

# Request for Guotation ISCK0002

ISCK0002

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

ADDRESS CORRESPONDENCE TO ATTENTION OF

RFQ COPY TYPE NAME/ADDRESS HERE Rasix Computer Center, Inc. dba Academic Supplier 1121 Bay Blvd., Suite A

Chula Vista, CA 91911-2667

DATE PHIN	ΕD	ΊΕΆ	WS OF SAU		SHIP V	(A		FOR		FREIG	HYTERMS	
07/17/ BID OPENING DATE:		Net 30 D			Best Way			leston, WV		Destination 30PM		
LINE .	800000000000000000000000000000000000000	08/04/ umv	2009 Joe	GAT NG	ITEM:NUIV		)P.Fii	UNIT PRICE			MOUNT	
0001		1	EA		700-57-55	-004		****				
- Aleksandra Artificial Artificia	CONER/	DEVELO	PER O	PEN-E	ND CONTRAC	et [			***************************************			
And the state of t	***************************************		And the state of t	REQUE	ST FOR QUO	NOTTATION						
	AGENCY SOLICI THE AG	, THE TING B	WEST CDS F CTH E	VIRGI OR AN NHANC	NIA OFFICI OPEN END ED TONER	E OF TEC	CHNO CT	ON FOR THI OLOGY, IS TO PROVIDI PER PER			-3 P 1: 09	SAN BY STORY
	KRISTA DIVISI KRISTA QUESTI ALL TE	FERRE ON VIA .s.FER ONS IS CHNICA	LL IN FAX RELL® JULY JULY L QUE:	THE 1 AT 30 WV.GO 28, STION	WEST VIRG 1-558-411 V. DEADL 2009 AT TO S RECEIVED	INIA STA 5 OR VIA INE FOR HE CLOSI D, IF AI	ATE A E AL C I O	L TECHNICA F BUSINES:	VG VL S	Sale of Control of Con	377 1007	
and the state of t	MAY SU NOT CO SUBMIT	BMIT A NSIDER TED AT FORMA	BID 'ED TO	O TH	E STATE O	F WEST V	ZR		ACA 121 E	DEMIC AY BLV A VISTA	D. STE	E A & 🛊
		F CONT AND EX		FOR .	PERIOD (	OF ONE	(1)	EFFECTIVI	S ON			
SIGNATURE JU/Z	* 1			SEERE	VERSE SIDE FOR 1	ERMS AND COL TELEPHONE 800	0.266	INS .2892	DATE 3	1 July 2009		
TITLE Sales Manag	1	)		811460	h h d. k d one on h h a-ma	4 P. P. P. P. C.		ADDRESS C				/E
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	IF NORESE	ONDING	TO RFQ	LINSER	IT NAME AND	ADDRESS	IN S	PACE ABOVE	LABELI	±D 'VEND(	JH.	

# 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 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

#### **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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



RFQ COPY

1121 Bay Blvd., Suite A

Chula Vista, CA 91911-2667

TYPE NAME/ADDRESS HERE

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

Rasix Computer Center, Inc. dba Academic Supplier

### Request for BEGINGHER Quotation

ISCK0002

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL <u> 804-558-2596</u>

BUILDING 6, ROOM B110 CHARLESTON, WV

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER 1900 KANAWHA BOULEVARD, EAST 25305-0135 304-558-5914

DATE PRIN	TEO .	TERMS OF S	ALE:	SHIP	(IA	F.	) i i	FREIGHTTERMS
	2009			Best Way			vv l	
OPENING DATE:	100000000000000000000000000000000000000	/04/2009		I	BID		<u> TTME 01</u>	
LINE	QUANTIT	YOU: Y	CAT.	ITEM NU	VBER	UNIT	PRICE	AMOUNT
			27 200 200 200 200 200 200 200 200 200 2		. 3000000000000000000000000000000000000			
	Englanders and management		-117 417-177	A CANTES TO THE	יות נו בדושריים	אוריים אלימיו מידיים אלימיו	ה אמ דמ	\( \frac{1}{2} \)
	YEAR OR	ONTIL SU	AFAT A	ASONABLE NEW CONTR	TEMES T	DEKEAFIE	r ad to	
	NECESSAR		אווון אי	E "REASON	HOT OR .	MENTA TU	OD GUATI.	
	NOA EXCE.	RD TENETAN	E (177)	MONTHS.	DITETNO	THIS "R	EASONABLE	
				ERMINATE				1
				DIRECTOR				
	WRITTEN	1				1		
				ľ		ŀ		
				CONS ARE				
				ENT, THE				-
	•	Ł.	IN ARE	FIRM FOR	THE LI	FE OF TH	E	
	CONTRACT		ŀ					
	10 20 20 20 20 20 20 20 20 20 20 20 20 20	m177 ~~~	, Tillian 20 2000	MAY BE R	<b>የመሊየየመየራን የመ</b> ጀሌ - 1	TDOM HITTE	<i>ከለያቸናበያቸው ዋ</i>	
				SPENDING				
				TOR OF PU				l l
				RATION DA				
				THE TERMS				
				SHALL BE				
		PERTODS						
						The state of the s		
				CTOR OF P				
				ONTRACT I				
				F THE COM				
				ERIOR QUA				
	IO THE S.	PECIFICA:	LLONS	OF THE BI	D AND C	PRIRACI	nekeln.	
	DEEN MAR	KET CLAIR	se: TH	E DIRECTO	R OF PIT	   CHASTNG	MAY	
				NIT TO PU				
				LING OF A				
	ESTIMATE	. ITEMS A	SPECIF	LED ON TH	IS CONT	RACT FOR	Δ	CADEMIC SUPPLIE
	TMMEDIAT	e dețiaei	RK IN	EMERGENCI	es due '	TO UNFOR	eseen 440	RAV RIVO CTE A
	causes (:	INCLODING	BUT :	NOT LIMIT	ED TO D	ęlays in	TRANS-	BAY BLVD. STE A
	PORTATIO	N OR AN I	TTVANT	CIPATED I	NCREASE	IN THE	VOLUME OF	IULA VISTA, CA 919
:	OF WORK.	)		<u>}</u>				
	1 126 : 1/	1	SEEME	L VERSESIDE FOR (	ERMS AND CO	L NDITIONS		1
NATIONE A	102m					0.266.2892	DATE	31 July 2009
Sales Mana	ner )	FEIN	0044400		1	<del></del>		S TO BE NOTED ABOVE
			-0811460		***		BOVE LABEL	



# Request for Quotation

ISCK0002

AFO NUMBER

SOPACE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL

RFQ COPY TYPE NAME/ADDRESS HERE

Rasix Computer Center, Inc. dba Academic Supplier

1121 Bay-Blvd., Suite A

Chula Vista, CA 91911-2667

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

OATE PRINTED TERMS OF SALE SHIP VIA FREIGHTSTERMS 07/17/2009 Best Way Net 30 Days Charleston, WV Destination BID OPENING DATE: 08/04/2009 BID OPENING TIME 01:30PM INF **QUANTITY** UOP ITEM NUMBER UNITPRICE AMOUNT 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 prdered for delivery during the term of the contract. whether more or less than the quantities shown. brdering procedure: spending unit(s) shall issue a WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID! AND TERMINATE SUCH CONTRACT 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. ACADEMIC SUPPLIER 1121 BAY BLVD. STE A & B REV. 05/26/2009 CHULA VISTA, CA 91911 EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND to political subdivisions of the state of west SEE REVERSE SIDE FOR TERMS AND CONDITIONS. TELEPHONE 800.266.2892 31 July 2009 ADDRESS CHANGES TO BE NOTED ABOVE 33-0811460 WH⊭N RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



### Request for Request statuments Quotation

ISCK0002

ADDRESS:CORRESPONDENCE TO ALTENTION OF

KRISTA FERRELL B04-558-2596

TYPE NAME/ADDRESS HERE Rasix Computer Center, Inc. dba Academic Supplier

1121 Bay Blvd., Suite A

RFO COPY

Chula Vista, CA 91911-2667

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

DATE PRINTED TERMS OF SALE .... SHIP VIA FREIGHTTERMS 07/17/2009 Net 30 Days Best Way Charleston, WV Destination BID OPENING DATE: 08/04/2009 BID OPENING TIME 01:30PMQUANTITY. UOP ITEM NUMBER UNITPRICE AMOUNT IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVIBIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE BUCH REFUSAL IN HIS BLD. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE information for any alternates may be erounds for REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST IRGINIA LEGISLATIVE RULES AND REGULATIONS. NOTICE ACADEMIC SUPPLIER SIGNED BID MUST BE SUBMITTED TO: 1121 BAY BLVD. STE A & B CHULA VI\$TA, CA 91911 DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE 800.266.2892 31 July 2009 FEIN ADDRESS CHANGES TO BE NOTED ABOVE 33-0811460 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



# Request for Guotation ISCK0002

ISCK0002

ADDIRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE

Rasix Computer Center, Inc. dba Academic Supplier

1121 Bay Blvd., Suite A

Chula Vista, CA 91911-2667

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0135

304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F/6/B	FREIGHTTERMS
	et 30 Days	Best Way		Destination
W <sup>0</sup> /	04/2009 1 86 T 60			1,30PM
LINE QUANTITY	UOP OF	TEMNUMBER	UNITPRICE	AMOUNT
	Washington s Leston, WV 2			
	OPE OR THE BI	THIS INFORMATION MAY NOT BE CON:	N ON THE FACE OF SIDERED:	
BUYER:	KRIS	TA FERRELL-FILE :	21	
RFQ. NO.:	ISCK	0002		
BID OPENI	NG PATE: 08/0	4/2009		70 0000
BID OPENI	NG TIME: 1:30	PM		
PLEASE PR	OVIDE A FAX N T YOU REGARDI	UMBER IN CASE IT NG YOUR BID:	IS NECESSARY	
		866.540.3292		
CONTACT P	erson (please	PRINT CLEARLY): Jeffrey Kozma		
		The state of the s	1121 BAY	VIC SUPPLIER BLVD. STE A & B ISTA, CA 91911
SIGNATURE AND OWN		VERSE SIDE FORTERMS AND CON TELEPHONE 80	IDITIONS	31 July 2009
TITLE Sales Manager	FEIN	1		S TO BE NOTED ABOVE
	33-0811460 ING TO REQ. INSER	T NAME AND ADDRESS I	N SPACE ABOVE LABEL	

Rev. 09/08

### State of West Virginia

## **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). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor 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 headquarters or principal place of business continuously in 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 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; or,
2.	Application is made for 2.5% resident vendor 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,
3.	Application is made for 2.5% resident vendor preference for the reason checked:  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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an Individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requiren against	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Rasix Computer Center, Inc. dba Academic Supplier Signed:
Date:	31 July 2009 Title: Sales Manager
*Check ar	by combination of preference consideration(s) indicated above, which you are entitled to receive,

# STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

#### **VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name: Rasix Computer Center, Inc. dba Academic Supplier		
Authorized Signature: 62/mc	Date:	31 July 2009
Purchasing Affidavit (Revised 01/01/dg)		

ACADEMIC SUPPLIER 1121 BAY BLVD. STE A & B CHULA VISTA. CA 91911

### Specifications

- 1. Agency requires cases each containing eight (8) bottles of Enhanced Printing Toner, IBM part number 1402833.
- 2. Agency requires cases each containing two (2) bottles of Enhanced Printing Developer, Version 2, IBM part number 69G7379.
- 3. Orders shall be scheduled for automatic monthly shipments. Failure to deliver within 5 days could result in the cancellation of the contract.

Part number	Description	Expected volume	Price per case	Monthly cost
1402833	1 case of toner	8 cases/month	\$433.00	\$3,464.00
69G7379	1 case of developer	2 cases/month	\$888.00	\$1,776.00
		- The state of the	•	\$5,240.00

All "or equal" products must be able to demonstrate compatibility with the State's existing equipment and be able to provide written documentation verifying compatibility.