200				
			BAT,ULTRA,AA,8/PK BINDER,VIEW,2-CAP,WE BINDER,VIEW,1-CAP,WE BINDER,VIEW,3-CAP,WE	DURACL	100				
			BINDER, VIEW, 2-CAP, WE BINDER, VIEW, 1-CAP, WE BINDER, VIEW, 3-CAP, WE	DURACL	1001				
			BINDER, VIEW, 1-CAP, WE BINDER, VIEW, 3-CAP, WE	AVERYD	1000				
			BINDER, VIEW, 3-CAP, WE	AVERYD	2500				
				AVERYD	2500				
			BOARD, POST-IT, 2X1.5', CCL	3M	100				
			CALCULATOR,12 DIGIT,2LINE	TEXAS	100				
			CALC, 8-DIGIT, PORTABLE	CANUSA	100				
			CALC, HANDHELD, SUPERVIEW	TEXAS	100				
			CALCULATOR,,SOLAR,8DIGIT	TEXAS	100				
			CAL, PAD, 22X17, JAN-DEC	ATAGLA	100				
			CAL, PAD, YR, JAN-DEC, BK	ATAGLA	100				
	70		CAL, REFILL, YR, JAN-DEC	ATAGLA	50				
	67570	F467570	CARD, ROTARY, 2.25X4, 100PK	ELDON	100				
	64483		CHAIRMAT, WKSTN, L, CR	ELDON	250				
	76730	E976730	CHAIRMAT, HRDFLR, CR, 46X60	ELDON	250				
	72360	H472360	CLIP, PPR, GEM,#1,100/BX	ACCO	200				
	625-195	K5625-195	CLK,WALL,LCD DAY/DTE,GY	HOWARD	75				
	s 91141	E691141	WRISTREST, MSEPD, CRYST, BE	FELLO	200				
				į	1	**************************************			
	8 9113/	E69113/	WRISTREST, GEL, CRYSTAL, BE	FELLO	200				
	s 91441	E691441	WRISTREST.MSEPD.CRYST.PE	FELLO	200	***************************************			
	3r DH140		CPYHLDR, DOC WEDGE, BK	3М	200				
	s 21002-0	K321002-0	TRAY,SDLD,LTR,STCKBLE,BK	OFFMAT	175				
	arrier trapace								
	21001	K3Z1001	IRAY,LIR,SLIDE,SIACK,SKE	OFFINAL	175			1	
$\Pi\Pi$	24404.0	0 7077003	TANA YOUR STANK	1000	Ç				
			DISK 3 5 DS HD FRM 10/BX	MATIO	750				
T	12381		DISC CD.RW 1X 4X ZDDWR	MATIO	200				
_	17332		DISC CDR 52X JEWI 10PK SR	IMATIO	500				
T	86048		ENVELOPE PARTIED 14.25X20	SFALED	1000				
Γ	85985		ENVELOPE.PADDED.9.5X14.5	SEALED	1000				
	111160		ENVELOPE RECYC.4X9.5	OUALPK	1000				
	81505		ERASER, WHITE BOARD	SANFRD	200				
	ZER-2		REFILL, CLIC ERASER, 2/PK	PENTEL	250				
36 Accessories	5 48121	E648121	FOOTREST, STANDARD, ADJUST	FELLO	75				

							Group	Bidder's	Bidder's	Mot	Evtonded
lfem #	Product Group	Catalog Identifier	Office Max #	Item Description	Mfg	o the	Discount %	Page No.	Price	Price	Price
	Ergonomic		CALACCT	II II O NAT MON CTOIC	- III	50					-
36	Accessories Elling Sunnline	91/12 S96F	F1S26F	POCKET FILE LEGAL BULK	ESSELT	200					
T	Filing Supplies	S24E	F1S24E	FILE POCKET,LTR,STR,BULK	ESSELT	500					
8	Filing Supplies	S34G	F1S34G	FILE,POCKET,EXP,5.25	ESSELT	200					
4	Filing Supplies	S36G	F1S36G	FOLDER, REC, LGL, 5PC	ESSELT	200					
42	Filing Supplies	1524EB-0X	F11524EB-0X	POCKET, FILE, LTR, BE, 3, 5EX	ESSELT	200					
43	Index Dividers	CI2138C	L3C12138C	INDEX,BDR,11X8.5,8 CLEAR	AVERY	750					
44	Index Dividers	CI2135C	L3C12135C	INDEX, BDR, 11X8.5,5 CLEAR	AVERY	200					
45	Index Dividers	CI2138	L3CI2138	INDEX,BDR,11X8.5,8 COLOR	AVERY	200					
46	lahels	5160	A55160	LABEL, ADD, LSR, 1X2 5/8 3K	AVERY	250					
47	lahels	4150	A4150	LABELS, PRINTER, F/S114	AVERY	200					
48	labels	5202	A55202	LABEL, FILE, PERM, WE, 248PK	AVERY	200					
9	l ahele	30252	. A530252	LABEL ADD 11/8X3.2RL/BX	DYMO	200					
430	1 ahele	05729	A505729	LABEL REINFORC. WE.200	AVERY	200	•				
2,4	Paner			Hammermill Tital MP Copy Paper 20 # 92 Bright	Hammermill	750					
52	Paner			HP. 20 lb. 92Bbrightness	모	200					
25	Daner			Xerox 20 lb. 92 brightness.	Xerox	200					
3 2	Danar	HPM4120	D1HPM1120	PAPER HP MULTI 20# WE	Hewlett Packard	200					
5 4	Donor	D43D44380		Xerox 94 # 98 brightness	Xerox	250					
3 8	רמומו	0411004404		Loudott Darkard 20# 100 Brightness	Hewlett Packard	750					
1 3	Paper	70 244	D220.244	DAN I FGA! 3HP 8 5X11 WF	AMPAD	250					
76	rapel vviiling	2000	0020-044	NOTEDOOK STEMOSKO DECVE	FVFRFT	500					
8	Paper writing	008-07	NASAOSA	DEN DI DRI I CELING EDT RE	PILOT	200					
25	Pen, vvriting	31021	NISTUZI	PEN, NEKBEL, GELINA, FT 1, DE	- Dia	200					
90	Pen, Writing	RLC11BE	NIKLCITIBE	PEN, KOLLER, GEL, IVIN, DLUE	TO III	200					
9	Pen, Wnting	30006	N130006	PEN, BALLY I, NE I NAC I, W. DE	CADEDA	200					
62	Pencil	12235	N512235	PENCIL,#2,PKE-SEAKFENED	ילאסבים	250					
83	Pencil	02254	N502254	PENCIL, WOOD, BK,#2	DEROL	250					
64	Pencil	20051	N520051	GRIP, PENCIL, ASST, 5/PK	FOINIE	027					
92	Pencil	12132	N512132	PENCIL,#2,UNSHARPENED	PABERC	nez				-	
99	Punches	74300	H274300	PUNCH, PPR, 3 HOLE, 32 SHT	SWING	250					
29	Punches	74050	H274050	PUNCH, PPR, 2HOLE, BK, 1/4	SWING	200					
89	Report Cover	57525	L257525	PORTFOLIO, TWNPKT, BE, 25BX 6468	ESSELT	200					
69	Report Cover	A7025971A	L2A7025971A	CVR,RPRT,BK,SIDE-BD	ACCO	250					
2	Report Cover	A7025972A	L2A7025972A	CVR,RPRT,SIDE-BD,LBE	ACCO	250					
71	Report Cover	47985	L247985	PORT,2 PCKT 25,DBE	AVERY	250					
72	Shredders	3260204	K73260204	P-55C SHREDDER	FELLO	25					
73	Shredders	3860504	K73860504	POWERSHRED PS-65C SHREDDER	FELLO	25					
74	Shredders	3661401	K63661401	SHREDDER, SB95C, POWERSHRD	FELLO	25					
75	Shredders	3240004	K63240004	SHREDDER, CONFETTI CUT, BK	FELLO	25					
92	Staplers	54501	H154501	STAPLER, FULLSTRIP, BK, 545	SWING	175					
11	Staplers	44401	H144401	STAPLER,444,FULL,BK	SWING	175					
78	Staplers	74701	H174701 .	STAPLER,4IN REACH,BK	SWING	175					
7.9	Storage Files	74106	P574106	BOX,12X12.25X3,-7/8",WE	QUALPK	200					
8					1 .6 -11 %	+					
81	Synopsis of Discounts	counts	Note: The discou	ints listed below must be reflected in vendor's bid of all liems	of all lenis						

										L	_	
							·	Group	Bidder's		701	Extrapological
		Catalog					Est	Discount	Catalog		i de	Calended
Item #	Product Group	Identifier	Office Max #	ite Ite	Item Description	Mfg	Set Set	%	rage No.	FICE	311	11100
82	Category	Discount		• • •								
83												
84	Badges											
82	Batteries											
1	Binders,									+		
	Clips											
1	Report Covers											
88	Whiteboards											
1	Calculators											
	Calendars											
	Chairmats			·								
93	Clocks											
	Computer					denouvelle						
94	Accessories											
95	Misc											
1	Diskettes											
	Envelopes											
86	Filing Supplies											
	i	•				ut-source.						
	Uniders, Cards,								****			
8	Labels, Storage											
1	Paper											
1	Pens, Pencils,					******						-
5	Erasers											
	Shredders											
	Staplers,											
103	Punches											

Certification

OFFICE07

By submitting a signed bid for OFFICE07 – office supplies – vendor hereby certifies under penalty of perjury that all mandatory specifications contained in the Request for Quotation are met.

Vendor (Type Name of Company)	
5443 Duff Dr. Address	Cincinnati, OH 45240
Shon Libby Name (Type Name)	Title
Signature	/- (7 - 07 Date

Note: No contract shall be awarded prior to receipt of this certification.s

RFQ N	lo C	Alce	07	
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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 exceed 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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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:	21001a	te Express			
Authorized Signature:	<u>Sh</u>	Uil'	Date: _	1-17-07	
No Debt Affidavit (Revised 10	0/13/06)	5	•		

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's
 governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: Carporate Express
Signed:	Signed:
	Title: UP Sales
Title:	Title: VI Jally
Date:	Date:

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor:	Spending Uni	t:	<u> </u>
			N. V.
R	equisition N	lo.: <u>O</u>	ffice 07
ADDENDUM ACKNOWL	EDGEMEN	IT	
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans and	cked adder d/or specific	idum(s) ations,	and have made etc.
Addendum No.'s:			
No. 1			
No. 2			
No. 3	•		
No. 4			
No. 5			
I understand that failure to confirm the receirejection of bids.	pt of the ad	dendur	n(s) is cause for
	Sig	gnature	
·	Co	mpany	xbrazz
	(- (Dạ	(7 - 0 te	7
Exhibit 10 Rev. 11/96			

		OFFICE07 BID SPREADSHEET			CORPORATE EXPRESS						
					Group Bidder's						
		Catalog			Discount		atalog			ł	Extended
Item #	Product Group	Identifier	Item Description	Est Qty	%		Price	Ne	t Price		Price
A CAPACITY		alaman ja pulkui Paulum		. Transfer (1975)						See	
1	Badges	55130	POUCH,NECK,ID CD,CONV,BK	250	58%	\$	3.95	\$	1.66	\$	415.00
2	Badges	5384	BADGE,NAME,LSR,CLIP,3X4	200	58%		57.89	\$	24.31	\$	4,862.00
3	Batteries		BATTERY, DURACL, AA 16PK	100	60%		22.23	\$	8.89	\$	889.00
4	Batteries	MX1500B8Z	BAT,ULTRA,AA,8/PK	100	60%	\$	14.81	\$	5.92	\$	592.00
5	Binders	CV11-20-WE	BINDER, VIEW, 2-CAP, WE	1000	75%		9.83	\$	2.46	\$	2,460.00
6	Binders	CV11-10-WE	BINDER, VIEW, 1-CAP, WE	2500	75%		6.40	\$	1.60	\$	4,000.00
7	Binders	CV11-25-WE	BINDER, VIEW, 3-CAP, WE	2500	75%	•	13.54	\$	3.39	\$	8,475.00
8	Board	558CHL	BOARD,POST-IT NOTE,2X1.5',CCL	100	59%		17.45	\$	7.15	\$	715.00
9	Calculator	TI-30XIIS	CALCULATOR,12 DIGIT,2LINE	100	50%		20.00	\$	10.00	\$	1,000.00
10	Calculator	LS82Z	CALC,8-DIGIT,PORTABLE	100	50%		9.95	\$	4.98	\$	498.00
11	Calculator	TI-503SV	CALC,HANDHELD,SUPERVIEW	100	50%		5.00	\$	2.50	\$	250.00
12	Calculator	TI-1706SV	CALCULATOR,,SOLAR,8DIGIT	100	50%	•	10.00	\$	5.00	\$	500.00
13	Calendar	SK24-00	CAL,PAD,22X17,JAN-DEC	100	60%		8.39	\$	3.36	\$	336.00
14	Calendar	GG2500-00	CAL,PAD,YR,JAN-DEC,BK	100	60%		9.99	\$	4.00	\$	400.00
15	Calendar	E717-50	CAL,REFILL,YR,JAN-DEC	50	60%	\$	4.89	\$	1.96	\$	98.00
40	Card & Card		0.000 0.000.000.000.000.000.000.000.000	400	63%	ው	1 40	\$	0.55	\$	55.00
16	Filing	67570	CARD,ROTARY,2.25X4,100PK	100 250	63%		1.48 123.49	э \$	45.69	Ф \$	11,422.50
17	Chairmat	64483	CHAIRMAT, WKSTN, L, CR	250 250	63%		79.01	Ф \$	29.23	Ф \$	7,307.50
18	Chairmat	76730	CHAIRMAT,HRDFLR,CR,46X60	500	65%		0.51	Ф \$	0.18	\$	90.00
19	Clips	72360	CLIP,PPR,GEM,#1,100/BX	75	48%		45.95	\$	23.89	\$	1,791.75
20	Clocks	625-195	CLK,WALL,LCD DAY/DTE,GY	75	4070	φ	40.50	φ	25.05	Ψ	1,751.75
21	Computer Accessories	91141	WRISTREST,MSEPD,CRYST,BE	200	59%	\$	18.75	\$	7.69	\$	1,538.00
£. 1	Computer	01141	THE THEOTIME DISTRICT			•				•	,
22	Accessories	91137	WRISTREST,GEL,CRYSTAL,BE	200	59%	\$	18.75	\$	7.69	\$	1,538.00
	Computer										·
23	Accessories	91441	WRISTREST,MSEPD,CRYST,PE	200	59%	\$	18.75	\$	7.69	\$	1,538.00
24	Copy Holder	DH140	CPYHLDR,DOC WEDGE,BK	200	59%	\$	7.49	\$	3.07	\$	614.00
	Desk										
25	Accessories	21002-0	TRAY,SDLD,LTR,STCKBLE,BK	175	60%	\$	3.08	\$	1.23	\$	215.25
	Desk										
26	Accessories	21001	TRAY,LTR,SLIDE,STACK,SKE	175	60%	\$	3.08	\$	1.23	\$	215.25
	Desk					_		_		_	
27	Accessories	21101-0	TRAY,LGL,SIDE,STACK,SKE	50	60%		8.58	\$	3.43	\$	171.50
28	Diskettes	12881	DISK,3.5,DS,HD,FRM,10/BX	750	56%		5.62	\$	2.47	\$	1,852.50
29	Diskettes	12381	DISC,CD-RW,1X-4X,700MB	500	56%		1.40	\$	0.62	\$	310.00
30	Diskettes	17332	DISC,CDR,52X,JEWL,10PK,SR	500	56%	,	8.84	\$	3.89	\$	1,945.00
31	Envelopes	86048	ENVELOPE,PADDED,14.25X20	1000	70% 70%		1.54 0.75	\$	0.46 0.23	\$ \$	460.00 230.00
32	Envelopes	85985	ENVELOPE,PADDED,9.5X14.5	1000		Ė		\$		÷	13,580.00
33	Envelopes	11116Q	ENVELOPE,RECYC,4X9.5 ERASER,WHITE BOARD	1000 200			45.25 3.25	\$ \$	13.58 1.33	\$ \$	266.00
34 35	Erasers Erasers	81505 ZER-2	REFILL,CLIC ERASER,2/PK	250			1.85	\$	0.72		180.00
33	Ergonomic	2011-2	NEMEL, OLIO LIVAGEN, 27 IV	200	01,0	Ψ	1.00	Ψ	0.12	Ψ	100.00
36	Accessories	48121	FOOTREST,STANDARD,ADJUST	75	59%	\$	24.39	\$	10.00	\$	750.00
00	Ergonomic	.0121						•			
37	Accessories	91712	RISER,MON PM,2"4"	50	59%	\$	22.69	\$	9.30	\$	465.00
38	Filing Supplies	S26E	POCKET, FILE, LEGAL, BULK	500			2.05	\$	0.74	\$	370.00
39	Filing Supplies	S24E	FILE POCKET,LTR,STR,BULK	500			1.50	\$	0.54	\$	270.00
40	Filing Supplies	S34G	FILE,POCKET,EXP,5.25	500	64%	\$	1.79	\$	0.64	\$	320.00
41	Filing Supplies	S36G	FOLDER,REC,LGL,5PC	500	64%		2.19	\$	0.79	\$	395.00
42	Filing Supplies	1524EB-OX	POCKET,FILE,LTR,BE,3.5EX	500	64%		2.56	\$	0.92	\$	460.00
43	Index Dividers	CI2138C	INDEX,BDR,11X8.5,8 CLEAR	750	60%		1.78	\$	0.71	\$	532.50
44	Index Dividers	Cl2135C	INDEX,BDR,11X8.5,5 CLEAR	500	60%		1.22	\$	0.49	\$	245.00
45	Index Dividers	CI2138	INDEX,BDR,11X8.5,8 COLOR	500	60%		1.78	\$	0.71	\$	355.00
46	Labels	5160	LABEL,ADD,LSR,1X2 5/8 3K	250	70%		42.00	\$	12.60	\$	3,150.00
47	Labels	4150	LABELS, PRINTER, F/S114	200	70%		13.75	\$	4.13	\$	826.00
48	Labels	5202	LABEL, FILE, PERM, WE, 248PK	200			4.83	\$	1.45	\$	290.00
49	Labels	30252	LABEL,ADD 11/8X3,2RL/BX	200			24.95	\$	7.49	\$	1,498.00
50	Labels	05729	LABEL, REINFORC, WE, 200	200			1.71	\$ \$	0.51 3.31	\$ \$	102.00 2,482.50
51	Paper		Hammermill Tital MP Copy Paper 20 #	750	80%	Φ	16.55	Ф	J.J I	Φ	2,402.00

52	Paper		HP, 20 lb, 92Bbrightness	500	80%	\$ 16.85	\$	3.37	\$	1,685.00
53	Paper		Xerox 20 lb, 92 brightness,	500	80%	\$ 19.03	\$	3.81	\$	1,905.00
54	Paper	HPM1120	PAPER,HP,MULTI,20#,WE	500	80%	\$ 19.37	\$	3.87	\$	1,935.00
55	Paper	P13R11380	Xerox 24 #, 98 brightness	250	80%	\$ 23.78	\$	4.76	\$	1,190.00
56	Paper	P1HPB1124	Hewlett-Packard, 24#, 100 Brightness	750	80%	\$ 33.00	\$	6.60	\$	4,950.00
57	Paper Writing	20-244	PAD,LEGAL,3HP,8.5X11,WE	250	80%	\$ 6.59	\$	1.32	\$	330.00
58	Paper Writing	78-908	Notebook, Steno	500	80%	\$ 9.53	\$	1.91	\$	955.00
59	Pen, Writing	31021	PEN,RLRBLL,GELINK,FPT,BE	200	61%	\$ 1.98	\$	0.77	\$	154.00
60	Pen, Writing	RLC11BE	PEN,ROLLER,GEL,MM,BLUE	200	61%	\$ 1.45	\$	0.57	\$	114.00
61	Pen, Writing	30006	PEN,BALLPT,RETRACT,M,BE	200	61%	\$ 1.95	\$	0.76	\$	152.00
62	Pencil	12235	PENCIL,#2,PRE-SHARPENED	500	61%	\$ 2.88	\$	1.12	\$	560.00
63	Pencil	02254	PENCIL,WOOD,BK,#2	250	61%	\$ 3.80	\$	1.48	\$	370.00
64	Pencil	20051	GRIP,PENCIL,ASST,5/PK	250	61%	\$ 1.49	\$	0.58	\$	145.00
65	Pencil	12132	PENCIL,#2,UNSHARPENED	250	61%	\$ 2.79	\$	1.09	\$	272.50
66	Punches	74300	PUNCH,PPR,3 HOLE,32 SHT	250	70%	\$ 69.60	\$	20.88	\$	5,220.00
67	Punches	74050	PUNCH,PPR,2HOLE,BK,1/4	200	70%	\$ 23.75	\$	7.13	\$	1,426.00
68	Report Cover	57525	PORTFOLIO,TWNPKT,BE,25BX 646	500	59%	\$ 33.75	\$	13.84	\$	6,920.00
69	Report Cover	A7025971A	CVR,RPRT,BK,SIDE-BD	250	59%	\$ 3.25	\$	1.33	\$	332.50
70	Report Cover	A7025972A	CVR,RPRT,SIDE-BD,LBE	250	59%	\$ 3.25	\$	1.33	\$	332.50
71	Report Cover	47985	PORT,2 PCKT 25 DBE	250	59%	\$ 16.98	\$	6.96	\$	1,740.00
72	Shredders	3260204	P-55C SHREDDER	25	65%	\$ 109.95	\$	38.48	\$	962.00
73	Shredders	3860504	POWERSHRED PS-65C SHREDDER	25	65%	\$ 179.95	\$	62.98	\$	1,574.50
74	Shredders	3661401	SHREDDER,SB95C,POWERSHRD	25	65%	\$ 399.98	\$	139.99	\$	3,499.75
75	Shredders	3240004	SHREDDER,CONFETTI CUT,BK	25	65%	\$ 79.95	\$	27.98	\$	699.50
76	Staplers	54501	STAPLER, FULLSTRIP, BK, 545	175	70%	\$ 13.05	\$	3.92	\$	686.00
77	Staplers	44401	STAPLER,444,FULL,BK	175	70%	\$ 28.25	\$	8.48	\$	1,484.00
78	Staplers	74701	STAPLER,4IN REACH,BK	175	70%	\$ 30.45	\$	9.14	\$	1,599.50
79	Storage Files	74106	BOX,12X12.25X3,-7/8",WE	500	70%	\$ 3.55	\$	1.07	\$	535.00
					%				œ 4	25,050.00
90	Missellaneous O	antitu Maiatta	d for Did Analysis	640 000					\$	4,200.00
80	Miscellaneous Qu	anuty - vveignte	u ioi biu Ariaiysis	\$10,000	58%	Grand	т-	tal.	•	
						Grand	1 0	ıdi	ΦÌ	29,250.00

Synopsis of Discounts	
Category	Discount
Badges	58%
Batteries	60%
Binders,	75%
Clips	65%
Report Covers	59%
Whiteboards	59%
Calculators	50%
Calendars	60%
Chairmats	63%
Clocks	48%
Computer	
Accessories	59%
Misc	58%
Diskettes	56%
Envelopes	70%
Filing Supplies	64%
Dividers, Cards,	
Labels, Storage	
Supplies	70%
Paper	80%
Pens, Pencils,	
Erasers	61%
Shredders	65%
Staplers,	
Punches	70%