



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  
**OFFICE06**

PAGE  
**1**

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<br><b>05/02/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **05/18/2006** BID OPENING TIME **01:30PM**

| LINE                   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------------------------|----------|-----|----------|--|------------|--------|
| <b>ADDENDUM NO. 01</b> |          |     |          |  |            |        |
| 1.                     |          |     |          | WV-96 IS ATTACHED. THIS MUST BE SIGNED PRIOR TO THE ISSUANCE OF ANY CONTRACT.  |            |        |
| 2.                     |          |     |          | THE ESSELT VS SMEAD FOLDERS HAS BEEN ADDRESSED ON THE PRICING PAGE. IF THERE WAS A PRODUCT QUITE SIMILAR, THE SMEAD NUMBER HAS BEEN ADDED TO THE PRICING PAGE. TWO ITEMS WERE REMOVED BECAUSE NO CLOSE MATCH WAS FOUND IN THE SMEAD BRAND.                               |            |        |
| 3.                     |          |     |          | OFFICE06 SPECIFICATIONS ARE ATTACHED, REV 5/1/06.  |            |        |
| 4.                     |          |     |          | COMPUTER DISKETTE WITH THE PRICING PAGES (AN EXCEL DOCUMENT) IS ENCLOSED. PLEASE RETURN THIS DISKETTE WITH YOUR BID. THE PAPER VERSION OF PRICING PAGES SHALL PREVAIL IF ANY DIFFERENCES EXIST BETWEEN THE PAPER AND ELECTRONIC VERSIONS. REVISED PICING PAGES ATTACHED. |            |        |
| 5.                     |          |     |          | QUESTIONS AND ANSWERS RECEIVED (TWO PAGES) ARE ATTACHED.   |            |        |
| 6.                     |          |     |          | LIST OF PRE-BID ATTENDEES IS ATTACHED.   |            |        |
| 7.                     |          |     |          | ATTACHED CERTIFICATION MUST BE COMPLETED PRIOR TO AWARD OF ANY CONTRACT.   |            |        |
| 8.                     |          |     |          | THE BID OPENING DATE HAS BEEN CHANGED TO 5/18/06 AT 1:30 P.M.  |            |        |
| 9.                     |          |     |          | ADDENDUM ACKNOWLEDGEMENT IS ENCLOSED. THIS SHOULD BE SIGNED AND RETURNED WITH THE BID. FAILURE TO DO SO MAY BE GROUNDS FOR   |            |        |

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'



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  
**OFFICE06**

PAGE  
**2**

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<br><b>05/02/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **05/18/2006**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p><b>DISQUALIFICATION. PLEASE DO NOT RETURN THIS FORM SEPARATELY - IT SHOULD BE INCLUDED WITH YOUR BID.</b></p> <p><b>*****END OF ADDENDUM NO. 01*****</b></p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |      |  |      |
|-----------|------|--|------|
| SIGNATURE |      | TELEPHONE                                | DATE |
| TITLE     | FEIN | <b>ADDRESS CHANGES TO BE NOTED ABOVE</b> |      |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) 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. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

## OFFICE06 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 was on April 27, 2006 at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Only vendors who were represented at this meeting are eligible to bid.

### **Background – 2005 Calendar Year Statistics:**

Currently the State agencies and political subdivisions spend approximately \$5,700,000 annually in office supplies.

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

|           |               |
|-----------|---------------|
| Internet: | <u>46.0</u> % |
| Fax:      | <u>33.4</u> % |
| Phone:    | <u>20.3</u> % |
| Other:    | <u>.3</u> %   |

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. Vendor supplies a delivery or packing slip with each order or delivery for confirmation purposes.

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 a current catalog(s) that contains product lines broad enough to meet the needs of the State of West Virginia. Each item bid on the pricing page from the catalog must be identified by a reference number.
2. 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 must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any product not identified by a category discount shown. For evaluation purposes, an estimate of quantity has been inserted to give the miscellaneous category a value in the bid evaluation. **NOTE:** The category discount must be for 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.

Bidders should flag the items in the catalogs that appear on the pricing pages, to assist in the evaluation and verification of the bids. If bidders prefer, an excel document can be prepared to assist in locating the items in the catalog.

Vendors are requested to type the pricing pages. This is an excel document and is on the enclosed diskette.

4. Bidders should attach current catalog/price list to their bid. Such catalog/price list must be received prior to bid evaluation. 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. If multiple percentage discounts are bid, the bidder must clearly indicate which list, category, or brand to which the percentage applies. If any discrepancies exist in the pricing in the bid schedule in the actual price list, percentage discount bid, and the actual price list, the percentage bid shall

prevail and such mathematical errors may be corrected by the buyer for evaluation purposes. The catalog(s)/price list(s) submitted will be used with any resulting contract.

5. Bidders shall complete the pricing on "OFFICE06 Pricing Pages". Bidders should complete all columns and information requested. This item list represents purchases made in 2005. 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.
6. **NOTE:** Bidders must bid the exact brand that is listed on the pricing pages. For items that are labeled "Office", bidders may bid their own private brand - or any other brand. Bidders **MUST** indicate the brand they are bidding on all items. The only exception is the Esselt folders that were on the pricing pages. Two of the items have been removed; the others have an alternate Smead product number. Vendors may bid either brand.

### **Additional Information**

1. The lowest cost, most complete bid shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The awarded shall be based on the entire catalog; exceptions are items that are covered by other specific contracts, such as furniture and computer products.
2. The catalog/price list may be updated at renewal. If the Purchasing Division extends the offer to renew, and the new catalogs have significant price increases, Purchasing may decline and re-bid the contract. If the vendor rearranges the catalog and item classification changes, the highest discount of the two shall apply.
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. 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**

1. Successful vendor shall provide catalogs/price lists, at no charge, upon request to various state agencies. 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.

2. 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.
3. All deliveries shall be placed as requested in 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, if there are no future deliveries within this time frame.
4. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
5. 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.
6. The successful bidder must provide a contract coordinator as a sole “point of contact” for the State of West Virginia.

### **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, 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**

1. Include dated and numbered catalog/price list(s) – One set; 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: | April 11, 2006 |
| Mandatory Pre-Bid:                   | April 27, 2006 |
| Written Question Deadline:           | April 25, 2006 |
| Bid Opening Date:                    | May 18, 2006   |



VENDOR: \_\_\_\_\_

OFFICE06 - PRICING PAGE

Rev.5/01/2006

| Item # | Office Max MDSE CL | Office Max Product Number | Product Description        | Product Brand   | JOM | Estimated Quantity | Brand Bid | Disc. From List | List Price | Unit Price | Total |
|--------|--------------------|---------------------------|----------------------------|-----------------|-----|--------------------|-----------|-----------------|------------|------------|-------|
| 1      | P1                 | OX9001                    | PPR,X-9 20#,8.5X11,WE      | BC-PTD          | RM  | 105,525            |           |                 |            |            |       |
| 2      | H4                 | OM97413                   | CLIP,BINDER,SMALL 12/BX    | OFFICE          | BX  | 10,750             |           |                 |            |            |       |
| 3      | N1                 | 32221                     | PEN,BALL,RETRACT,MED,BE    | PILOT           | EA  | 7,790              |           |                 |            |            |       |
| 4      | A9                 | 06604                     | FILM,CORRECTN,DISPSBL      | GILLET          | EA  | 7,725              |           |                 |            |            |       |
| 5      | B1                 | SK24-00                   | CAL,PAD,22X17,JAN-DEC      | ATAGLA          | EA  | 7,500              |           |                 |            |            |       |
| 6      | A8                 | OM97814                   | TAPE,INVISIBLE,3/4X1296    | OFFICE          | RL  | 7,375              |           |                 |            |            |       |
| 7      | H4                 | OM97008                   | CLIP,BINDER,MED 12/BX      | OFFICE          | BX  | 7,225              |           |                 |            |            |       |
| 8      | P1                 | CC2201                    | PPR,PRO-88 20#,8.5X11,WE   | BC-PTD          | RM  | 6,525              |           |                 |            |            |       |
| 9      | N1                 | 32211                     | PEN,BALL,RETRACT,FINE,BE   | PILOT           | EA  | 5,600              |           |                 |            |            |       |
| 10     | A8                 | 810-1296-3/4              | TAPE,MAGIC,#810,3/4X1296   | 3M              | RL  | 5,525              |           |                 |            |            |       |
| 11     | N2                 | 24425S                    | HIGHLIGHTER,LQD ACCENT,FYW | SANFRD          | EA  | 5,525              |           |                 |            |            |       |
| 12     | N2                 | 64326                     | HIGHLIGHTER,4009,YW        | FABERC          | EA  | 5,150              |           |                 |            |            |       |
| 13     | F1                 | S26E                      | POCKET,FILE,LEGAL,BULK     | ESSELT or SMEAD | EA  | 4,825              |           |                 |            |            |       |
| 14     | N2                 | 30001                     | MARKER,BK,F,PERM           | F174380         | EA  | 4,650              |           |                 |            |            |       |
| 15     | P1                 | 054901                    | PPR,ASPEN,8.5X11           | SANFRD          | EA  | 4,600              |           |                 |            |            |       |
| 16     | P1                 | MP1050                    | PPR,8.5X11,WE,X-9+,20#     | BC-PTD          | RM  | 4,525              |           |                 |            |            |       |
| 17     | F1                 | S24E                      | FILE POCKET,LTR,STR,BULK   | BC-PTD          | RM  | 4,450              |           |                 |            |            |       |
| 18     | N1                 | 31021                     | PEN,RLRBL,GELINK,FPT,BE    | ESSELT          | EA  | 4,435              |           |                 |            |            |       |
| 19     | H4                 | OM97423                   | CLIP,BINDER,MINI 12/BX     | PILOT           | EA  | 4,110              |           |                 |            |            |       |
| 20     | N2                 | 08888                     | MARKER,CHISEL TIP,BK,LGE   | OFFICE          | BX  | 4,000              |           |                 |            |            |       |
| 21     | P1                 | MP1050                    | PPR,8.5X11,WE,X-9+,20#     | AVERY           | EA  | 3,890              |           |                 |            |            |       |
| 22     | P1                 | HPM1120                   | PAPER,HP,MULTI,20#,WE      | BC-PTD          | RM  | 3,875              |           |                 |            |            |       |
| 23     | M6                 | 43036                     | TAPE,VHS PREM,120MIN       | HEWLET          | RM  | 3,750              |           |                 |            |            |       |
| 24     | A8                 | 3710-2-CR                 | TAPE,SEALING,CLEAR,2 IN    | SONY            | EA  | 3,750              |           |                 |            |            |       |
| 25     | A2                 | 654-YW                    | PAD,NOTE,YW,3X3            | 3M              | RL  | 3,650              |           |                 |            |            |       |
| 26     | H1                 | 35450                     | STAPLES,210/STRIP,5M/BX    | 3M              | PD  | 3,650              |           |                 |            |            |       |
| 27     | M6                 | 43131                     | CASS,AUDIO,STAND,90MIN     | SWING           | BX  | 3,525              |           |                 |            |            |       |
| 28     | A7                 | 12J12                     | CUP,FOAM,12OZ,WE,25PK      | SONY            | EA  | 3,400              |           |                 |            |            |       |
| 29     | N5                 | OM97010                   | PENCIL,WOOD,#2,YW          | DART C          | PK  | 3,350              |           |                 |            |            |       |
| 30     | A9                 | 10140                     | CLING PAD,HND,50/PK        | POINTE          | DZ  | 3,300              |           |                 |            |            |       |
| 31     | L2                 | CV11-10-WE                | BINDER,VIEW,1-CAP,WE       | LEE-PD          | EA  | 3,270              |           |                 |            |            |       |
| 32     | A2                 | 654-YW                    | PAD,NOTE,YW,3X3            | AVERYD          | EA  | 3,265              |           |                 |            |            |       |
| 33     | L3                 | 11467                     | INDEX,8-TAB,INSERT-MULTI   | 3M              | EA  | 3,235              |           |                 |            |            |       |
| 34     | L2                 | CV11-20-WE                | BINDER,VIEW,2-CAP,WE       | AVERY           | ST  | 3,215              |           |                 |            |            |       |
| 35     | A2                 | OM97801                   | NOTE,RMV 3X3,YW            | AVERYD          | EA  | 3,050              |           |                 |            |            |       |
| 36     | H4                 | 99911                     | CLIP,PAPER,#1REG,100/BX    | OFFICE          | PD  | 3,000              |           |                 |            |            |       |
| 37     | N1                 | 64101                     | PEN,BALLPT,RET,COMFRT,BE   | OFFMAT          | BX  | 3,000              |           |                 |            |            |       |
|        |                    |                           |                            | GILLET          | EA  | 3,000              |           |                 |            |            |       |

VENDOR: \_\_\_\_\_

OFFICE06 - PRICING PAGE

Rev.5/01/2006

| Item # | Office Max<br>MDSE CL | Office Max<br>Product<br>Number | Product Description      | Product Brand                 | UOM | Estimated<br>Quantity | Brand Bid | Disc.<br>From List | List Price | Unit Price | Total |
|--------|-----------------------|---------------------------------|--------------------------|-------------------------------|-----|-----------------------|-----------|--------------------|------------|------------|-------|
| 38     | N2                    | 27025                           | HIGHLIGHTER,FYW,F        | SANFRD                        | EA  | 3,000                 |           |                    |            |            |       |
| 39     | H4                    | 99914                           | CLIP,PPR,JUMBO,100/BX    | OFFMAT                        | BX  | 2,775                 |           |                    |            |            |       |
| 40     | S1                    | 51645A                          | CTG,DESKJET,850C,855,BK  | HEWLET                        | EA  | 2,775                 |           |                    |            |            |       |
| 41     | N1                    | 95101                           | PEN,FLXGRP,RETRACTBLE,BE | GILLET                        | EA  | 2,775                 |           |                    |            |            |       |
| 42     | N2                    | BL11-YW                         | HIGHLIGHTER, YW,F        | BIC                           | EA  | 2,725                 |           |                    |            |            |       |
| 43     | L2                    | 75254                           | POCKETS,FBINDERS,5/PK    | AVERYD                        | PK  | 2,625                 |           |                    |            |            |       |
| 44     | A2                    | 655-YW                          | PAD,NOTE,YW,3X5          | 3M                            | PD  | 2,525                 |           |                    |            |            |       |
| 45     | N1                    | RLC11BE                         | PEN,ROLLER,GEL,MM,BLUE   | BIC                           | EA  | 2,500                 |           |                    |            |            |       |
| 46     | H4                    | OM97414                         | CLIP,BINDER,LARGE 12/BX  | OFFICE                        | BX  | 2,475                 |           |                    |            |            |       |
| 47     | M6                    | 43130                           | CASS,AUDIO,STAND,60MIN   | SONY                          | EA  | 2,475                 |           |                    |            |            |       |
| 48     | N1                    | 30006                           | PEN,BALLPT,RETRACT,M,BE  | PILOT                         | EA  | 2,470                 |           |                    |            |            |       |
| 49     | H4                    | 72500                           | CLIP,PPR,JUMBO,#4,100/BX | ACCO                          | BX  | 2,425                 |           |                    |            |            |       |
| 50     | P3                    | OM97620                         | PPR,FILL,16,LB,COL,100   | OFFICE                        | PK  | 2,310                 |           |                    |            |            |       |
| 51     | L3                    | 11468                           | INDEX,8-TAB,INSERT,CLEAR | AVERY                         | ST  | 2,300                 |           |                    |            |            |       |
| 52     | N1                    | 60143                           | PEN,ROLLER,BALL,ONYX,BK  | FABERC                        | EA  | 2,300                 |           |                    |            |            |       |
| 53     | A8                    | OM97816                         | TAPE,TRANS,3/4X1296      | OFFICE                        | RL  | 2,300                 |           |                    |            |            |       |
| 54     | N1                    | 60041                           | PEN,ROLLER,MICR ONYX,BE  | FABERC                        | EA  | 2,200                 |           |                    |            |            |       |
| 55     | A7                    | 8J8                             | CUP,FOAM,8Z,25/PK        | DART C                        | PK  | 2,200                 |           |                    |            |            |       |
| 56     | N1                    | SCSF11-BE                       | PEN,BALLPT,RETRACT,F,BE  | BIC                           | EA  | 2,200                 |           |                    |            |            |       |
| 57     | F1                    | S34G                            | FILE,POCKET,EXP,5.25     | ESSELT or<br>Smead<br>F173390 | EA  | 2,150                 |           |                    |            |            |       |
| 58     | H4                    | 72360                           | CLIP,PPR,GEM,#1,100/BX   | ACCO                          | BX  | 2,150                 |           |                    |            |            |       |
| 59     | N1                    | SCSM11-BE                       | PEN,BALLPT,RETRACT,M,BE  | BIC                           | EA  | 2,125                 |           |                    |            |            |       |
| 60     | N1                    | 14002                           | PEN,ROLLER,GEL,7MM,BLUE  | PILOT                         | EA  | 2,110                 |           |                    |            |            |       |
| 61     | N1                    | 65871                           | PEN,UNIBALL,GEL,RT,BE    | SANFRD                        | EA  | 2,050                 |           |                    |            |            |       |
| 62     | F1                    | 3526E-OX                        | POCKET,FILE,LGL,3.5,EXP  | ESSELT or<br>Smead<br>F11526E | EA  | 2,050                 |           |                    |            |            |       |
| 63     | S1                    | C6656AN                         | CTG,INK,56,BK,DJ,5550/51 | HEWLET                        | EA  | 2,050                 |           |                    |            |            |       |
| 64     | N1                    | 49986                           | PEN,ROLLER,GEL,RETR,BLUE | AVERY                         | EA  | 2,025                 |           |                    |            |            |       |
| 65     | A9                    | WOTAPP11                        | TPE,CORRECTION,WITE-OUT  | BIC                           | EA  | 2,025                 |           |                    |            |            |       |
| 66     | H1                    | OM97011                         | STAPLES,STD,FULL,5000BX  | OFFICE                        | BX  | 2,025                 |           |                    |            |            |       |
| 67     | N1                    | 32011                           | PEN,BALL,EASYTCH,MED,BE  | PILOT                         | EA  | 2,000                 |           |                    |            |            |       |
| 68     | N1                    | 30001                           | PEN,BALLPT,RETRACT,F,BE  | PILOT                         | EA  | 2,000                 |           |                    |            |            |       |
| 69     | N1                    | VCG11-BE                        | PEN,BALLPT,RET,ATLNTS,BE | BIC                           | EA  | 2,000                 |           |                    |            |            |       |
| 70     | N1                    | 33951                           | PEN,SIGNO,207 GEL,BE     | SANFRD                        | EA  | 1,900                 |           |                    |            |            |       |
| 71     | N1                    | 31003                           | PEN,RLRBL,GELINK,XFNE,BE | PILOT                         | EA  | 1,900                 |           |                    |            |            |       |
| 72     | A2                    | 654RP-YW                        | POST-IT,RECY,3X3,YW      | 3M                            | PD  | 1,900                 |           |                    |            |            |       |

VENDOR: \_\_\_\_\_

OFFICE06 - PRICING PAGE

Rev.5/01/2006

| Item # | Office Max MDSE CL | Office Max Product Number | Product Description       | Product Brand   | UOM | Estimated Quantity | Brand Bid | Disc. From List | List Price | Unit Price | Total |
|--------|--------------------|---------------------------|---------------------------|-----------------|-----|--------------------|-----------|-----------------|------------|------------|-------|
| 73     | P4                 | OM97630                   | ROLL,ADD,2-1/4X128,WE     | OFFICE          | RL  | 1,900              |           |                 |            |            |       |
| 74     | N1                 | 96101                     | PEN,BALL,FLEXGRIP,M,BE    | GILLET          | EA  | 1,900              |           |                 |            |            |       |
| 75     | A8                 | 3750-2-CR                 | TAPE,SEALING,CR,48MMX50M  | 3M              | RL  | 1,900              |           |                 |            |            |       |
| 76     | N1                 | 61101                     | PEN,MEDPT,BE,COMFORTMATE  | GILLET          | EA  | 1,800              |           |                 |            |            |       |
| 77     | L2                 | CV11-15-WE                | BINDER,VIEW,1.5-CAP,WE    | AVERYD          | EA  | 1,800              |           |                 |            |            |       |
| 78     | N2                 | OM97551                   | MARKER,PERM,BK            | OFFICE          | EA  | 1,800              |           |                 |            |            |       |
| 79     | P3                 | OM97312                   | BOOK,STENO,6X9,GREGG,60   | OFFICE          | EA  | 1,800              |           |                 |            |            |       |
| 80     | N1                 | 63101                     | PEN,BALLPT,RETRAC,BE      | GILLET          | EA  | 1,800              |           |                 |            |            |       |
| 81     | F1                 | S59700                    | FLDR,6FSTNR,LTR,2DIV,M/LA | SJPAPE          | EA  | 1,800              |           |                 |            |            |       |
| 82     | P1                 | OX9004                    | PPR,X-9 20#,8.5X14,WE     | BC-PTD          | RM  | 1,750              |           |                 |            |            |       |
| 83     | P2                 | 86027                     | ENVELOPE,PADDED,12.5X19   | SEALDA          | EA  | 1,750              |           |                 |            |            |       |
| 84     | A9                 | 56401                     | FLUID,CORRECT,WE,1/2 OZ   | SANFRD          | EA  | 1,750              |           |                 |            |            |       |
| 85     | N1                 | 63601                     | PEN,BALLPT,RETRAC,BE      | GILLET          | EA  | 1,700              |           |                 |            |            |       |
| 86     | F1                 | S36G                      | FOLDER,REC,LGL,5PC        | ESSELT or SMEAD | EA  | 1,725              |           |                 |            |            |       |
| 87     | P2                 | 86048                     | ENVELOPE,PADDED,14.25X20  | F174390         | EA  | 1,700              |           |                 |            |            |       |
| 88     | W5                 | 18080                     | TISSUE,TOILET,PPR,80RL/CT | SEALED          | EA  | 1,700              |           |                 |            |            |       |
| 89     | P1                 | HPC8511                   | PAPER,HP,OFFICE,20#,WE    | FORTJA          | RL  | 1,650              |           |                 |            |            |       |
| 90     | P1                 | OX9001-P                  | PPR,X-9 20#,8.5X11 3HP    | HEWLET          | RM  | 1,625              |           |                 |            |            |       |
| 91     | N1                 | 32210                     | PEN,BALL,RETRACT,FINE,BK  | BC-PTD          | RM  | 1,625              |           |                 |            |            |       |
| 92     | N4                 | AX17C                     | PENCIL,MECH,#2,7MM,BE     | PILOT           | EA  | 1,600              |           |                 |            |            |       |
| 93     | N2                 | 25025                     | HIGHLIGHTER,MAJOR,FYW     | PENTEL          | EA  | 1,600              |           |                 |            |            |       |
| 94     | A2                 | OM97803                   | NOTE,RMV,2X3,YW           | SANFRD          | EA  | 1,575              |           |                 |            |            |       |
| 95     | A8                 | OM97799                   | TAPE,SEALG,48MMX50.6P     | OFFICE          | PD  | 1,575              |           |                 |            |            |       |
| 96     | A9                 | 284-11                    | FLUID,CORRECT,WE,1/2 OZ   | OFFICE          | RL  | 1,575              |           |                 |            |            |       |
| 97     | F1                 | S60851                    | FOLDER,CLASS,LTR,8PRT,GN  | SANFRD          | EA  | 1,560              |           |                 |            |            |       |
| 98     | N1                 | 35349                     | PEN,ROLLING,PRESISEV7,BE  | SJPAPE          | EA  | 1,550              |           |                 |            |            |       |
| 99     | N1                 | 31020                     | PEN,RLRBL,GELINK,FPT,BK   | PILOT           | EA  | 1,525              |           |                 |            |            |       |
| 100    | A1                 | OM97375                   | GLUESTICK,53OZ,PERM,CR    | PILOT           | EA  | 1,525              |           |                 |            |            |       |
| 101    | A4                 | 201-4500-04               | COIL,WRIST,WKEYRING,BLACK | OFFICE          | EA  | 325                |           |                 |            |            |       |
| 102    | A5                 | 5160                      | LABEL,ADD,LSR,1X2 5/8 3K  | MAJOR           | EA  | 30                 |           |                 |            |            |       |
| 103    | A6                 | OM97372                   | RUBBERBAND,JUMBO 12PK,NL  | AVERY           | BX  | 2,000              |           |                 |            |            |       |
| 104    | B2                 | 87319                     | REFILL,8.5X11,ZIP POUCH   | OFFICE          | PK  | 900                |           |                 |            |            |       |
| 105    | B3                 | 28289                     | REFILL,22PG DY,JAN06ORIG  | DAYACC          | EA  | 75                 |           |                 |            |            |       |
| 106    | B4                 | SK7-00                    | CAL,WAL,16MO,SEP-DEC      | FRANKL          | ST  | 50                 |           |                 |            |            |       |
| 107    | B5                 | H25080                    | DICTIONARY,WEBSTER,PPRBK  | ATAGLA          | EA  | 125                |           |                 |            |            |       |
| 108    | E3                 | 1854GR                    | STAND,MACHINE,FLOOR,GY    | HOUGHT          | EA  | 140                |           |                 |            |            |       |
| 109    | E5                 | 5252                      | SHELVES,INDUSTRIAL,18X36  | SAFCO           | EA  | 8                  |           |                 |            |            |       |
|        |                    |                           |                           | SAFCO           | CT  | 40                 |           |                 |            |            |       |

VENDOR: \_\_\_\_\_

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Rev.5/01/2006

| Item # | Office Max MDSE CL | Office Max Product Number | Product Description            | Product Brand | UOM | Estimated Quantity | Brand Bid | Disc. From List | List Price | Unit Price | Total |
|--------|--------------------|---------------------------|--------------------------------|---------------|-----|--------------------|-----------|-----------------|------------|------------|-------|
| 110    | E6                 | OM98557                   | WRISTREST,MSE PAD,BK           | OFFICE        | EA  | 75                 |           |                 |            |            |       |
| 111    | E7                 | 25004                     | SORTER,12COMPT,GY,2-5/8H       | FELLO         | EA  | 20                 |           |                 |            |            |       |
| 112    | E9                 | 64483                     | CHAIRMAT,WKSTN,L,CR            | ELDON         | EA  | 105                |           |                 |            |            |       |
| 113    | E9                 | 00920                     | DOORSTOP,NO SLIP, BROWN        | MASTRC        | EA  | 65                 |           |                 |            |            |       |
| 114    | F3                 | OM97201                   | CARD,IND3X5,RUL,100PK,WVE      | OFFICE        | PK  | 850                |           |                 |            |            |       |
| 115    | F4                 | 67585                     | CARD,ROTARY,3X5,100/PK         | ELDOND        | PK  | 160                |           |                 |            |            |       |
| 116    | F5                 | OM97187                   | FLDR,HNG,LTR,15TAB,25BX        | OFFICE        | BX  | 900                |           |                 |            |            |       |
| 117    | F7                 | 05612                     | CLIPBOARD,9X12.5,ECON,BN       | SAUNDR        | EA  | 775                |           |                 |            |            |       |
| 118    | G8                 | OM97427                   | HOLDER,PAD,VINYL,LTR,BK        | OFFICE        | EA  | 250                |           |                 |            |            |       |
| 119    | H2                 | 403-CR                    | PUNCH,1-HOLE,GEM,1/4"ROUND.    | MCGILL        | EA  | 200                |           |                 |            |            |       |
| 120    | H3                 | OM97450                   | OPENER,LETTER,2X2              | POINTE        | EA  | 565                |           |                 |            |            |       |
| 121    | J1                 | 10415                     | RULER,STEEL,12IN,FLXBL         | ACME          | EA  | 290                |           |                 |            |            |       |
| 122    | J4                 | MPPC                      | PUSHPIN,MAGNETC,20/PK,AST      | GBCOMM        | PK  | 230                |           |                 |            |            |       |
| 123    | K1                 | N17001N                   | FRAME,DOCUMENT,W/HNGR,GD       | INTERC        | EA  | 170                |           |                 |            |            |       |
| 124    | K3                 | 21001                     | TRAY,LTR,SLIDE,STACK,SKE       | OFFMAT        | EA  | 450                |           |                 |            |            |       |
| 125    | K4                 | 41028                     | BULB,INCAND,60WATT,4/PK        | GELIGH        | PK  | 140                |           |                 |            |            |       |
| 126    | K5                 | 625-195                   | CLK,WALL,LCD DAY/DTE,GY        | HOWARD        | EA  | 50                 |           |                 |            |            |       |
| 127    | K6                 | 9604CH                    | WASTEBASKET, GY,14HX13D        | SAFCO         | EA  | 150                |           |                 |            |            |       |
| 128    | K7                 | OM99515                   | SHREDDER,8-SHT,STRIPCUT        | OFFICE        | EA  | 90                 |           |                 |            |            |       |
| 129    | L1                 | 901                       | FILM,TRANS,UNIV,CLEAR          | 3M            | BX  | 125                |           |                 |            |            |       |
| 130    | L5                 | 5542-10                   | DISPLAY,DSK,REF,SYS,,GY        | DURABL        | EA  | 30                 |           |                 |            |            |       |
| 131    | L6                 | 54133                     | BINDER,DATA,DBE,12X9,UB        | ACCO          | EA  | 150                |           |                 |            |            |       |
| 132    | L8                 | 42261                     | CORD,PHONE,MOD,25FT,BK         | SOFTAL        | EA  | 210                |           |                 |            |            |       |
| 133    | L9                 | 815-24PP                  | BATTERY,AA,ALKALINE,24P        | RAYOVC        | PK  | 415                |           |                 |            |            |       |
| 134    | M1                 | TI-503SV                  | CALC,HANDHELD,SUPERVIEW        | TEXAS         | EA  | 550                |           |                 |            |            |       |
| 135    | M2                 | ML100                     | TYPEWRITER,ELECTN,DZY          | BROTHE        | EA  | 12                 |           |                 |            |            |       |
| 136    | M3                 | PPF1270E                  | FAX,PLAINPPR,14.4MODEM         | BROTHE        | EA  | 10                 |           |                 |            |            |       |
| 137    | M5                 | OM99520                   | HEATER,PERSONAL                | OFFICE        | EA  | 50                 |           |                 |            |            |       |
| 138    | M7                 | PV-D4745S                 | DVD,VCR COMBO                  | PANCEG        | EA  | 35                 |           |                 |            |            |       |
| 139    | M8                 | FA261A                    | KIT,IPAQ STYLUS,GY             | HEWLET        | PK  | 10                 |           |                 |            |            |       |
| 140    | M9                 | MSH-128                   | MEM STICK NEW 128 MB BLU MAG   | SONCOR        | EA  | 20                 |           |                 |            |            |       |
| 141    | N3                 | 05001                     | SHARPENER,PENCL,ASST           | POINTE        | EA  | 160                |           |                 |            |            |       |
| 142    | N6                 | OM97000                   | ERASER,PENCIL,CP,PK,12PK       | OFFICE        | PK  | 975                |           |                 |            |            |       |
| 143    | P5                 | 12772                     | BOX,STOR,RECY,12X10X15         | FELLO         | CT  | 875                |           |                 |            |            |       |
| 144    | P6                 | 90H3800                   | PPR,COMPUTER,20#,2400/CT       | IBM           | CT  | 50                 |           |                 |            |            |       |
| 145    | P7                 | OM99428                   | TUBE,MAILING,WE,2X24           | OFFICE        | EA  | 910                |           |                 |            |            |       |
| 146    | P8                 | C1861A                    | PAP,INKJT,BRIGHT WHT,36"ROLL,1 | HEWLET        | RL  | 25                 |           |                 |            |            |       |
| 147    | Q3                 | 9700870403                | WHTBOX SPIN 75 2PC SPK-B 6512  | APOLLO        | EA  | 35                 |           |                 |            |            |       |
| 148    | Q8                 | 09100                     | PTR,PERS,LABELP                | AVERY         | EA  | 35                 |           |                 |            |            |       |

VENDOR: \_\_\_\_\_

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Rev.5/01/2006

| Item #  | Office Max<br>MDSE CL | Office Max<br>Product<br>Number | Product Description                         | Product Brand | UOM | Estimated<br>Quantity | Brand Bid | Disc.<br>From List | List Price | Unit Price | Total     |
|---|-----------------------|---------------------------------|---|---------------|-----|-----------------------|-----------|--------------------|------------|------------|-----------|
| 149   | Q9                    | FS608NA                         | FS608 8PT 10/100 SWCH 9551                  | NETGEA        | EA  | 5                     |           |                    |            |            |           |
| 150   | R1                    | OM97597                         | STAMP,COPY,BE                               | POINTE        | EA  | 165                   |           |                    |            |            |           |
| 151   | R2                    | 21281                           | PAD,STAMP,MCR/PORE,BK,#1                    | AVERY         | EA  | 475                   |           |                    |            |            |           |
| 152   | S2                    | BR80C                           | RIBBON,CALC-STRAIGHT, 6                     | NU-KOT        | EA  | 775                   |           |                    |            |            |           |
| 153   | S5                    | 52106701                        | TONER,FAX,1000,2200/5600                    | OKIDTA        | EA  | 440                   |           |                    |            |            |           |
| 154   | S6                    | OM98948                         | DUSTER,GAS 100Z,2PACK                       | OFFICE        | PK  | 1,325                 |           |                    |            |            |           |
| 155   | S7                    | 12881                           | DISK,3.5,DS,HD,FRM,10/BX                    | IMATIO        | BX  | 1,245                 |           |                    |            |            |           |
| 156   | S9                    | P6B                             | SRGARST 6 OUTLET                            | AMERIC        | EA  | 475                   |           |                    |            |            |           |
| 157   | W1                    | 091466                          | KNIFE,UTIL,HVY,DTY,METAL                    | CONSOL        | EA  | 60                    |           |                    |            |            |           |
| 158   | W2                    | 46176                           | TWINE,POLY,WE                               | QUALPK        | EA  | 12                    |           |                    |            |            |           |
| 159   | W3                    | 01633                           | WIPES,CLOROX,DISINFECT                      | MFRTBL        | EA  | 530                   |           |                    |            |            |           |
| <b>MISCELLANEOUS TOTAL BID</b>  |                       |                                 |   |               |     |                       |           |                    |            |            |           |
| 160   |                       |                                 | Misc % discount will be applied to \$10,000 |               |     |                       |           |                    |            |            |           |
| <b>GRAND TOTAL</b>  |                       |                                 |   |               |     |                       |           |                    |            |            | <b>\$</b> |
| <p><b>Vendor Contract Coordinator Information:</b></p> <p>Contact: _____ Fax: _____</p> <p>Telephone: _____ Email: _____</p> <p>Toll Free: _____ Date: _____</p> <p>Authorized Signature: _____ Date: _____</p> |                       |                                 |   |               |     |                       |           |                    |            |            |           |

OFFICE06  
QUESTIONS AND ANSWERS

|   |   |   |
|---|---|---|
| 1 | Q | Under the RFQ, page 11, the Pricing Page Instructions #6 states "Bidder must bid exact brand." The office supply industry has multiple brands for their respected categories, if we stock a brand name that is of equal or better quality can we provide pricing for the product we keep in stock?<br>EXAMPLE: ESSELT 91535 to Smead 64155 are Comparable products in the Industry. They are both equal products. |
|   | A | We are not requiring the vendor to stock these particular brands. We are simply using these products as a market basket. The only way to be certain the costs are adequately compared is to use the same exact product.   |
|   |   |   |
| 2 | Q | Once bid is awarded can usage reports be provided to winning vendor?  |
|   | A | Actually, we do not request usage reports by item. We expect the successful bidder to supply usage reports to the State. We have not requested usage reports by item, except for those we used in the RFQ. The items listed in the RFQ were the top items purchased during 2005.  |
|   |   |   |
| 3 | Q | Once bid is awarded can the winning vendor receive the Ship to/Bill to addresses in an electronic format?   |
|   | A | The Purchasing Department does not have this information. The ship to/bill to addresses will be per the orders received.  |
|   |   |   |
| 4 | Q | Does the current contract holder receive one or both of the 2.5% vendor preferences? If so, which ones?   |
|   | A | No; when this contract was bid, Boise was not eligible. We do not make any predetermination of eligibility for RVP on vendors.  |
|   |   |   |
| 5 | Q | Which form is WV-96?  |
|   | A | The WV-96 is the "overriding" terms and conditions for the State of West Virginia. A copy of the WV-96 is enclosed with this Addendum.  |
|   |   |   |
| 6 | Q | Does your present contract have a floor? Keeping items from selling under cost?   |
|   | A | The current contract has no language of a "floor". All items supplied must be at the percentage discount that is bid by the vendor – that percentage from catalog price can never be changed through the life of the contract, including renewals.  |
|   |   |   |

|    |   |   |
|----|---|---|
| 7  | Q | We have found three items that do not appear in the 2006 state contract pricer or in Office Max's 2006 catalog. 1) C5 0735615209 – Office 2003 – MICROS; 2) Q3 97008700403 WHITEBOX SPIN APO; 3) Q9FS608NA FS608PT 10/100 NETGEAR Can we get clarification on how to bid these items? |
|    | A | These have been removed from the pricing pages.   |
| 8  | Q | If furniture appears in the catalog we intend to bid can we exclude a discount and not get penalized? Should we list the pages that this exclusion applies to?  |
|    | A | Furniture is excluded from this contract. There are separate statewide contracts for furniture and agencies are required to use those when purchasing furniture.  |
| 9  | Q | Does the State of WV have a data contract? If so, why is HEW51645A an ink jet listed? Is the successful bidder able to sell cartridges to the State of WV?  |
|    | A | Cartridges are not available under the data contract. We do have "INKCRT" contract. But, this contract has a finite list of items. As new equipment is purchased, new toner cartridges are required. All of those are available through the OFFICE contract.                          |
| 10 | Q | If an item that is required to bid is not listed in the catalog we submit can the item be listed as an attachment to the catalog submitted for cross reference?   |
|    | A | Yes.  |

OFFICE06  
PRE-BID ATTENDEES LIST

Valerie Sellards  
OfficeMax  
404 Green Oak Drive  
Huntington, WV 25705  
304-529-0085  
800-633-2697 ext 8347  
304-529-0564  
[valeriesellards@oficemax.com](mailto:valeriesellards@oficemax.com)

Bryan Heeb  
Office Depot  
4700 Muhlauser Road  
Hamilton, OH 45011  
859-496-7293  
888-294-1187 ext 7337  
513-881-7275  
[bryan.heeb@officedepot.com](mailto:bryan.heeb@officedepot.com)

Levi Conaway  
Stationers, Inc.  
1845 5<sup>th</sup> Avenue  
Huntington, WV 25705  
304-528-2780  
800-862-7200  
304-528-2795  
[lconaway@champion-industries.com](mailto:lconaway@champion-industries.com)

John Nordmeyer  
Corporate Express  
5443 Duff Drive  
Cincinnati, OH 45246  
513-870-8630  
800-605-8589 ext 8630  
800-605-8587  
[john.nordmeyer@cexp.com](mailto:john.nordmeyer@cexp.com)

Regina McGrath  
Stationers, Inc.  
1945 5<sup>th</sup> Avenue  
Huntington, WV 25705  
304-341-676  
800-862-7200  
304-528-2795  
[rmcgrath@champion-industries.com](mailto:rmcgrath@champion-industries.com)

Hal Zimmer  
WV Business Products  
1026 4<sup>th</sup> Avenue  
Huntington, WV 25701  
304-525-4714  
800-926-1268  
304-525-0487  
[halz@ashlandoffice.com](mailto:halz@ashlandoffice.com)

J. McAldridge  
Stationers, Inc.  
1945 5<sup>th</sup> Avenue  
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Dave Reno  
Corporate Express  
5443 DUFF Drive  
Cincinnati, OH 45246  
513-870-8654  
800-605-8589 ext 8654  
513-442-9654  
[dave.reno@cexp.com](mailto:dave.reno@cexp.com)

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).

**A. Application is made for 2.5% preference for the reason checked:**

\_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

**or**

\_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its 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.

**B. Application is made for 2.5% preference for the reason checked:**

\_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

**or**

\_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or 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.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

**AGREEMENT ADDENDUM**

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

1. **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.
3. **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. **INTEREST** - 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.
9. **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. **SIMILAR SERVICES** - 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. **LIMITATION OF LIABILITY** - 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. **TERMINATION CHARGES** - 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. **RIGHT TO NOTICE** - 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. **AMENDMENTS** - 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: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

|  |                |      |                    |
|--|----------------|------|--------------------|
| WV-36a <b>STATE OF WEST VIRGINIA<br/>PURCHASING CONTINUATION SHEET</b> | Buyer:         | Page | Req. or P. O. No.: |
| Vendor:  | Spending Unit: |      |                    |

Requisition No.: \_\_\_\_\_

**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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date