



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

Request for Quotation

RFQ NUMBER
INKCRT07

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED 09/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/24/2006** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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

BID OPENING DATE: **10/24/2006** BID OPENING TIME **01:30PM**

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

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

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<p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

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<p>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</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA</p>						

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

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

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Pricing Schedule INKCR07 - BID OPENING 10/24/2006, 1:30 PM				
Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
Hewlett Packard				
1	51626A	50	\$	\$
2	51629A	90	\$	\$
3	51641A	50	\$	\$
4	51645A	600	\$	\$
5	51649A	90	\$	\$
6	92274A	70	\$	\$
7	92291A	85	\$	\$
8	92298A	45	\$	\$
9	C1823D	99	\$	\$
10	C3900A	35	\$	\$
11	C3903A	50	\$	\$
12	C3906A	50	\$	\$
13	C3909A	70	\$	\$
14	C4092A	60	\$	\$
15	C4096A	55	\$	\$
16	C4127X	100	\$	\$
17	C4129X	70	\$	\$
18	C4151A	40	\$	\$
19	C4152A	40	\$	\$
20	C4153A	40	\$	\$
21	C4154A	15	\$	\$
22	C4155A	15	\$	\$
23	C4182X	45	\$	\$
24	C4191A	60	\$	\$
25	C4192A	60	\$	\$
26	C4193A	60	\$	\$
27	C4194A	60	\$	\$
28	C4195A	80	\$	\$
29	C4196A	30	\$	\$
30	C4197A	20	\$	\$
31	C4800A	80	\$	\$
32	C4801A	80	\$	\$
33	C4802A	80	\$	\$
34	C4803A	85	\$	\$
35	C4804A	85	\$	\$
36	C4805A	80	\$	\$
37	C4806A	80	\$	\$

Pricing Schedule INKCR707 - BID OPENING 10/24/2006, 1:30 PM				
Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
38	C4810A	85	\$	\$
39	C4811A	40	\$	\$
40	C4812A	40	\$	\$
41	C4813A	40	\$	\$
42	C4841A	40	\$	\$
43	C4842A	40	\$	\$
44	C4843A	40	\$	\$
45	C4844A	45	\$	\$
46	C4921A	40	\$	\$
47	C4922A	40	\$	\$
48	C4923A	40	\$	\$
49	C5010AN	80	\$	\$
50	C5011AN	85	\$	\$
51	C5023A	60	\$	\$
52	C5024A	60	\$	\$
53	C5025A	60	\$	\$
54	C5026A	65	\$	\$
55	C6578AN	300	\$	\$
56	C6578DN	310	\$	\$
57	C6614DN	200	\$	\$
58	C6615DN	140	\$	\$
59	C6625AN	90	\$	\$
60	C6628AN	80	\$	\$
61	C6656AN	420	\$	\$
62	C6657AN	215	\$	\$
63	C6658AN	105	\$	\$
64	C7115A	120	\$	\$
65	C8061X	145	\$	\$
66	C8543X	75	\$	\$
67	C8727AN	125	\$	\$
68	C8728AN	110	\$	\$
69	C9700A	50	\$	\$
70	C9701A	50	\$	\$
71	C9702A	55	\$	\$
72	C9703A	50	\$	\$
73	C9704A	50	\$	\$
74	C9720A	60	\$	\$
75	C9721A	60	\$	\$
76	C9722A	60	\$	\$
77	C9723A	60	\$	\$

Pricing Schedule INKCR7 - BID OPENING 10/24/2006, 1:30 PM				
Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
78	C9730A	50	\$	\$
79	C9731A	40	\$	\$
80	C9732A	40	\$	\$
81	C9733A	40	\$	\$
82	Q1138A	100	\$	\$
83	Q1339A	90	\$	\$
84	C4836A	45	\$	\$
85	C4837A	50	\$	\$
86	C4838A	30	\$	\$
87	C9362WN	65	\$	\$
88	C9361WN	70	\$	\$
89	C8766WN	70	\$	\$
90	C8767WN	95	\$	\$
91	C9351AN	55	\$	\$
92	C9352AN	60	\$	\$
93	C4190A	45	\$	\$
94	Q2670A	20	\$	\$
95	Q2671A	20	\$	\$
96	Q2672A	20	\$	\$
97	Q2673A	20	\$	\$
98	Q3960A	30	\$	\$
99	Q3961A	30	\$	\$
100	Q3962A	30	\$	\$
101	Q3963A	30	\$	\$
102	Q3946A	30	\$	\$
103	Q2612A	40	\$	\$
104	Q6511A	30	\$	\$
105	Q5949A	100	\$	\$
106	Q2613A	40	\$	\$
107	Q2610A	40	\$	\$
108	Q2624A	100	\$	\$
			Subtotal	\$
Lexmark				
109	08A0477	50	\$	\$
110	12A0725	40	\$	\$
111	13T0101	50	\$	\$
112	17G0152	40	\$	\$
113	12A1970	90	\$	\$

Pricing Schedule INKCR7 - BID OPENING 10/24/2006, 1:30 PM				
Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
114	15M0120	85	\$	\$
115	16G0055	45	\$	\$
116	17G0050	90	\$	\$
117	17G0060	80	\$	\$
118	1382150	100	\$	\$
119	1382925	110	\$	\$
120	12A5845	100	\$	\$
121	12A6865	105	\$	\$
122	12A6835	105	\$	\$
123	10N0217	60	\$	\$
124	10N0227	60	\$	\$
125	1382050	40	\$	\$
126	1382060	45	\$	\$
127	18L0000	45	\$	\$
128	15M2971	45	\$	\$
129	12A7465	120	\$	\$
130	24015HY	100	\$	\$
131	15W0900	10	\$	\$
132	15W0901	10	\$	\$
133	15W0902	10	\$	\$
134	15W0903	10	\$	\$
135	15W090K	10	\$	\$
136	20K0500	15	\$	\$
137	20K0501	10	\$	\$
138	20K0502	15	\$	\$
139	20K0503	10	\$	\$
140	1361750	15	\$	\$
141	1361751	15	\$	\$
142	1361752	15	\$	\$
143	1361753	10	\$	\$
144	1361754	15	\$	\$
145	4K00199	20	\$	\$
146	1380950	20	\$	\$
147	12A7462	20	\$	\$
148	64015HY	20	\$	\$
149	10B042K	20	\$	\$
150	10B042C	20	\$	\$
151	10B042M	20	\$	\$
152	10B042Y	20	\$	\$
			Subtotal	\$

Pricing Schedule INKCR07 - BID OPENING 10/24/2006, 1:30 PM				
Item #	Cartridge #	Estimated Quantity	Unit Cost	Total
Epson Inkjet				
153	T003011	40	\$	\$
154	T005011	45	\$	\$
155	T007201	45	\$	\$
156	T008201	40	\$	\$
157	T009201	40	\$	\$
158	T019201	30	\$	\$
159	T020201	20	\$	\$
160	T032120	40	\$	\$
161	T032220	40	\$	\$
162	T032320	40	\$	\$
163	T032420	40	\$	\$
Subtotal				\$
GRAND TOTAL				\$
<p>I _____, (print name) representing (print company name) hereby certify, under penalty of law for fraud, that items priced above are new toner/inkjet cartridges; these products are not "remanufactured, "compatible", or remade and are the brands as specified.</p> <p>Signature/Date: _____</p>				

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____