



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

Purchase Order

PURCHASE ORDER NO.

OFFICE07

PAGE

1

BLANKET RELEASE

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CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

AGENCY COPY

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

*502130846 304-529-0085
 OFFICE MAX INC
 1331 BOLTONFIELD STREET
 COLUMBUS OH 43228

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/21/2007		NET 30		820477390			
SHIP VIA		P.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY OFFICE SUPPLIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>THE USE OF THIS CONTRACT SHOULD BE RESTRICTED TO ORDERING VIA INTERNET, PHONE, OR FAX. THE INTERNET IS THE PREFERRED METHOD OF ORDERING. THE PURCHASING DIVISION ENCOURAGES AGENCIES TO ORDER VIA INTERNET.</p> <p>AGENCIES SHOULD NOT VISIT OFFICE MAX RETAIL STORES FOR ROUTINE OFFICE SUPPLY PURCHASES. THE STATE HAS STRICT REPORTING CRITERIA FOR THE VENDOR AND THESE REPORTS ARE BASED ON THE TRADITIONAL ORDERING METHODS STATED ABOVE.</p> <p>AGENCIES MAY MAKE AN EMERGENCY PURCHASE OF LESS THAN \$100.00 AT ANY LOCATION AND THE OFFICE MAX STORE MAY MATCH THE CONTRACT PRICE, BUT THESE MUST BE THE EXCEPTION AND NOT THE NORMAL PURCHASING PROCEDURE.</p> <p>ALL DISCOUNT PRICES INCLUDE SHIPPING COST. NO SHIPPING COSTS SHALL BE PAID. NO MINIMUM ORDER IS REQUIRED FOR</p>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

MAR - 5 2007

Beverly Toler

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OPEN END

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

APPROVED FOR
 ONE FISCAL YEAR

BY *Betty Francisco* 304-558-0468
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	THIS FREE SHIPPING.						
	CONTACT INFORMATION:						
	VALERIE SELLARDS						
	404 GREEN OAKS DRIVE						
	HUNTINGTON, WV 25705						
	TEL: 800-532-6473 X 8347						
	OFFICE: 304-529-0085						
	FAX: 304-529-0564						
	CELL: 304-617-4181						
	EMAIL: VALERIESELLARDS@OFFICEMAX.COM						
	*****NOTICE*****NOTICE*****NOTICE*****						
	EFFECTIVE 03/01/2007, TO ORDER A COPY OF THE 2007 OFFICE MAX CATALOG, USE ITEM NUMBER J9CATALOG07. TO ORDER A COPY OF THE NET PRICER, USE ITEM NUMBER BPSWPRICER.						
	THIS AWARD IS PER THE FOLLOWING:						
	REQUEST FOR QUOTATION DATED 12/12/2006 AND ALL SPECIFICATIONS AND ADDENDA THERETO.						
	VENDORS BID DATED 1/25/2007						
	**** AGENCIES ARE NOT ALLOWED TO PURCHASE FURNITURE OR COMPUTERS THRU THIS CONTRACT.						

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	03/01/2007	LS	615-99-99-999	.00000			
	MISCELLANEOUS OFFICE SUPPLIES						
	THIS CONTRACT IS MANDATORY FOR USE FOR ALL OFFICE SUPPLY ORDERS IN EXCESS OF \$100.00. ORDERS OF LESS THAN \$100.00 MAY BE SENT TO OFFICEMAX, OR OTHER SUPPLY COMPANY WHEN 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.						
	OFFICEMAX SHALL SUPPLY CATALOG AND NET PRICER UPON REQUEST.						
	PRICES ARE TO BE DISCOUNT FROM LIST AS FOLLOWS:						
	BADGES			70	0%		
	BATTERIES			60	0%		
	BINDERS			79	0%		
	CLIPS			70	0%		
	REPORT COVERS			79	0%		
	WHITEBOARDS			60	0%		
	CALCULATORS			60	0%		
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	CALENDARS			70	0%		
	CHAIRMATS			70	0%		
	CLOCKS			65	0%		
	COMPUTER ACCESSORIES			62	0%		
	MISC			30	0%		
	DISKETTES			60	0%		
	ENVELOPES			70	0%		
	FILING SUPPLIES			67	0%		
	DIVIDERS, CARDS, LABELS, STORAGE SUPPLIES			70	0%		
	PAPER			80	5%		
	PENS, PENCILS, ERASERS			70	0%		
	SHREDDERS			60	0%		
	STAPLERS, PUNCHES			75	0%		
DISCOUNTS SHALL REMAIN FIRM FOR THE LIFE OF THE CONTRACT, INCLUDING ANY RENEWALS.							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MARCH 1, 2007 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.							

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<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> <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>							
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<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 NO GUARANTEE OF ANY FUTURE USE.</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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>							

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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 CONDITION OF AWARD.					
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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.

Award

This 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.

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.



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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/21/2007		NET 30		820477300			
SHIP VIA		P.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MULT.-MULT.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:				OFFICE07
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	615-99-99-999			MISCELLANEOUS OFFICE SUPPLIES			
		SIGNATURE _____		DATE _____			
							TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE