



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
OFFICE07

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 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 12/12/2006 | | | | |

BID OPENING DATE: **01/25/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| REQUEST FOR QUOTATION | | | | | | |
| THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR OFFICE SUPPLIES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. | | | | | | |
| *****NOTICE***** | | | | | | |
| A MANDATORY PRE-BID MEETING SHALL BE HELD ON JANUARY 11, 2007 AT 10:30 A.M. THE MEETING SHALL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET EAST, (CAPITOL COMPLEX - BUILDING 15), CHARLESTON, WV 25305. ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER. | | | | | | |
| *****ATTACHMENTS: SPECIFICATIONS, DATED DECEMBER 11, 2006 PRICING PAGES AFFIDAVIT WV-96***** | | | | | | |
| 0001 | | LS | | 615-99-99-999 | | |
| | 1 | | | MISCELLANEOUS OFFICE SUPPLIES | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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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



State of West Virginia
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| <p>THIS CONTRACT IS MANDATORY FOR USE FOR ALL OFFICE SUPPLY ORDERS IN EXCESS OF \$100.00. ORDERS OF LESS THAN \$100.00 MAY BE PURCHASED FROM A LOCAL VENDOR IF THE PRODUCTS ARE NEEDED IMMEDIATELY OR IF A SAVINGS RESULTS. NOTE: STRINGING (ISSUING A SERIES OF REQUISITIONS TO CIRCUMVENT THIS LIMIT) IS A VIOLATION OF PURCHASING POLICY.</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 DISCOUNT FROM LIST 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) SUCCESSIVE ONE (1) YEAR PERIODS.</p> | | | | | | |

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| <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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THERE IS GUARANTEE OF ANY FUTURE USE.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p> | | | | | | |

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| <p>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 ULECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDI TION OF AWARD.</p> <p style="text-align: center;">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 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</p> | | | | | | |

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| <p>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 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</p> | | | | | | |

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| <p>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 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> | | | | | | |

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| 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 MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 YOUR BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID BUYER:-----BETTY FRANCISCO----- RFQ. NO.:-----OFFICE07----- BID OPENING DATE:-----JANUARY 25, 2007----- BID OPENING TIME:-----1:30 PM----- | | | | | | |

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| 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 OFFICE07 ***** TOTAL: _____ | | | | | | |

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**OFFICE07
Specifications**

Purpose

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

Mandatory Pre-Bid Meeting

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

Award

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

Questions

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

West Virginia Purchasing Division
Attention: Betty Francisco
2019 Washington Street, East
Charleston, West Virginia 25305
Fax: 304-558-4115
E-mail: bfrancisco@wvadmin.gov

Background – 2005 Calendar Year Statistics:

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

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

| | |
|-----------|---------------|
| Internet: | <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.

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

Pricing Pages Instructions

1. All products bid, furnished and delivered must be listed in the current publicly used catalog(s) that contains product lines broad enough to meet the needs of the State of West Virginia. Such catalog must be the lowest-priced catalog issued by vendor; must also be catalog used by the general public. Each item bid on the pricing page from the catalog must be identified by a reference number from the vendor's catalog. Vendors must list the discount from list for each category as shown on the pricing page. The miscellaneous discount shall apply to any special order items or any other item in the catalog not included in the list. Catalog and net prices shall be firm for one year from date of award.
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 through the contract must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Each category discount must apply to all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

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

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

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

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

Additional Information

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

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

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

Vendor Responsibilities

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

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

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

Reports

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

Reminders to Bidders

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

Schedule Of Events

| | |
|--------------------------------------|-------------------|
| Release or Advertisement of the RFQ: | December 14, 2006 |
| Mandatory Pre-Bid: | January 11, 2007 |
| Written Question Deadline: | January 9, 2007 |
| Bid Opening Date: | January 25, 2007 |

OFFICE07 Pricing Pages

| Item # | Product Group | Catalog Identifier | Office Max # | Item Description | Mfg | Est Qty | Group Discount % | Bidder's Catalog Page No. | Bidder's Catalog Price | Net Price | Extended Price |
|--------|---------------|--------------------|----------------|---------------------------|--------|---------|------------------|---------------------------|------------------------|-----------|----------------|
| 1 | Badges | 55130 | A555130 | POUCH,NECK,ID CD,CONV,BK | BAUGTN | 250 | | | | | |
| 2 | Badges | 5384 | A55384 | BADGE,NAME,LSR,CLIP,3X4 | AVERY | 200 | | | | | |
| 3 | Batteries | MN15RT16ZDUP | L9MN15RT16ZDUP | BATTERY,DURACL,AA,16PK | DURACL | 100 | | | | | |
| 4 | Batteries | MX1500B8Z | L9MX1500B8Z | BAT,ULTRA,AA,8PK | DURACL | 100 | | | | | |
| 5 | Binders | CV11-20-WE | L2CV11-20-WE | BINDER,VIEW,2-CAP,WE | AVERYD | 1000 | | | | | |
| 6 | Binders | CV11-10-WE | L2CV11-10-WE | BINDER,VIEW,1-CAP,WE | AVERYD | 2500 | | | | | |
| 7 | Binders | CV11-25-WE | L2CV11-25-WE | BINDER,VIEW,3-CAP,WE | AVERYD | 2500 | | | | | |
| 8 | Board | 558CHL | J4558CHL | BOARD,POST-IT,2X1.5,CCL | 3M | 100 | | | | | |
| 9 | Calculator | TI-30XIIS | M1TI-30XIIS | CALCULATOR,12 DIGIT,2LINE | TEXAS | 100 | | | | | |
| 10 | Calculator | LS8ZZ | M1LS8ZZ | CALC,8-DIGIT,PORTABLE | CANUSA | 100 | | | | | |
| 11 | Calculator | TI-503SV | M1TI-503SV | CALC,HANDHELD,SUPERVIEW | TEXAS | 100 | | | | | |
| 12 | Calculator | TI-1706SV | M1TI-1706SV | CALCULATOR,SOLAR,8DIGIT | TEXAS | 100 | | | | | |
| 13 | Calendar | SK24-00 | B1SK24-00 | CAL,PAD,22X17,JAN-DEC | ATAGLA | 100 | | | | | |
| 14 | Calendar | GG2500-00 | B1GG2500-00 | CAL,PAD,YR,JAN-DEC,BK | ATAGLA | 100 | | | | | |
| 15 | Calendar | E717-50 | B1E717-50 | CAL,REFILL,YR,JAN-DEC | ATAGLA | 50 | | | | | |
| 16 | Card & Card | | | | | | | | | | |
| 16 | Filing | 67570 | F467570 | CARD,ROTARY,2.25X4,100PK | ELDON | 100 | | | | | |
| 17 | Chairmat | 64483 | E964483 | CHAIRMAT,WKSTN,L,CR | ELDON | 250 | | | | | |
| 18 | Chairmat | 76730 | E976730 | CHAIRMAT,HRDFLR,CR,46X60 | ELDON | 250 | | | | | |
| 19 | Clips | 72360 | H472360 | CLIP,PPR,GEM,#1,100/BX | ACCO | 500 | | | | | |
| 20 | Clocks | 625-195 | K5625-195 | CLK,WALL,LCD DAY/DTE,GY | HOWARD | 75 | | | | | |
| 21 | Computer | 91141 | E691141 | WRISTREST,MSEPD,CRYST,BE | FELLO | 200 | | | | | |
| 22 | Computer | 91137 | E691137 | WRISTREST,GEL,CRYSTAL,BE | FELLO | 200 | | | | | |
| 23 | Computer | 91441 | E691441 | WRISTREST,MSEPD,CRYST,PE | FELLO | 200 | | | | | |
| 24 | Copy Holder | DH140 | S6DH140 | CPYHLDR,DOC,WEDGE,BK | 3M | 200 | | | | | |
| 25 | Desk | 21002-0 | K321002-0 | TRAY,SDLD,LTR,STCKBLE,BK | OFFMAT | 175 | | | | | |
| 26 | Desk | 21001 | K321001 | TRAY,LTR,SLIDE,STACK,SKE | OFFMAT | 175 | | | | | |
| 27 | Desk | 21101-0 | K321101-0 | TRAY,LGL,SLIDE,STACK,SKE | OFFMAT | 50 | | | | | |
| 28 | Accessories | 12881 | S712881 | DISK,3.5,DS,HD,FRM,10/BX | IMATIO | 750 | | | | | |
| 29 | Diskettes | 12381 | S712381 | DISC,CD-RW,1X-4X,700MB | IMATIO | 500 | | | | | |
| 30 | Diskettes | 17332 | S717332 | DISC,CDR,52X,JEWL,10PK,SR | IMATIO | 500 | | | | | |
| 31 | Envelopes | 86048 | P286048 | ENVELOPE,PADDED,14.25X20 | SEALED | 1000 | | | | | |
| 32 | Envelopes | 85985 | P285985 | ENVELOPE,PADDED,9.5X14.5 | SEALED | 1000 | | | | | |
| 33 | Envelopes | 11116Q | P211116Q | ENVELOPE,RECYC,4X9.5 | QUALPK | 1000 | | | | | |
| 34 | Erasers | 81505 | N281505 | ERASER,WHITE BOARD | SANFRD | 200 | | | | | |
| 35 | Erasers | ZER-2 | N6ZER-2 | REFILL,CLIC ERASER,2/PK | PENTEL | 250 | | | | | |
| 36 | Ergonomic | 48121 | E848121 | FOOTREST,STANDARD,ADJUST | FELLO | 75 | | | | | |

OFFICE07 Pricing Pages

| Item # | Product Group | Catalog Identifier | Office Max # | Item Description | Mfg | Est Qty | Group Discount % | Bidder's Catalog Page No. | Bidder's Catalog Price | Net Price | Extended Price |
|---------------------------------------------------------------------------------|-----------------------|--------------------|--------------|----------------------------------------------|-----------------|---------|------------------|---------------------------|------------------------|-----------|----------------|
| 37 | Ergonomic Accessories | 91712 | E691712 | RISER, MON PM, 2'4" | FELLO | 50 | | | | | |
| 38 | Filing Supplies | S26E | F1S26E | POCKET, FILE, LEGAL, BULK | ESSELT | 500 | | | | | |
| 39 | Filing Supplies | S24E | F1S24E | FILE, POCKET, LTR, STR, BULK | ESSELT | 500 | | | | | |
| 40 | Filing Supplies | S34G | F1S34G | FILE, POCKET, EXP, 5.25 | ESSELT | 500 | | | | | |
| 41 | Filing Supplies | S36G | F1S36G | FOLDER, REC, LGL, 5PC | ESSELT | 500 | | | | | |
| 42 | Filing Supplies | 1524EB-OX | F1524EB-OX | POCKET FILE, LTR, BE, 3.5EX | ESSELT | 500 | | | | | |
| 43 | Index Dividers | C12138C | L3C12138C | INDEX, BDR, 11X8.5, 9 CLEAR | AVERY | 750 | | | | | |
| 44 | Index Dividers | C12135C | L3C12135C | INDEX, BDR, 11X8.5, 5 CLEAR | AVERY | 500 | | | | | |
| 45 | Index Dividers | C12138 | L3C12138 | INDEX, BDR, 11X8.5, 8 COLOR | AVERY | 500 | | | | | |
| 46 | Labels | 5160 | A55160 | LABEL, ADD, LSR, 1X2 5/8 3K | AVERY | 200 | | | | | |
| 47 | Labels | 4150 | A4150 | LABELS, PRINTER, F/S114 | AVERY | 200 | | | | | |
| 48 | Labels | 5202 | A55202 | LABEL, FILE, PERM, WE, 248PK | AVERY | 200 | | | | | |
| 49 | Labels | 30252 | A530252 | LABEL, ADD, 11/8X3, 2RL/BX | DYMO | 200 | | | | | |
| 50 | Labels | 05729 | A505729 | LABEL, REINFORC, WE, 200 | AVERY | 200 | | | | | |
| 51 | Paper | | | Hammermill Titl MP Copy Paper 20 # 92 Bright | Hammermill | 750 | | | | | |
| 52 | Paper | | | HP, 20 lb, 92Brightness | HP | 500 | | | | | |
| 53 | Paper | | | Xerox, 20 lb, 92 brightness | Xerox | 500 | | | | | |
| 54 | Paper | HPM1120 | P1HPM1120 | PAPER, HP, MULTI, 20#, WE | Hewlett Packard | 500 | | | | | |
| 55 | Paper | P13R11380 | | Xerox 24 #, 98 brightness | Xerox | 250 | | | | | |
| 56 | Paper | P1HPB1124 | | Hewlett-Packard, 24#, 100 Brightness | Hewlett Packard | 750 | | | | | |
| 57 | Paper Writing | 20-244 | P320-244 | PAD, LEGAL, 3HP, 8.5X11, WE | AMPAD | 250 | | | | | |
| 58 | Paper Writing | 78-908 | P378-908 | NOTEBOOK, STENO6X9, RECY60 | EVERET | 500 | | | | | |
| 59 | Pen, Writing | 31021 | N131021 | PEN, RLR, RBL, GELINK, FPT, BE | PILOT | 200 | | | | | |
| 60 | Pen, Writing | RLC11BE | N1RLC11BE | PEN, ROLLER, GEL, MM, BLUE | BIC | 200 | | | | | |
| 61 | Pen, Writing | 30006 | N130006 | PEN, BALLPT, RETRACT, M, BE | PILOT | 200 | | | | | |
| 62 | Pencil | 12235 | N512235 | PENCIL, #2, PRE-SHARPENED | FABERC | 500 | | | | | |
| 63 | Pencil | 02254 | N502254 | PENCIL, WOOD, BK, #2 | BEROL | 250 | | | | | |
| 64 | Pencil | 20051 | N520051 | GRIP, PENCIL, ASST, 5/PK | POINTE | 250 | | | | | |
| 65 | Pencil | 12132 | N512132 | PENCIL, #2, UNSHARPENED | FABERC | 250 | | | | | |
| 66 | Punches | 74300 | H274300 | PUNCH, PPR, 3, HOLE, 32 SHT | SWING | 250 | | | | | |
| 67 | Punches | 74050 | H274050 | PUNCH, PPR, 2HOLE, BK, 1/4 | SWING | 200 | | | | | |
| 68 | Report Cover | 57525 | L257525 | PORTFOLIO, TWP, PKT, BE, 25BX 6468 | ESSELT | 500 | | | | | |
| 69 | Report Cover | A7025971A | L2A7025971A | CVR, RPRT, BK, SIDE-BD | ACCO | 250 | | | | | |
| 70 | Report Cover | A7025972A | L2A7025972A | CVR, RPRT, SIDE-BD, LBE | ACCO | 250 | | | | | |
| 71 | Report Cover | 47985 | L247985 | PORT, 2 PKCT, 25, DBE | AVERY | 250 | | | | | |
| 72 | Shredders | 3260204 | K73260204 | P-65C SHREDDER | FELLO | 25 | | | | | |
| 73 | Shredders | 3860504 | K73860504 | POWERSHRED PS-66C SHREDDER | FELLO | 25 | | | | | |
| 74 | Shredders | 3661401 | K63661401 | SHREDDER, SB95C, POWERSHRD | FELLO | 25 | | | | | |
| 75 | Shredders | 3240004 | K63240004 | SHREDDER, CONFETTI CUT, BK | FELLO | 25 | | | | | |
| 76 | Staplers | 54501 | H154501 | STAPLER, FULL STRIP, BK, 545 | SWING | 175 | | | | | |
| 77 | Staplers | 44401 | H144401 | STAPLER, 444, FULL, BK | SWING | 175 | | | | | |
| 78 | Staplers | 74701 | H174701 | STAPLER, 4IN REACH, BK | SWING | 175 | | | | | |
| 79 | Storage Files | 74106 | P574106 | BOX, 12X12, 25X3, 7/8", WE | QUALPK | 500 | | | | | |
| 80 | | | | | | | | | | | |
| 81 | Synopsis of Discounts | | | | | | | | | | |
| Note: The discounts listed below must be reflected in vendor's bid of all items | | | | | | | | | | | |

OFFICE07 Pricing Pages

| Item # | Product Group | Catalog Identifier | Office Max # | Item Description | Mfg | Est Qty | Group Discount % | Bidder's Catalog Page No. | Bidder's Catalog Price | Net Price | Extended Price |
|--------|----------------------------------|--------------------|--------------|------------------|-----|---------|------------------|---------------------------|------------------------|-----------|----------------|
| 82 | Category | Discount | | | | | | | | | |
| 83 | | | | | | | | | | | |
| 84 | Badges | | | | | | | | | | |
| 85 | Batteries | | | | | | | | | | |
| 86 | Binders, | | | | | | | | | | |
| 87 | Clips | | | | | | | | | | |
| 88 | Report Covers | | | | | | | | | | |
| 89 | Whiteboards | | | | | | | | | | |
| 90 | Calculators | | | | | | | | | | |
| 91 | Calendars | | | | | | | | | | |
| 92 | Chairmats | | | | | | | | | | |
| 93 | Clocks | | | | | | | | | | |
| 94 | Computer | | | | | | | | | | |
| 95 | Accessories | | | | | | | | | | |
| 96 | Misc | | | | | | | | | | |
| 97 | Diskettes | | | | | | | | | | |
| 98 | Envelopes | | | | | | | | | | |
| | Filing Supplies | | | | | | | | | | |
| 99 | Dividers, Cards, Labels, Storage | | | | | | | | | | |
| 100 | Supplies | | | | | | | | | | |
| | Paper | | | | | | | | | | |
| | Pens, Pencils, | | | | | | | | | | |
| 101 | Erasers | | | | | | | | | | |
| 102 | Shredders | | | | | | | | | | |
| | Staplers, | | | | | | | | | | |
| 103 | Punches | | | | | | | | | | |

Certification

OFFICE07

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

Vendor (Type Name of Company)

Address

Name (Type Name)

Title

Signature

Date

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

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 exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____