



STATE OF MICHIGAN
Department of Technology, Management and Budget— Central Procurement Services

OFFICE SUPPLIES and OFFICE RELATED PRODUCTS
Request for Proposal No. Dept. 171, ID# 18000003077

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This Request for Proposal (RFP), for Office Supplies and Office Related Items, is being published in order to establish a contract for the State of Michigan, its MiDeal members and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “SCHEDULE E” of the Request for Proposal (RFP), WIPHE members identified in “SCHEDULE F” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”).

Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

RFP Timeline

Event	Time	Date
RFP issue date	N/A	7/18/2018
Pre-proposal meeting	3:00 p.m. Eastern Time	8/1/2018
Deadline for bidders to submit 1 st round of questions about this RFP	3:00 p.m. Eastern Time	8/6/18
Anticipated date State will post 1 st round answers to bidder questions on www.michigan.gov/SIGMAVSS	N/A	8/10/2018
Deadline for bidders to submit 2 nd round of questions about this RFP	3:00 p.m. Eastern Time	8/27/18
Anticipated date State will post 2 nd round answers to bidder questions on www.michigan.gov/SIGMAVSS	N/A	8/31/2018
Proposal deadline*	3:00 p.m. Eastern Time	9/17/18
Anticipated contract begin date	N/A	12/1/2018

***A bidder’s proposal received at 3:00:01 p.m. Eastern Time is late and subject to disqualification.**
 This RFP is subject to change. Check www.michigan.gov/SIGMAVSS for solicitation documents and current information.

STATE OF MICHIGAN

PROPOSAL INSTRUCTIONS OFFICE SUPPLIES and OFFICE RELATED PRODUCTS Request for Proposal No. Dept. 171, ID# 18000003077

- PROPOSAL PREPARATION.** The State recommends reading all RFP materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items as indicated in the table below. **References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal.** Include the bidder's company name in the header of all documents submitted with your proposal.

RFP Structure and Documentation

Document	Description	Bidder Response Instructions
Cover Page	Provides RFP title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides RFP instructions to bidders	Informational
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline
Schedule B – Pricing	Pricing for goods and services sought by the State through this RFP	Bidder to complete and submit by proposal deadline
Schedule C- Intergovernmental Cooperative Agreement	State of Michigan Cooperative Agreement with Participating Agencies	Informational
Schedule D- Vendor Administration Agreement	The NPP Agreement to which the successful Bidder will be required to become signatory	Informational
Schedule E- Local Governments Units by State	Preliminary list of local governments intending to purchase under an awarded contract	Informational
Schedule F- WIPHE Response Form and List	Agreement to sell to WIPHE Institutions with Listed Institutions	Bidder to complete and submit by proposal deadline
Standard Contract Terms and conditions	Provides legal terms for a contract awarded through this RFP	Deemed accepted by bidder unless information required in Section 8, Evaluation Process is submitted by proposal deadline

- CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this RFP is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.
- QUESTIONS.** Bidder questions about this RFP may be posted on www.michigan.gov/SIGMAVSS or submitted via e-mail to the Solicitation Manager at hiltzv@michigan.gov. no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on www.michigan.gov/SIGMAVSS. If your company chooses to submit questions via e-mail, please use the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question
1	Schedule A, 3.1. Contractor Representative	3	This is an example

4. **MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on www.michigan.gov/SIGMAVSS . This is the only method by which the RFP may be modified.
5. **PRE-PROPOSAL MEETING.**
 An optional pre-proposal meeting will be held on Wednesday, August 1, 2018 at 3:00 pm ET. Via teleconference:
 Phone-in number, USA Toll-Free: 877-336-1831
 Access Code: 7989196

The purpose of the pre-proposal meeting is to discuss the RFP and the work to be performed. Statements made by the Solicitation Manager or NPPGov representative at a pre-proposal meeting are not considered modifications to the RFP. If, however, the Solicitation Manager determines modifications to the RFP are warranted after the meeting, modifications will be posted in writing on www.michigan.gov/SIGMAVSS as explained in **Section 4, Modifications.**

If the pre-proposal meeting is mandatory, a bidder may be disqualified by being late. Subcontractor sign-in is permitted in lieu of the bidder as evidence of attendance. Accessibility requests for reasonable accommodations at the pre-proposal meeting should be made with the Solicitation Manager at least 10 calendar days before the date of the meeting. Accommodation requests received outside this time period cannot be guaranteed.

6. **DELIVERY OF PROPOSAL.**

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through www.michigan.gov/SIGMAVSS.

- a. The price proposal should be saved separately from all other proposal documents; however, the **total price needs to be entered in SIGMA VSS on the commodity line.**
- b. The bidder must submit all documents in a modifiable (native) format (examples include but are not limited to: Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Bidder's failure to submit a proposal as required may result in disqualification.
- c. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials.
- d. The SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the Cover Page, even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 373-4111 or (888) 734-9749.**

7. **MANDATORY MINIMUM REQUIREMENTS.** To avoid disqualification, the bidder must provide documentation to support the following:

- Ability to host an on-line purchasing webpage. Please attach this documentation with the Vendor Question Worksheet.

Only proposals meeting the mandatory minimum requirements will be considered for evaluation.

8. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	General Requirements- Schedule A, Statement of Work, Section 1	5
2.	Deliverable/Products – Schedule A, Statement of Work, Section 2	10
3.	Service Capabilities – Schedule A, Statement of Work, Section 3	20
4.	Pricing- Schedule A, Statement of Work, Section 5	20
5.	Ordering Capabilities- Schedule A, Statement of work, Section 6	20
6.	Project Plan – Schedule A, Statement of Work, Section 10	20
7.	Vendor Questions Worksheet	5
	Total	100

Proposals receiving 80 technical evaluation points will have pricing evaluated and considered for award.

Oral Presentation. After technical and pricing evaluation, those bidders still being considered for award will be asked to come to DTMB Central Procurement Services offices, at Constitution Hall, 525 W. Allegan St., Lansing, MI 48933-1521 to showcase their on-line purchasing platforms and highlight its features. Review of the Bidders on-line capabilities will be used to help determine best value. The following criteria shall be used:

	Oral Presentation Evaluation Criteria	Weight
1.	Ease of Navigation	15
2.	Ease of Site Administration both self and through Bidder's Staff	10
2.	Ability for Site to default to "Core" items first when search is utilized	10
3.	Ability for item restriction and ease of revising restrictions self or through Bidder's Staff	10
4.	Ability for site to suggest lower priced alternatives	10
5.	Other added value Special Features such as on-line reporting capabilities, message boards, etc.	15
	Total	70

The State may utilize all bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State's evaluation will include consideration of a bidder's qualified disabled veteran (QDV) status under [MCL 18.1261\(8\)](#). Additional information on the QDV preference is available at: <http://michigan.gov/micontractconnect/0,4541,7-225-48677-123519--,00.html>.

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder's need for each proposed change. Failure to include track changes with an explanation of the bidder's need for the proposed change constitutes the bidder's acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive.

The State may conduct an on-site visit to tour and inspect the bidder's facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

9. **NOTICE OF DEFICIENCY.** The State reserves the right to issue a **Notice of Deficiency** to bidders if the State determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.
10. **CLARIFICATION REQUEST.** The State reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.
11. **RESERVATIONS.** The State reserves the right to:
 - a. Disqualify a bidder for failure to follow these instructions.
 - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the State's subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the RFP are met.
 - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
 - d. Consider an otherwise disqualified proposal, if no other proposals are received.
 - e. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (2) the bidder's failure to complete registration on www.michigan.gov/SIGMAVSS; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
 - f. Consider prior performance with the State in making its award decision.

- g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
 - h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
 - i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
 - j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
 - k. Award multiple, optional-use contracts, or award by Contract Activity.
 - l. Evaluate the proposal outside the scope identified in **Section 8, Evaluation Process**, if the State receives only one proposal.
- 12. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who offers the best value to the State, as determined by the State. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in **Section 8, Evaluation Process**, and price, as demonstrated by the proposal. The State will post a **Notice of Recommendation for Award** on www.michigan.gov/SIGMAVSS.
- 13. DEBRIEF MEETING AND BID PROTEST.** The State will post a **Notice of Recommendation for Award**, which will provide instructions on how to request a debrief meeting
- If you wish to initiate a protest of the award, you must submit your written protest electronically at BidProtest-DTMB@michigan.gov no later than 4:00 p.m. ET, 7 calendar days after posting the Notice of Recommendation for Award on SIGMA VSS, or by 4:00 p.m. the next business day if that date falls on a state holiday or weekend. The State reserves the right to adjust this timing and will publish any change on the SIGMA VSS.
- Additional information about the protest process is available at www.michigan.gov/micontractconnect under the "Programs and Policies" link.
- 14. STATE ADMINISTRATIVE BOARD.** Contracts in excess of \$500,000 require approval by the State Administrative Board. The State Administrative Board's decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.
- 15. GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a bidder participating in this solicitation. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate any part of the bidder's proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the State's environment or contain all matters upon which agreement must be reached. Other than verified trade secrets, proposals submitted via www.michigan.gov/SIGMAVSS are the State's property.
- 16. FREEDOM OF INFORMATION ACT.** All portions of the bidder's proposal and resulting Contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), 1976 PA 442. However, please note the following:
- a. Under [MCL 18.1261\(13\)\(b\)](#), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, [MCL 445.1902](#), or financial or proprietary information" are exempt from disclosure under FOIA. And under [MCL 18.1470\(3\)](#), "proprietary financial and accounting" information is also exempt from disclosure under FOIA.
 - b. If information within a bidder's proposal falls under the aforementioned exemptions, and the bidder seeks to have it withheld from disclosure under FOIA, then by the proposal deadline, the bidder must: (1) save exempt information in a separate file (i.e., document); (2) name the file/document "FOIA-EXEMPT"; (3) label the header of each page of the file/document "Confidential–Trade Secret," "Confidential–Financial," or "Confidential–Proprietary" as applicable; (4) clearly reference within the file/document the RFP schedule, section, and page number to which the exempt information applies; and (5) verify within the FOIA-EXEMPT file/document that the information meets the FOIA exemption criteria.

- c. The State reserves the right to determine whether information designated as exempt by a bidder falls under the FOIA exemptions.
- d. Resumes, pricing, and marketing materials are not trade secrets or financial or proprietary information.
- e. **Do not** identify your entire proposal as "FOIA-EXEMPT," and **do not** label each page of your proposal "Confidential." If a bidder does so, the State may require the bidder to resubmit the proposal to comply with subsection (b) above.
- f. If the State requires a bidder to resubmit a proposal for failure to follow these instructions, the State reserves the right to disqualify the bidder if the proposal is materially changed upon resubmission. In other words, amendments to the proposal should be restricted to that which is necessary to separate confidential from non-confidential information.

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VENDOR QUESTIONS WORKSHEET

OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

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Provide a detailed response to each question. "You" and "company" refers to the bidder.

Information Sought	Bidder Response
1. Contact Information	
Bidder's sole contact person during the RFP process. Include name, title, address, email, and phone number.	
Person authorized to receive and sign a resulting contract. Include name, title, address, email, and phone number.	
2. Company Background Information	
Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.	
What state was the company formed in?	
Phone number	
Website address	
Number of years in business and number of employees	
Legal business name and address of parent company, if any	
Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company.	
Discuss your company's history. Has growth been organic, through mergers and acquisitions, or both?	
Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation.	
Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction.	
Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.	
State your gross annual sales for the last 5 years. If receiving a contract under this RFP will increase your gross revenue by more than 25% from last year's sales, explain how the company will scale-up to manage this increase.	
Describe partnerships and strategic relationships you think will bring significant value to the State.	
State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this RFP.	

3. Qualified Disabled Veteran	
Under MCL 18.1261 , a “qualified disabled veteran” means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A “service-connected disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran?	Enter YES or NO.
To demonstrate qualification as a qualified disabled veteran, you must provide: (a) Proof of service and conditions of discharge (DD214 or equivalent); (b) Proof of service-connected disability (DD214 if the disability was documented at discharge or Veterans Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and (c) Legal documents setting forth the ownership of the business entity. In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.	Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran.
4. Participation in RFP Development or Evaluation	
Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.	If you entered “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.
Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP?	If you entered “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.
5. State of Michigan Experience and Prior Experience	
Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last 10 years.	
Describe at least three (3) relevant experiences, not with the State of Michigan, from the last five (5) years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP. At least one of the experiences listed below must reflect a currently held contract.	
Experience 1	
Company name Contact name Contact role at time of project Contact phone Contact email	
City State Zip	

1. Project name and description of the scope of the project 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 2	
Company name Contact name Contact role at time of project Contact phone Contact email	
City State Zip	
1. Project name and description of the scope of the project 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
Experience 3	
Company name Contact name Contact role at time of project Contact phone Contact email	
City State Zip	
1. Project name and description of the scope of the project 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained	
6. Standard Contract Terms	
Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with Section 8 Evaluation Process must be provided with Bidder's proposal.	
7. Other	
Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.	Enter YES or NO.
Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has,	Enter YES or NO.

<p>pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company's owners and remitted the tax to the Michigan Department of Treasury.</p>	
<p>Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.</p>	<p>Enter YES or NO.</p>
<p>Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.</p>	<p>Enter YES or NO.</p>
<p>Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.</p>	<p>Enter YES or NO.</p>
<p>SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.</p>	<p>Enter YES or NO.</p>
<p>Authorization to Verify Information provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate.</p>	<p>Enter YES or NO.</p>

Bidder must enter company name here.

STATE OF MICHIGAN

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OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of any Contract resulting from this National Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP"). The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement where indicated. The Contractor **MUST respond within the body of this document in the spaces provided**. Cut and paste information into these locations if necessary. **Do not attach any alternate or additional information as it may not be considered for evaluation, unless specifically requested within the RFP.** Uniform Resource Locator (URL) links to information will not be considered for evaluation.

BACKGROUND

The State of Michigan (hereinafter referred to as the State), operating under a Memorandum of Understanding with National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov") is serving as the Lead Contracting Agency for this solicitation.

NPPGov is owned by two non-profit healthcare organizations and provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

INTENT

The intent of this RFP is to invite Bidders to submit a competitive pricing proposal offering OFFICE SUPPLIES and OFFICE RELATED PRODUCTS to the State of Michigan, which will then be made available to MiDeal members, NPPGov members locally and nationwide, Washington Institutions of Public Higher Education (WIPHE) Members **Schedule F**, and other states including but not limited to those listed in **Schedule E** (collectively, "Participating Agencies"), to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors, herein know as Bidders; and to obtain discounted pricing through volume purchasing.

The successful Bidder will make available its entire catalog of products and/or services in order that Participating Agencies who agree to the use of the resulting contract may order a broad range of goods and services as needed.

Bidders should have a strong national presence for OFFICE SUPPLIES and OFFICE RELATED PRODUCTS for use by government agencies nationwide.

In addition to the Contract with the State, the successful bidder will be required to enter into a Vendor Administration Agreement with NPP.Gov. This Vendor Administration Agreement includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

This Solicitation meets State of Michigan public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

SCOPE

The purpose of this RFP is to establish a contract by which the State of Michigan, State of Michigan Employees, its MiDeal Members, and NPPGov Participating Agencies may procure office supplies and office related products (henceforth referred to as "office supplies"), in 27 different categories at the lowest price available. The Contractor is responsible for warehousing, data collection, reporting and distribution of office supplies.

1. GENERAL REQUIREMENTS

- A. The RFP and resulting Master Agreement are anticipated for use by the State of Michigan, State of Michigan Employees, and its MiDeal members, as well as other NPPGov Participating Agencies across the nation.
 - 1) The State of Michigan will enter into an Intergovernmental Cooperative Purchasing Agreement with other Participating Agencies (not including MiDeal Members), through NPPGov, after the Master Agreement is entered into between the State and the successful Bidder through the issuance of this RFP.
 - 2) Intergovernmental cooperative purchasing agreements allow Participating Agencies to make purchases at the State's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all its local and state cooperative procurement requirements.
 - 3) By submitting a proposal, the Bidder(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies.
 - 4) Neither the State of Michigan nor NPPGov will incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions.
 - 5) The State of Michigan Intergovernmental Cooperative Purchasing Agreement is available for review in **Schedule C**.
- B. The successful Bidder must work directly and separately with the Participating Agencies concerning the placement of orders, deliveries, disputes, invoicing and payment.
 - 1) Neither the State of Michigan nor NPPGov will be held liable for any costs or damages incurred by or because of the actions of the Contractor or any Participating Agency.
 - 2) Successful Bidders must comply with state and local laws, rules and regulations in each state and locality where the product or service is provided.
- C. Each Participating Agency will execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement.
 - 1) While the terms of the Master Agreement will govern the general pricing terms, each Participating Agency may request modification of the Master Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided any modifications are not material changes.
 - 2) Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Bidder, request additional legal and procedural provisions not included herein that the successful Bidder must adhere to if it wishes to conduct business with the Participating Agency using the Master Agreement.
 - 3) Each Participating Agency may negotiate for its own "Core" list of items that will represent its' most used items. "Core" list item pricing may be less than, but never more than the prices established in the Master Agreement pricing.
- D. Successful Bidders, in addition to executing a Master Agreement with the State of Michigan will also execute a Vendor Administration Agreement with NPPGov which is available for review in **Schedule D**. NPPGov provides Contractor exposure/marketing and contract utilization support for the successful Bidder's products and service.
- E. Successful Bidders awarded a contract will:
 - 1) Pay a Contract Administration Fee representing 1.5% percent of actual net sales under the Master Agreement as established in the NPPGov Vendor Administration Agreement which is available for review in **Schedule D**. Administration fees may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates will not affect the amount of the administration fee paid to NPPGov and;
 - 2) In addition to the NPPGov Contract Administration Fee, the successful Bidder will pay a Contact Administration Fee to the State for sales within the State, including those sales made to MiDeal members, as outlined in **Standard Terms and Conditions Section 7. Administrative Fee and Reporting**. This fee may not be listed or charged as a separate line item to the State.
- F. Each Bidder is required to commit to:

Bidder must enter company name here

- 1) low pricing;
 - 2) and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement as provided in **Schedule D**.
 - 3) In addition, the successful Bidder must commit to marketing of the Master Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Contractor's sales staff.
- G. **Contract Usage.** There is no obligation for any Participating Agencies to purchase anything from the Contractor. It is the intent of this RFP and resulting Master Agreement that Participating Agencies may buy directly from Successful Bidder(s).

Responding to 1. General Requirements, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

2. Deliverables / Products

2.1. Product Specifications

- A. The primary objective is for the Bidders to provide their organization's entire catalog of products and services, which will allow the State and Participating Agencies to order a broad range of products and services, as appropriate for their needs.
- 1) Specific products will be as listed in **Schedule B.1** and will become the "Core List". Bidders are to quote exact brand products.
 - 2) Bidder branded products will be their standard for that item.
 - 3) Bidders may provide alternative products if they do not stock the specified manufacture in the appropriate space provided in Schedule B.1. Should the State wish to entertain use of alternative products, at the State's request, the Bidder may be required to submit information comparing/contrasting the specified vs. the alternate product and provide samples.
- B. All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- C. Products will be categorized into the following 27 categories.
- 1) Participating Agencies must be allowed to restrict purchase of products, in part or in whole, as it deems necessary.
 - 2) Revisions to this list during the contract term will be mutually agreed upon by the State and Contractor:

CATEGORY #	CATEGORY
1	Binders & Binding Systems
2	Calendars/ Dated Goods
3	Converted paper Product
4	Copy Paper
5	Facilities Breakroom
6	Facilities Chemical
7	Facilities Equipment
10	Facilities Soap
11	Facilities Supplies
12	Filing & Record Storage
13	Inkjet Supplies- OEM
14	Inkjet Supplies- Remanufactured
15	Labels and Mailing Supplies

Bidder must enter company name here

16	Miscellaneous Office Products
17	Office Accessories
18	Pens, Pencils & Correction
19	School Art Supplies
20	School Paper
21	School Supplies
22	Specialty Paper Products
23	Technology Products
24	Toner- OEM (Hewlett Packard Only)
25	Toner- OEM (Except Hewlett Packard)
26	Toner- Remanufactured
27	Furniture

D. Proprietary Items. The contract will also include proprietary items, which are items purchase and warehoused by the Contractor specifically for use and purchase by the State. Those items are as listed herein. This list may be modified per change notice.

- 1) Items.
 - a. 15" x 12" x 9.75" 44ECT, C Flute Kraft RSC, Glued, 1 color imprint – SOM Records Management Storage Box. Initial Estimated Annual Usage- 30,000 Each
 - b. 26" x 12" x 9.75" 44ECT, C Flute Kraft RSC, Glued, 1 color imprint- SOM Records Management Storage Box. Initial Estimated Annual Usage- 1,000 Each

Responding to E.1.a. & b. the Bidder must indicate in the boxes below.			
Item	Minimum Run (count of boxes)	Lead time for Proof/Samples	Lead time for Production/ First Run
15" x 12" x 9.75" Box			
26" x 12" x 9.75" Box			

- 2) Initial Order. Prior to the manufacture of these proprietary items and the purchase and warehousing on the part of the Contractor, the Contractor shall supply to the State proofs and/or samples of each item which shall be approved by the Contract Administrator or designee prior to a full production run.
- 3) Inventory Levels. The State shall provide to the Contractor an initial estimated annual usage for each Proprietary Item. The estimated annual usage is based on historic data and does not guarantee that this is the quantity that will be purchase on an annual basis. This estimate becomes the basis of the initial run and a forecast of the provision of the item during the first year of the contract or of when the items is added. Subsequently, the Contractor shall monitor usage monthly and adjust ordering of the items to maintain the proper inventory levels.
 - a. Contractor shall purchase and maintain up to a 90-day supply of Proprietary Products. If the contractor elects to warehouse more than a 120-day supply of any proprietary item the contractor does so at their own risk.
 - b. The State acknowledges that the manufacturer of the Proprietary Item may have a minimum production run requirement.
- 4) Prices. Pricing for Proprietary Items shall conform to the schedule set forth for all negotiated "Core" items per Section 5.2. Price Term. There are no separate initial set up fees. Price changes will be per Section 5.3. Price Changes.
- 5) Changes to Proprietary Items after Initial Introduction. Should the State require changes to a Proprietary Item:
 - a. The Contractor will provide a quotation to the Contract Administrator for any costs incurred to a change in design or imprinting. The price adjustments, if any, will be made via Change Notice.
 - b. The State will supply camera-ready artwork and design specifications if required to the Contractor.
 - c. The Contractor shall supply to the State proofs and/or samples of revised items which shall be approved by the Contract Administrator or designee prior to a full production run.

Bidder must enter company name here

- 6) Discontinuation. Should the State deem an inventoried Proprietary Item no longer necessary:
 - a. The State will give the Contractor a (60) sixty day written notice of its intent to discontinue.
 - b. Upon receipt of this notice, the Contractor shall cease to purchase additional Proprietary Items from the manufacturer unless a last purchase is requested by the Contract Administrator.
 - c. The Contractor shall provide to the State a list indicating the quantity of remaining stocked and warehoused Proprietary items.
 - d. The State shall purchase and take delivery, at a location of the State's choosing within (60) sixty days, of at least the 120-day supply of remaining Proprietary Items ordered and warehoused on behalf of the State, and
 - e. The State shall make payment for the Items once delivered as per the terms of this contract.
- 7) Termination. Upon expiration or termination of the contract:
 - a. The Contractor will provide to the State a list indicating the quantity of remaining stocked and warehoused Proprietary items.
 - b. The State is not obligated to purchase more than a 120-day supply of proprietary items, as determined by the average monthly usage of the previous fiscal year total usage.
 - c. The State will provide to the Contractor instructions for disposition of all remaining Proprietary Items ordered and warehoused on behalf of the State if applicable. The State shall make payment for the Items once delivered as per the terms of this contract.

E. Product Substitution. Once the product lists are established, **product substitution is not allowable unless written approval is received from the Contract Administrator.**

- 1) Auto substitution without customer written approval will be considered Breach of Contract.
- 2) Pricing for the substituted product cannot exceed the contract price for the item.
- 3) During the contract, the Contractor may offer alternate products meeting or exceeding original specifications at a similar or a lower cost to be approved by the State. A proposed alternate must clearly describe all variances from the specifications and must include descriptive literature that contains complete specifications, if available.

Responding to 2.1. Product Specifications, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

2.2. Warranties

- A. Any warranty with respect to the products under this contract will come from the manufacturer. Contractor will pass through to the State any applicable manufacturer warranties, to the extent transferable and provide documentation at time of delivery as well as making the documents available for viewing on line.
 - 1) The Contractor will pass through to the State of Michigan any applicable manufacturer OEM warranties, to the extent transferable and provide documentation upon request.
 - 2) Should a State of Michigan end-user encounter a warranty/return issue, the product may be returned to the Contractor for full credit or a replacement product, and the Contractor will handle all returns to the manufacturer.
- B. The State may report any product or warranty issues by contacting the Contractor's Customer Service or the Contractor Representative assigned to the State. Contractor will work with the OEM to remedy the warranty claim on the State's behalf up to and including return for full credit, replacement of the defective item or repair of the defective item as dictated by the applicable warranty.
- C. The State reserves the right to require additional warranties including those identified by the Contractor in its response to this RFP.

Bidder must enter company name here.

Bidder must describe below any additional warranties included in the bid and explain your company's current process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

Responding to 2.2. Warranties, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

2.3. Recall Requirements and Procedures

The Contractor will advise the State's Contract Administrator via e-mail of any product recalls within 10 calendar days of the Contractor becoming aware of any recall notifications. The Contractor will work with the State to remedy the recalled products in accordance with the OEM's recall procedures.

Responding to 2.3. Recall Requirements and Procedures, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

2.4. Quality Assurance Program

Contractor's quality approach will include the following elements:

- A. The Contractor will have a customer satisfaction team responsible for measuring and improving the customer experience. Any customer satisfaction polling or surveys to State agencies or Extended Purchasing Program participants must be reviewed and approved by the Contract Administrator before they are conducted, the results of which will be made available to the Contract Administrator upon request.
- B. Comprehensive data collection and reporting on all customer shipments, which results in visibility of every order from entry through delivery which will be available to the Contract Administrator upon request.

Responding to 2.4. Quality Assurance, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

2.5. Incentives

Bidder must enter company name here

- A. The contractor will coordinate with Hewlett Packard in the creation, maintenance and updating of HP Big Deal and “white box” pricing Programs.
- B. Contractor may pass through any OEM special pricing, incentives, discounts or rebates.

Responding to 2.5. Incentives, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

Bidder must explain any addition special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc. If none, state “None”.	
Bidder Response:	

3. Service Levels

3.1. Retail Locations

Bidder must provide a listing of its retail locations in Michigan and nationwide, by state. Insert in a PDF object for this list in the space provided below.	
Bidder Response:	

Bidder must indicate what percentage of their catalog SKUs are stocked at their retail locations.	
Bidder Response:	

3.2. Extending the Contract Pricing and Discount at Retail Locations

Bidder must provide an explanation of how it will ensure that the contract pricing and discounts is correctly extended to the State and Employees at its retail locations. listing of its retail in the space provided below.	
Bidder Response:	

3.3. Product Catalog

The Contractor will provide to the State product catalogs in two versions. The Contractor will not be permitted to distribute any printed catalogs unless expressly approved by the Contract Administrator.

- 1) The Contractor will host a searchable, on-line, web-based custom catalog that will include a purchasing platform. This catalog will include all items offered by the Contractor, listed with a full description, photo of the product and the contract pricing, additionally it will include the following features:
 - a. The State’s “Core List” products will always populate first when users search for similar items. From least expensive to most expensive.
 - b. The State’s “Core List” products will be noted by icon or another marking system that is easily identified in any search results.
 - c. If an item is selected, yet a similar item is available at a lower price, a prompt or “pop-up” will alert the user that there is a lower price alternative available and provide them a reroute to the alternative item.

Bidder must enter company name here

- d. Items that meet or exceed the State's recycled products parameters listed in **Section 12.1. Recycled Content and Recyclability** will be denoted with an icon or other marking system that is easily identified in any search results.
 - e. The on-line platform will have the capability to "restrict" the purchase of items as determined by the State and those items, although viewable, will be notated to make users aware that these items cannot be selected for purchase.
- 2) The Contractor will provide an electronic catalog which will be a PDF version of the "Core List" products. This catalog will meet the following requirements:
- a. Have a Table of Contents listing all 27 contract categories and will link to the first page of each category.
 - b. Products will be grouped and then listed alphabetically within the contract category where the product has been assigned.
 - c. Each Product will have a photo, description and the contract price listed.
 - d. Because the PDF Catalog will be published for use by the State of Michigan, it must meet ADA requirements. Requirements can be found at <https://www.michigan.gov/som/0,4669,7-192-86761--00.html>
 - e. The PDF Catalog must be maintained by the Contractor and updated annually.

3.4. Installation

Installation if required, it will be addressed, on a case by case basis, specific to the product and no work will commence without an approved and signed quote, between the contractor and Participating Agency's contract administrator, as applicable.

3.5. Reporting

A. The Contractor must submit the following periodic reports to the State

- 1) Usage reports, to the Contract Administrator, including item, quantity and dollars for State and MiDEAL members, as requested.
- 2) Purchasing metric reporting, as requested and/or available through the on-line website purchasing platform , including but not limited to:
 - a. Yearly Program Review
 - b. Order Levels
 - c. Core vs Non-Core Usage
 - d. Agency Core Compliance
 - e. Year to Year Comparisons
 - f. Product Category Usage
 - g. Eco Friendly Product Usage
- 3) The Contractor must submit reports of purchasing activities to the MiDEAL program coordinator, on a quarterly basis. The Contractor will utilize the format specified by the State. Reports will include, at a minimum, an itemized listing of purchasing activities by each State of Michigan agency and MiDEAL member, with the agency name, invoice number, product description, quantity, total value of purchases for each agency, date of purchases, and a grand total of all purchases.
- 4) The Contractor must supply electronic files for all account numbers, agency contacts (administrators all levels), ship to addresses, and authorized purchases upon request, but no more often than a quarterly basis.
- 5) By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to the Contract Administrator.

B. The Contractor must submit reports of purchasing activities by MiDEAL members

Bidder must enter company name here

On a quarterly basis. Refer to Terms and Conditions Section 8, Administrative Fee and Reporting. The Contractor will utilize the format specified by the MiDEAL Administrator. Reports will include, at a minimum, an itemized listing of purchasing activities by the MiDEAL member, invoice number, product description, quantity, total value of purchases for each agency, date of purchases, and a grand total of all purchases.

- C. The State reserves the right to request other reports throughout the term of this Contract as deemed necessary.

Responding to 3.4. Reporting, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

3.6. Meetings

The Contractor must attend the following meetings:

- A. Kick-off meeting, to be attended by the Contractor Representative and other Key Personnel within 30 calendar days of the Effective Date
- B. Annual contract review as requested by the Contract Administrator
- C. The State or its MiDEAL members may request meetings as it deems appropriate

Responding to 3.5. Meetings, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

3.7. Transitions

- A. **Transition-In.** At the beginning of the contract the Contractor must assist the State in making the transition from the expiring contract and the incumbent Contractor by providing the following:
 - 1. The Contractor must work with the Contract Administrator and the incumbent Contractor to take possession of any Proprietary items held within their inventory, if any, and place it within their inventory for future shipment.
 - 2. Contractor must work with the State and its Agencies in setting up the users in their on-line website purchasing portal. Work will include but not be limited to: establishing multiple agencies with multiple users, a multitude of ship to addresses and bill to accounts, and the necessary approval paths, if any, as specifically required by each Agency. Contractor may need to meet with each agency individually to facilitate this process. There are currently around 3500 State of Michigan users.
 - 3. Contractor must create and work within the approved Transition-In timeline which will include, but is not limited to:
 - a. Setting up the web-based catalog/ purchasing platform
 - b. Training users
 - c. Creating collateral for publication/ information
 - d. Attend Meetings and showcases as necessary
 - e. Rolling "Go Live"
- B. **Transition-Out.** At the end of the contract the Contractor must assist the State in making the transition to a new Contractor by providing the following:

Bidder must enter company name here

1. Proprietary items inventoried for the State by the incumbent Contractor must be held for a period of up to six months. During which time arrangements must be made between the transitioning Contractors and the Contract Administrator, or their designee, for the delivery of the remaining inventory to the new Contractor's facility or to the State.
2. The Contractor must provide all requested user data and other records as requested by the Contract Administrator.
3. Contractor will submit to the State all final billing within 45 calendar-days of the contract expiration date and provide any requested back up documentation as may be necessary to make final payment within that same 45 calendar-day time. No additional invoicing after the 45 calendar-day period will be honored.

Responding to 3.6. Transitions, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

3.8. Emergency Preparedness/ Disaster Recovery

A. Emergency Preparedness

- 1) As a first responder, in the event of an emergency or disaster, the State shall be served before other customers.
- 2) The State reserves the right to purchase from any category which the Contractor can provide during a declared emergency or disaster.
- 3) In the event of an Emergency, the Contractor's Contract Representative will be the contact and will provide to the Contract Administrator a phone number where they can be reached anytime.

B. Disaster Recovery

- 1) The Contractor must create a Disaster Recovery Plan that enables the business to continue services if problems are experienced with Contractor's computer systems, telecommunication systems, or warehouse/shipping capabilities. These plans have been designed and maintained to ensure timely recovery from a disaster.

Bidder must provide an explanation of its existing Disaster Recovery Plan if one is currently in place or provide a solution that will be put into place to meet this requirement.	
Bidder Response:	

Responding to 3.7. Emergency Preparedness/Disaster Recovery, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

4. Staffing

4.1. Contractor Representative and Key Personnel

The Contractor must appoint one Contractor Representative and other Key Personnel, specifically assigned to State of Michigan accounts, who will be knowledgeable on the contractual requirements and directly responsible for the day to day operations of the Contract.

Bidder must enter company name here.

- A. The Contractor Representative and Key Personnel must be: available via a statewide toll-free number for customer service calls and must be available during the hours of 8 a.m. to 5 p.m. ET Monday through Friday.
- B. The Contractor Representative and Key Personnel must respond to the State within 8 business hours to State inquiries.
- C. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- D. The Contractor may not remove or assign a new Contractor Representative or Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

Bidder will identify whom they intend to name as Contractor Representative, were they will be physically located, and describe the functions they will perform.

This person will be expected to have intimately knowledge of this contract and its parameter and will have the ability to answer questions about our unique program, handle day to day issues, remove restrictions on items if requested by the Contract Administrator, and assist with projects and quote special order items. This person will work with the Contract Administrator with regard to required contractual changes, amendments and the like.

It will be expected that the Contractor will provide a direct phone number and e-mail address to this individual.

It is understood that these same individuals may not be responsible for the contract functions in other States or other Regions.

Bidder Response:

Name:	
Address:	
Functions:	

Bidder will identify whom they intend to name as the Customer Service Specialist, were they will be physically located, and describe the functions they will perform.

This person will be the back-up or "right hand" for the Contractor Representative both on a daily basis and should the Contractor Representative be unavailable. This person will be expected to have intimately knowledge of this contract and its parameter and will have the ability to answer questions about our unique program, handle day to day issues, remove restrictions on items if requested by the Contract Administrator, and assist with projects and quote special order items.

It will be expected that the Contractor will provide a direct phone number and e-mail address to this individual.

It is understood that these same individuals may not be responsible for the contract functions in other States or other Regions.

Bidder Response:

Name:	
Address:	
Functions:	

Bidder will identify any additional individuals who may be assigned key roles in the performance of this contact, Key Personnel. Please indicate who they are, were they will be physically located, their titles and describe the functions they will perform. It is understood that these same individuals may not be responsible for the contract functions in other States or other Regions.

Bidder Response:

Bidder must enter company name here.

Name:	
Address:	
Title and Functions:	

Name:	
Address:	
Title and Functions:	

Name:	
Address:	
Title and Functions:	

Name:	
Address:	
Title and Functions:	

Add more Key Personnel boxes as necessary.

Responding to 4.1. Contractor Representative and Key Personnel, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

4.2. Organizational Chart

Provide three separate Organizational Charts that details the staff members by name and title, including subcontractors who will be assigned to this contract, and the hierarchy/associations:

National Contract Organizational Chart:

State of Michigan Account Organizational Chart:

Mi-Deal Development Organizational Chart:

Bidder must enter company name here

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4.3. Toll-Free Numbers

- A. **Customer Service.** The Contractor must have a dedicated, U.S. based staff for customer service calls, who are familiar with the contract and its pricing parameters. These individuals must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 am to 5 pm ET.
- B. **Online Catalog and Technical Support.** The contractor will have dedicated staff available for online web collaboration and technical support via phone, Monday through Friday, during the hours of 8 am to 5 pm ET.

Responding to 3.3. Toll-Free Number, the Bidder will check only 1 box below, and identify exception(s)	
	I have reviewed the above requirement and agree with no exception. The toll-free number is:
	I have reviewed the above requirement and have noted all exception(s) in column to the right.

4.4. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors in the performance of this contract, the Contractor must disclose so in the information boxes below.

- A. Any subcontractors will be bound by the terms of this contract. The State will not accept billing from nor make direct payments to any subcontractor.
- B. The Contractor will give the State 30 calendar days' notice if it intends to replace any subcontractor and provide the same information as required below.

Bidder will identify any company they will subcontract with to perform any portion of this contract. If no subcontractors will be used, respond "None" in the Subcontractor Corporate Name field. Bidder Response:	
Subcontractor's Corporate Name	
Street Address	
City, State, Zip	
Corporate Phone No.	
What portion of the contract with this company provide	
Previous working experience with this subcontractor	
Percentage of your total bid that will be assigned to this subcontractor	

Subcontractor's Corporate Name	
Street Address	
City, State, Zip	
Corporate Phone No.	
What portion of the contract with this company provide	
Previous working experience with this subcontractor	
Percentage of your total bid that will be assigned to this subcontractor	

Add more Subcontractor boxes as necessary.

Bidder must enter company name here

4.5. Security

The Contractor’s staff may be required to make deliveries to or enter State facilities, either at dock or to desktop. The State may require the Contractor’s personnel to wear State issued identification badges.

Bidder will answer the following questions.	
Bidder Response:	
Do your delivery drivers use uniforms? ID Badges?	
Do your delivery drivers have to pass background checks?	
What is the scope of the background check?	

5. Pricing

5.1. Pricing

Pricing will be as quoted and established in the Schedule B Pricing, B.1 Core Pricing and B.2 None-Core/ Discount Off List Pricing. Please note: **The Contractor must also be sure to enter the total contract quoted price (as determined in the Schedule B.1. Core Pricing) on the Commodity line in the SIGMA bid response.**

All products offered by the Contractor will be considered “on contract”. Those products will be offered based on this two-tiered pricing structure:

- A. **Core List.** Firm, fixed, quoted and negotiated pricing on approximately 1,200 items established for the State and Participating Agencies. Participating Agencies may modify or amend this list per their specific requirements and usage if deemed necessary.
 - 1) Subject to change per contract terms
 - 2) The Contractor will have the capability to highlight and identify the core products on the on-line web purchasing platform and will drive purchases to this list of products. The core items shall be listed first in any search on the purchasing platform and shall appear least expensive to most expensive.

Responding to 5.1. B. Non-Core, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- B. **Non-Core.** Products not identified in in Schedule B.1. Core Pricing, but are otherwise available from the Contractor’s Catalog, will be referred to as Non-Core.
 - 1) For the avoidance of doubt, any reference in this Contract to a catalog is intended to mean the Contractors full line of items available on-line, in-store or as published electronically or in print.
 - 2) “List Price” is defined as the manufacturer’s suggested list price.
 - 3) The Contractor will never charge more, but may charge less, than the quoted percentage discount off list price (defined in 2. above) for Non-Core products as identified in the Discount-Off Category section in Schedule B.2. Pricing which reflect the discounts to be established in the resulting contract.

Responding to 5.1. B. Non-Core, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

Bidder must enter company name here

C. Lowest Available Price.

- 1) The Contractor will utilize “best price logic” for purchases made on the web purchasing platform which will result in the State receiving the lower of the current retail (commercial) web site pricing or the contract pricing.
- 2) The Contractor will utilize “best price logic” for purchases made in its retail stores, which would result in the State receiving the lower of the current retail store price or the current contract price.

Responding to 5.1.C. Lowest Available Price, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

Responding to 5.1.C.2. Lowest Available Price at retail, the Bidder will describe the process or procedures required to accomplish this.

- D. Special Order.** The Contractor will be able to quote, as need arises for special order items, which are those items that are not normally stocked or priced as part of the Contractor’s standard offering. The State will not be required to purchase special order items if the item can be purchased at a lower price or within a better timeframe from elsewhere.

Responding to 5.1.D. Special Order, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

5.2. Price Term

- A. Core Pricing must be firm fixed for one year, from June 1st to May 31st (exclusive of copy paper, toner and ink) and thereafter may be adjusted every 365 days. (Except as noted in **Section 5.3.B.** below). Adjustments may be requested, in writing, by either party and price increases will take effect no earlier than the date the Contract Change Notice (CCN) is processed incorporating the adjustments and it is executed by DTMB Central Procurement Services. Price decreases may be offered at any time and will be applied immediately and automatically by the Contractor.
- B. The prices for copy paper, toner and ink will be held firm from June 1st to November 31st and thereafter may be adjusted every 182 days (six months) with sixty days’ notice (except as noted in **Section 5.3.b.** below). Adjustments may be requested, in writing, by either party and price increases will take effect no earlier than the Contract Change Notice (CCN) is processed incorporating the adjustments, is issued by DTMB Procurement Services. Price decreases may be offered at any time and will be applied immediately and automatically by the Contractor.
- C. Non-Core items will be updated on the web-based purchasing platform weekly to be reflective of lowest pricing as offered anywhere by the Contractor which will allow for the contract to take advantage of promotional pricing, special purchases and close-out pricing. Non-Core items will never be more than the established percentage off list price.

If Bidder wishes to offer more generous or alternate pricing terms, please do so in the box below:

Bidder must enter company name here

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Responding to 5.2. Price Term, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

5.3. Price Changes

- A. Adjustments to the Core List prices, will be based on changes in actual Contractor costs, but increases will not exceed 3% on total aggregate during any given adjustment period. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. In the event of Force Majeure as described in Terms and Conditions Section 47, pricing changes may be considered, with the provision of acceptable substantiation, prior to expiration of the firm dates.
- C. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by agreement between the Contract Administrator and the Contractor Representative.
- D. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period. Any changes to pricing must be implemented through an issuance of a Contract Change Notice by DTMB Central Procurement Services (which will be executed by the Parties as soon as practicable). All Contract Change Notices will include a new item listing (for all categories: paper, toner, general office supplies) which will replace all prior versions of the item listing. The Change Notices will clearly describe which price categories have not changed and which categories have been modified.
- E. New pricing shall not apply to products ordered prior to the exercised Change Notice and the mutually accepted execution date even if they had not yet been shipped, received or billed.

Responding to 5.3. Price Changes, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

5.4. Quick Payment Terms

The Bidder is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Bidder's financial institution.	
<input type="checkbox"/>	No quick payment discount will be offered.
<input type="checkbox"/>	The Bidder will offer a quick payment discount of _____% off an invoice if paid within 15 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.

5.5. Pricing Audit

- A. **Incorrect Pricing/ Correction and Refund.** This Contract may be audited quarterly, at the State's discretion, via electronic invoicing documentation provided to the State by the Contractor. If audit findings show that incorrect prices were invoiced, the State will contact the Contractor to remedy the situation and

Bidder must enter company name here

issue refunds.

- 1) Pricing will be corrected within 24 hours
- 2) Refunds will be issued to the State within 30 days.

B. **Retention of Records.** See **Standard Terms and Conditions, Section 37.**

C. The State expects Contractor to conduct audits continuously throughout the term of this Contract, or on a quarterly basis, during the months of July, October, January, and April to assure accurate pricing.

Responding to 5.5. Pricing Audit, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

5.6. Core List Review

On an annual basis, the Core List shall be reviewed and may be updated. Core pricing shall be the best pricing available and will always be less than the Discount Off List percentage.

- A. The Contractor will provide a State line item usage report for all items purchased that year which shall include the item number, product description, count of items purchased, price paid. This report shall be used in determining the next year’s Core List. Based on State usage, items may be added or removed from the core, and prices negotiated/confirmed which shall be held firm per **Section 5.2. Price Term.**
- B. The Contractor will provide to the State of Michigan a National consolidated line item usage report for all items purchased that year including the item number, product description, count of items purchased, price paid. This report shall be used in determining the next year’s Core List. Based on National usage, items may be added or removed from the core, and prices negotiated/confirmed which shall be held firm per **Section 5.2. Price Term.**

Responding to 5.6. Core List Review, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

5.7. Instructions for Schedule B- Pricing

- A. Bidder will insert the proposed pricing for Core items on sheet B.1 and for Non-Core (Discount off list) items on sheet B.2. **Failure to complete the pricing schedule as requested may result in disqualification of your proposal.**
- B. Estimated usage is for pricing purposes only. The State of Michigan makes no guarantee of quantities to be ordered.
- C. Price proposals must include all costs associated with this contract, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- D. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
- E. B.1. Core Item Pricing Instructions:
 - 1) Bidders must provide pricing for the products as listed except for Contractor branded products.
 - 2) Contractor Branded products must be inserted in the Proposed Alternate Products and Pricing section of the sheet with the appropriate information and pricing. The extended annual pricing for those items must then be inserted into the Core Pricing so as to allow for tabulation of the Estimated Total Contract Value.

- 3) If the bidder wishes to offer alternate products, either for a better price or better quality, they are encouraged to do so, but those products and prices must be entered in the Proposed Alternate Products and Pricing Section. Before any alternates are selected or approved for use, the State may request that samples of the alternate products be submitted for review and testing.

F. B.2. Non-Core Item Pricing Instructions:

- 1) In the highlighted spaces under Category Discount, provide the discount off Manufacturer's List price your company is offering.
- 2) For furniture discounts, we recognize that different discounts may be offered/available dependent on the manufacturer. Please identify the appropriate manufacturer per discount, or if the manufacturer is irrelevant, please list the discount off that category on a single line.

6. Ordering

6.1. Method of Procurement

Products must be made available for procurement through the following methods:

A. **Online Catalog/Ordering System**

- 1) Contractor's online catalog/ordering system will be available 24 hours a day, 7 days a week, except for scheduled maintenance.
 - a. Contractor's online catalog/ordering system will include all the Contractors available product items. The items the State has specifically requested to be "restricted" will remain viewable, however, those items shall be noted as being restricted and will be unavailable for selection to purchase.
 - b. Contractor's online catalog/ordering system will identify State of Michigan "Core" items and will drive usage to these items.
 - c. Online customers can view product availability before placing orders and the online system will automatically notify online customers when less expensive alternate is available, and direct them to it.
 - d. Website will allow for order tracking and order history review. Ideally, the purchasing platform will allow for users to create "frequently ordered" lists that can be used to expedite purchases.
 - e. Order acknowledgements must be provided electronically to customers.
- 2) Contractor will work closely with the State and its agencies to initiate usage of their online ordering platform by establishing authorized users, assigning accounting and shipping codes, and establishing approval paths
- 3) The Contractor will provide training to all authorized online ordering platform users throughout the terms of the contract.
 - a. Prior to go live date, in a timeline established in the transition in, training materials will be provided by the Contractor to State, for its use, shall include but not be limited to:
 1. Recorded webinars and electronic training tutorials which provide orientation to the web-catalog/ purchasing platform and aspects of order, shipping, billing and receiving.
 2. Tutorials for "administrators" regarding user and account management and reporting functionality.
 3. The Contractor will update these webinars and tutorials throughout the contract period should the on-line purchasing platform and web page change, or as requested by the state.
 - b. At the time users first obtain access to the ordering system, they will be sent a welcome e-mail which provides links to tutorials and to the State's intranet.
 - c. The Contractor will provide to the State prior to the go live date and at times as requested by the Contract Administrator in-service training to agency personnel on on-line platform usage, products, installation, and product safety issues. This training will be extended to MiDEAL members.

Bidder must enter company name here

- d. The Contractor will also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge. This training will be extended to MIDEAL members.
- e. The Contractor will provide to the State, prior to the go live date and updated as necessary, a FAQ PDF for use on the State's Intranet as requested.
- 4) Website will allow designated customer administrators to set up, add, modify, and delete end users, with permissions and restrictions, approval paths, varying levels of authorization of purchases, etc. independently, without having to contact customer service or Contractor's sales representative.
- 5) The Contractor will be willing and have the capacity to work with third-party providers of Electronic Data Interchange (EDI) services which have been chosen by the State. The Contractor will be willing, at no additional charge to the State or to the EDI provider, to transmit text and image catalog information to the State's provider of EDI services at the State's request.
- 6) Online Catalog Technical Support. Contractor will have sufficient help desk resources to promptly provide technical assistance to the State and MiDeal members.
 - a. Contractor will provide online Customer Service support which enables real-time, online interaction with Customer Service through:
 - 1. instant messaging;
 - 2. live log-on assistance;
 - 3. web collaboration; and
 - 4. call-back requests.

Responding to 6.1.A. On-line Catalog Ordering System, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- B. Phone, Fax or E-mail Orders.** Phone, fax or e-mail orders can only be places by authorized users.
- 1) The Contractor will maintain multiple U.S. based contract customer support centers and an additional support center for retail and centralized functions.
 - a. All the Contractor's contract call centers will overlap support capabilities and have redundant data and power entry.
 - b. Contractor will reroute calls in the event of a phone outage or other emergency
 - 2) Contractor will offer a toll-free Customer Service/Order number dedicated to State of Michigan and MiDEAL member Accounts
 - 3) The Contractor's normal business hours for receiving orders and providing customer service will be Monday through Friday, 8:00 a.m. to 5:00 p.m. (ET).
 - 4) The Contractor will assign an order number, if not provided by the State, for invoicing purposes.
 - 5) Orders place via phone, fax or e-mail are limited to \$2,500.00 unless written on a SIGMA generated DO.

Responding to 6.1.B. Phone, Fax or E-mail Orders, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

C. Retail Network

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Contractor will have a nationwide retail network.

- 1) Purchases can be made at any of the Contractor's retail locations and receive contract pricing at the register.
- 2) Contractor will provide authorized users with a convenience card or registered procurement card that ties customers to their contract pricing and the State's tax-exempt status.

Responding to 6.1.C. Retail Network, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

D. Employee Purchases

The Contractor shall allow State employees to purchase from this Contract utilizing State pricing. The Contractor will supply Deliverable(s) to State employees on a direct and individual basis. Purchases may be made in the following manner:

- 1) State employees may order from the Contractor's website.
- 2) State employees may make purchases at any one of the retail outlets.

Bidder must describe, in the box provided below, the parameters around which State Employee purchases may be made, and how State Employees will be identified to receive the discounts.

6.2 Order Fulfillment

- A. **Fill Rate.** The Contractor must maintain a monthly statewide average Fill Rate of 98%. If the fill rate falls below 98% for three consecutive months and the Contractor fails to provide an explanation for the reduction which is satisfactory to the State, the State may cancel the contract with a 30-day written notice to the Contractor.

Responding to 6.2.A. Fill Rate, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- B. **Backorders.** Customers will be notified at time of order placement of shipment delays, partial shipments and back orders.
- 1) If the Contractor is temporarily out of stock on an item, the Contractor will first notify the end user in one of the following ways:
 - a. Contractor's Internet ordering system provides in-stock/backorder status.
 - b. Customers phoning in orders will be notified of a backorder at the time of order placement.
 - c. A backordered item will be annotated on a FaxBack or e-mail order confirmation, and
 - d. Annotated on the packing list that the end-user receives with the order. The packing list will automatically provide a systemically generated due date (this due date is based on average Contractor lead-time).
 - 2) The Contractor will then work to fill the backorder.
 - a. If the Contractor's system is unable to fill a line, the Contractor's local purchasing group will source the backordered item.

Bidder must enter company name here

- b. The order is then placed to ship from the nearest, quickest source. In the event the back order cannot be satisfied within 10 days, or the time required by the customer, the order may be cancelled by the State.
- 3) Backordered items will not be billed for until the item has been delivered.

Responding to 6.2.B. Backorders, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- C. **Discontinued/ Unavailable Items.** If an item is discontinued, or has an unusual lead-time:
- 1) The customer will be notified of this at the time of the order, or if the order is faxed, the Customer will be called the same day and given a choice of canceling the order/item or selecting an alternate.
 - 2) The Customer Service Representative/ Order department will notify the Contractor Representative within 24 hours that the item has been discontinued.
 - a. The Contractor representative will notify the Contract Administrator within 24 hours of the discovery of a discontinued item and provide replacement alternatives for consideration.

Responding to 6.2.C. Discontinued/Unavailable items, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- D. **Product Substitution.** Product substitution is **not allowable unless written approval is received from the requesting agency.**

Responding to 6.2.D. Product Substitutions, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

- E. **Special Orders.** Customers may purchase items that are not normally stocked. These will be priced at a percentage off the then current product manufacturer's list price, **See Schedule B – Pricing.**
- 1) Special order items can be placed via phone, e-mail or fax to customer service and must include a SIGMA generated Delivery Order number.
 - 2) Special order items are not identified on the Schedule B – Pricing nor listed in the Contractor's Catalog.

Bidder will indicate how long it will take to process Special orders in the box below:

Bidder will indicate a range of typical lead times for Special orders in the box below:

Bidder must enter company name here

Responding to 6.2.E. Special Orders, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

6.3 Minimum Orders

No Minimum Order is requested for delivery.

Responding to 6.3. Minimum Orders, the Bidder will check only 1 box below, and identify exception(s) or Minimum Order Requirements.	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) or alternate proposed minimums in column to the right.
	List all exception(s) or if your company would like to suggest a minimum order.

6.4. Authorizing Document

The appropriate authorizing document for the Contract will be:

- A. An order placed through the on-line purchasing portal which has gone through the State Agency's established approval process, if applicable and requested by the Agency.
- B. An order placed via, e-mail, phone, fax or at a retail location which must be placed by an authorized user set up in the system.
- C. All orders placed utilizing any of these methods will be bound by the terms and conditions of this contract.

Responding to 6.4. Authorizing Document, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

6.5. Order Verification

- A. Only authorized individuals may make purchases under this contract. The Contractor will need to verify that all orders placed via phone, fax or e-mail have been placed by user that have been established and registered as a user in the on-line purchasing platform.
- B. Orders placed by unauthorized individuals are not to be fulfilled. The Contractor will notify the party making the order request to contact their Primary Office Supply Contact to become an authorized purchaser.

Responding to 6.5. Order Verification, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

7. Delivery

7.1. Time Frames

All Contract Activities must be delivered as follows:

Bidder must enter company name here

- A. Contractor will use commercially reasonable efforts to ship stocked products, ordered before 4:00 p.m. local time, for delivery the next business day to the Lower Peninsula after acceptance of an order, except for backordered or special-order products.
- B. Contractor will use commercially reasonable efforts to ship stocked products, ordered before 4:00 p.m. local time, for delivery within two (2) business days to the Upper Peninsula after acceptance of an order, except for backordered or special-order products.
- C. If a product is backordered, or shipment is delayed for any reason:
 - 1) The purchaser will be notified during the ordering process or immediately after the order is place via e-mail of such delay and provided with the anticipated ship date, and Contractor will use commercially reasonable efforts to deliver the delayed product as promptly as commercially practicable.
 - 2) Contractor will treat any such delayed order as active unless the purchaser contacts the Contractor and provides other instructions to cancel the order.

Responding to 7.1. Time Frames, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

7.2. Delivery

- A. All deliveries shall be made to the location indicated in the order and shall be made during the location’s standard business hours, typically between 8 am and 5 pm, although the Contractor will be required to verify delivery time requirements per location.
- B. All deliveries must be accepted/signed for. No deliveries shall be made or “dropped” outside of any location in the anticipation that an employee may receive it when they arrive or see it.
- C. Standard Delivery. Unless specified otherwise below, delivery is governed by Section 18, Delivery, in Standard Terms and Conditions. Prices are F.O.B. Destination, “within Government Premises with transportation charges prepaid by the Contractor on all orders.
 - 1. Building/Loading dock. Delivery to a main loading dock, primarily for palletized and large bulk orders.
 - 2. Desk top. Delivery to specific addresses, floors and locations on those floors.
 - 3. Secured Facilities. Some deliveries will be made to Department of Correction facilities and drivers entering those facilities will have to have LEIN clearance prior to admittance. The clearance applications will be made available upon request.
 - 4. Some State employees work from home offices around the State. Orders from these employees will be delivered to their home office (unless otherwise specified).
- D. Additional freight charges may apply for special delivery, non-standard delivery, rush delivery, or special or custom order products which will be disclosed at the time of the quote and/or the placement of the order by the purchaser.

Bidder must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity in the box below:

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities in the box below:

Bidder must enter company name here

Responding to 7.2. Delivery, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

7.3. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

Responding to 7.3. Packaging and Palletizing, the Bidder will check only 1 box below, and identify exception(s)	
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.
	List all exception(s)

8. Acceptance

8.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of Products:

A. Initial Inspection

- 1) If at the time of delivery, damage is visually noted, the delivery will be rejected, and the product returned with the driver.
- 2) Within 8 business hours of delivery, the State will initially inspect to confirm that product has been delivered as ordered and that there are no signs of damage.
 - a. If this inspection reveals incorrect product or damage, the State will notify the Contractor of deficiencies immediately.
- 3) If the order passes the initial inspection, it will be conditionally accepted dependent on continued inspection as they are consumed by the business areas.

B. Continued Inspection. After the order has been conditionally accepted and the products are placed into stock, as each box is opened for use it will be inspected as to usability by the business area.

- 1) If at any time once in stock, until the products use, it is determined that a deficiency has been discovered the State will notify the Contractor within twenty-four hours to discuss the nature of the deficiency and work with the Contractor to either correct the deficiency by providing replacement stock or credit the State.

8.2. Damaged Goods, Defective Merchandise, Returns

A. Damaged Freight, Error in Shipment, Defective Items

- 1) The Contractor will pay and arrange for all shipping and handling charges for items returned because of freight damage, error in shipment or defective items.
- 2) Agencies will be credited the full amount of all items returned.
- 3) All credits will be made to the account codes used to purchase the returned items.
- 4) If the order had multiple account codes, the agency will instruct the Contractor to which code or codes the credit will be assigned.
- 5) The Contractor will issue credit within seven (7) calendar days once item has been returned to Contractor's in-state distribution warehouse.

Responding to 8.2.A. Damaged Freight, Error in Shipment, Defective Items, the Bidder will check only 1 box below, and identify exception(s)	
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Bidder must enter company name here

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.	
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)

B. **Credit and Return Policy.** Products may, if unused, be returned to Contractor for any reason, other than as stated in **Section 8.2.A.**, in accordance with the following policy:

- 1) The product must be returned to the Contractor with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.).
- 2) General office supplies must be returned within 30 days of receiving the product.
- 3) Software, if purchase is allowed, may only be exchanged or returned unopened, within 30 days of receiving the product
- 4) Custom products are not returnable unless damaged or defective within 30 days
- 5) Account will be credited when returned merchandise is received back into inventory.

Responding to 8.2.B. Credit and Return Policy, the Bidder will check only 1 box below, and identify exception(s)		
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.	
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)

8.3. Return Process.

Bidder must explain their Return Process in the box below:

9. Invoice and Payment

9.1. Invoice Requirements

- A. All invoices submitted to the State must be submitted with a summary sheet for the invoices included during any given frequency period.
- B. At least two Agencies within the State will require consolidated or alternate invoicing. The Contractor must be willing to work with those Agency to meet their needs.
- C. Frequency: Invoices may be required to be sent biweekly or monthly depending on the State Agency's requirements.
- D. Invoices will include:
 - 1) Date;
 - 2) Master Agreement Number
 - 3) Delivery Order Number (if any- dependent on type of order) or Contractor Assigned Order Number
 - 4) Ship To and Bill To Addresses
 - 5) Name of Authorized Purchaser
 - 6) Quantity;
 - 7) Description of the Contract Activities;
 - 8) Unit price;
 - 9) Shipping cost (only allowable as a line item on Special Order quoted products); and
 - 10) Total price.

Responding to 9.1. Invoice Requirements, the Bidder will check only 1 box below, and identify exception(s)

Bidder must enter company name here

	I have reviewed the above requirement and agree with no exception.	
	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)

9.2. Payment Methods

The State prefers to make payment for Contract activities via EFT or P-Card. If electronic payment fails, a paper warrant will be issued.

Responding to 9. Invoice and Payment, the Bidder will check only 1 box below, and identify exception(s)		
	I have reviewed the above requirement and agree with no exception.	
	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)

Bidder must confirm, in the space below, that their bank allows for EFT payments.		

10. Project Plan

Transition-In. The anticipated contract initiation date is December 1, 2018. The first six months of the contract will be devoted to transitioning into this contract. The “Go Live” date, which is the day that the State will begin making purchases under this contract, and the date on which the on-line purchasing platform will “go live” is June 1, 2019.

Bidder must include in the space below a preliminary Project Plan to Transition-in. Be sure the plan breaks down into a timeline format the sub-projects, tasks and resources required.		

11. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- A. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
- B. The State is entitled to collect \$1,000 per individual per day for an unapproved subcontractor replacement.

Notwithstanding the foregoing, reassignment or removal of Key Personnel for reasons beyond the Contractor’s control, including but not limited to illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause will not be deemed “unauthorized Removal of Key Personnel” and will not entitle the State to assess liquidated damages.

Responding to 11. Liquidated Damages, the Bidder will check only 1 box below, and identify exception(s)		
	I have reviewed the above requirement and agree with no exception.	
	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)

Bidder must enter company name here.

12. Additional Requirements

12.1. Recycled Content and Recyclability

- A. **Deliverables in General.** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials.
- B. **Paper.** To the extent available, a portion of the paper products purchased by the State must contain recycled paper if the cost of such paper products does not exceed by 10 percent the cost of non-recycled paper products.
 - 1) The statutory goals are that 50% of the paper purchased must contain 50% recycled fibers. (See MCL 18.1261b).
 - 2) During the contract, the contractor will research and offer recycled paper products as possible replacement options to assist in reaching these goals.
 - 3) DTMB requires that some paper be provided as “virgin” to process through the printers properly.

Bidder must describe, in the box provided below, what they can do to help the State meet these requirements and drive purchases to recycled content products.

- C. **Packaging.** The State prefers packaging materials that:
 - 1) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
 - 2) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
 - 3) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
 - 4) provide for a return program where packaging can be returned to a specific location for recycling; and
 - 5) contain materials that are easily recyclable in Michigan.

Bidder must describe, in the box provided below, what they can and/or have been doing to provide ecologically minded packaging solutions.

Bidder please describe, in the box provided below, any other recycling solutions or “green” programs you may be able to offer.

SCHEDULE B- CORE PRICING- STATE OF MICHIGAN- RFP Dept # 171, ID# 18000003077 - OFFICE SUPPLIES AND OFFICE RELATED PRC

Category	Item# by Category	Manufacturer SKU Number	Product Description	Unit of Measure	Quantity per Unit of Measure	Estimated Annual Usage per Unit	Contract Price per each Unit in Column F	Extended Annual Cost Per Item (Column H x Column G)
Binders and Binding Systems	1	23735/21684	1 IN WHITE BASIC BINDER	CT	12	245		\$ -
Binders and Binding Systems	2	34846	SHEET PROT STPLS HEAVYWT 200CT	BX	200	238		\$ -
Binders and Binding Systems	3	10525	STAPLES STD SHEET PROT-200CT	BX	200	198		\$ -
Binders and Binding Systems	4	23735/21684	1 IN WHITE SIMPLY VIEW BINDER	EA	1	1,272		\$ -
Binders and Binding Systems	5	23729/21686	1.5IN WHITE VIEW BINDER	EA	1	1,804		\$ -
Binders and Binding Systems	11	13399	1IN BLU BTR BINDER W VIEW WIN	EA	1	137		\$ -
Binders and Binding Systems	13	79-693	HEAVY DUTY VIEW BINDER 3IN BLK	EA	1	466		\$ -
Binders and Binding Systems	15	13372-CC	TWIN PKT LAM RC 10PK DBE	PK	10	92		\$ -
Binders and Binding Systems	16	10524	STAPLES STD SHEET PROT 100 CT	BX	100	244		\$ -
Binders and Binding Systems	17	10350	BINDER VIEW EASYOPEN 5IN WHITE	EA	1	80		\$ -
Binders and Binding Systems	18	9549/9548/9801	BINDER VS1140 VIEWSLRNG WHT	EA	1	172		\$ -
Binders and Binding Systems	21	13393-CC	2IN BLK BTR BINDER W VIEW WIN	EA	1	120		\$ -
Binders and Binding Systems	23	31866	STPLS HVY WT SHEET PROT 100CT	BX	100	238		\$ -
Binders and Binding Systems	25	10522-CC	STAPLES ECONO SHEET PROT 200CT	BX	200	69		\$ -
Binders and Binding Systems	26	17686/14985-CC	1IN VUSION RING BINDER BLACK	EA	1	288		\$ -
Binders and Binding Systems	27	26300	BINDER CLEARVUE D-RING 1IN WHT	EA	1	222		\$ -
Binders and Binding Systems	28	26310	BINDER CLEARVUE D-RING 1.5 WHT	EA	1	322		\$ -
Binders and Binding Systems	29	3200716	SBG HEAT SEAL LETTER POUCH	BX	100	30		\$ -
Binders and Binding Systems	30	52454	POUCH 3 MIL 100PK LETTER	PK	100	114		\$ -
Binders and Binding Systems	31	3745022	LAM LTR SIZE POUCH 100PK 3 MIL	BX	100	170		\$ -
Binders and Binding Systems	32	3747307	GBC SELF-ADHESV LTR SHTS 50 PK	PK	50	69		\$ -
Binders and Binding Systems	34	87000	WHITE QUICKFIT VIEW BINDER D	EA	1	673		\$ -
Binders and Binding Systems	35	87010	WHITE QUICKFIT D RING VIEW BIN	EA	1	2,441		\$ -
Binders and Binding Systems	35	87020	WHITE QUICKFIT VIEW BINDER	EA	1	1,494		\$ -
Binders and Binding Systems	36	87030	WHITE QUICKFIT VIEW BINDER 2IN	EA	1	114		\$ -
Binders and Binding Systems	37	87050	WHITE QUICKFIT VIEW BINDER 3IN	EA	1	116		\$ -
Binders and Binding Systems	38	87060	QUICKFIT BINDER 4IN WHITE	EA	1	365		\$ -
Binders and Binding Systems	39	88030	WHITE QUICKFIT VIEW BINDER 2IN	EA	1	62		\$ -
Binders and Binding Systems	40	23722/21689	2 IN BLACK BASIC BINDER	EA	1	773		\$ -
Binders and Binding Systems	41	26310	Cardinal xtra life view locking slant 1.5 we	EA	1	322		\$ -
Binders and Binding Systems	42	24673US	STPLS HD VIEW BINDER 1IN PUR	EA	1	107		\$ -
Calendars/Dated Goods	1	12951-17	RY18STAPLES DESKPAD 22X17	EA	1	6158		\$ -
Calendars/Dated Goods	2	70-035-05-17	2018 WKLY ATAGLNC POCKET 3X6	EA	1	52		\$ -
Calendars/Dated Goods	3	70-214-05-16	2018 ATAGLNC DAILY 24/7 8X11	EA	1	7		\$ -
Calendars/Dated Goods	4	70-260-05-17	2018 MNTH ATAGLNC APPT BK 9X11	EA	1	1882		\$ -
Calendars/Dated Goods	5	70-260G-05-17	2018 ATAGLNC MNTH RECY BK 9X11	EA	1	264		\$ -
Calendars/Dated Goods	6	70-260X-05-17	2018 ATAGLNC PROFBLACK MO 9X11	EA	1	28		\$ -
Calendars/Dated Goods	7	70-432-05-17	2018 AAG MNTH CROC PLNR 7X10	EA	1	44		\$ -
Calendars/Dated Goods	9	70-950-05-17	2018 ATAGLNC WKLY BLACK 8X11	EA	1	1130		\$ -
Calendars/Dated Goods	11	76-01-05-17	2018 WKLY ATAGLNC QN BLK 8X10	EA	1	81		\$ -
Calendars/Dated Goods	12	76-02-05-17	2018 WKLY ATAGLNC QCKNOTES 5X8	EA	1	277		\$ -

Calendars/Dated Goods	13	76-04-05-17	2018 AAG QN DLY PLNR 4 7/8 X 8	EA	1	33	\$	-
Calendars/Dated Goods	14	76-06-05-17	2018 MNTH ATAGLNC QCKNOTE 8X11	EA	1	253	\$	-
Calendars/Dated Goods	15	76-950-05-17	2018 WKLY ATAGLNC QCKNOTE 8X11	EA	1	123	\$	-
Calendars/Dated Goods	16	76-PN06-05-17	2018 ATAGLNC QUIKNT MNTH 8X11	EA	1	60	\$	-
Calendars/Dated Goods	17	DMW201-28-17	18 AAG MTH SCENIC WALL 16X23	EA	1	169	\$	-
Calendars/Dated Goods	18	E517-50-17	2018 AAG QN DLY CAL 3 1/2 X 6	EA	1	90	\$	-
Calendars/Dated Goods	19	E717-50	2018 DAILY ATAGLNC REFILL 3X6	EA	1	498	\$	-
Calendars/Dated Goods	20	E717T-50-17	2018 DAILY ATAGLNC TABREFL 3X6	EA	1	148	\$	-
Calendars/Dated Goods	21	G100-00-17	2018 DAYMNR DAILY APPT BK 5X8	EA	1	234	\$	-
Calendars/Dated Goods	22	G200-00-17	2018 DAYMNR WKLY PLNR BLK 5X8	EA	1	444	\$	-
Calendars/Dated Goods	23	G210-00-17	2018 DAYMNR DAILY APPT BK 5X8	EA	1	723	\$	-
Calendars/Dated Goods	24	G210H-00-17	2018 DAYMNR WKLY HRDCOVER 5X8	EA	1	123	\$	-
Calendars/Dated Goods	25	G250-00-17	2018 DAYMNR WKLY 4X6	EA	1	453	\$	-
Calendars/Dated Goods	26	G400-00-17	2018 MNTH DAYMNR 7X9	EA	1	747	\$	-
Calendars/Dated Goods	27	G450-00-17	2018 MNTH DAYMNR POCKET 3X6	EA	1	38	\$	-
Calendars/Dated Goods	28	G470-00-17	2018 DAYMNR MNTH BLACK 8X12	EA	1	780	\$	-
Calendars/Dated Goods	29	G470H-00-17	2018 DAYMNR MNTH HARDCVR 8X12	EA	1	256	\$	-
Calendars/Dated Goods	30	G520-00-17	2018 DAYMNR WKLY BLACK 8X11	EA	1	420	\$	-
Calendars/Dated Goods	31	G520H-00-17	2018 DAYMNR WKLY HARDCVR 8X11	EA	1	139	\$	-
Calendars/Dated Goods	32	G535-00-17	2018 DAYMNR WKLY BUS PLNR 6X9	EA	1	65	\$	-
Calendars/Dated Goods	33	G590-00-17	2018 DAYMNR WKLY BLACK 7X9	EA	1	531	\$	-
Calendars/Dated Goods	34	GG2500-00	2018 MNTH ATAGLNC DESKPD 22X17	EA	1	3020	\$	-
Calendars/Dated Goods	35	K1-00-17	2018 DAILY ATAGLNC TODAYIS 6X9	EA	1	62	\$	-
Calendars/Dated Goods	36	K4-00-17	18 AAG DLY TODAY IS WALL 9X12	EA	1	11	\$	-
Calendars/Dated Goods	37	K4-50-17	18 AAG DLY TODAY IS WALLRFL8X8	EA	1	83	\$	-
Calendars/Dated Goods	38	PM11-28-17	18 PLANAMTH MTH WAL 12X27	EA	1	239	\$	-
Calendars/Dated Goods	39	PM12-28-17	18 AAG YR PLNMO WALL 24X36	EA	1	191	\$	-
Calendars/Dated Goods	40	PM14-28-17	2018AAG 3-MNTH REF WALL 23X12	EA	1	55	\$	-
Calendars/Dated Goods	41	PM2-28-17	2018 AAG MTH PLNMO WAL 12X17	EA	1	5079	\$	-
Calendars/Dated Goods	42	PM3-28	18 AAG MTH PLNMO WAL 17X22	EA	1	1567	\$	-
Calendars/Dated Goods	43	PM4-28-17	2018 AAG MNTH PLNMO WAL 20X30	EA	1	3819	\$	-
Calendars/Dated Goods	44	PM6-28-17	2018 AAG PLAN A MONTH 15 X 22	EA	1	169	\$	-
Calendars/Dated Goods	45	PM8-28-17	2018 ATAGLNC MNTH WALL 15X12	EA	1	346	\$	-
Calendars/Dated Goods	46	SD374-13-17	2018 STND DIARY BUS DAILY 7X10	EA	1	16	\$	-
Calendars/Dated Goods	47	SD376-13-17	2018 STND DIARY BUS DAILY 7X12	EA	1	15	\$	-
Calendars/Dated Goods	48	SD387-13-17	2018 STND DIARY JOURNAL 5X71/2	EA	1	23	\$	-
Calendars/Dated Goods	49	SD389-13-17	2018 STND DIARY DAY 53/4X81/4	EA	1	114	\$	-
Calendars/Dated Goods	50	SK1170-00-17	18 AAG MTH BLK DSKPD 22 X 17	EA	1	59	\$	-
Calendars/Dated Goods	51	SK14-00-17	2018 AAG DESKPAD 17 3/4X10 7/8	EA	1	193	\$	-
Calendars/Dated Goods	52	SK2-00-17	2018 DAYMNR MTH BLACK 8X11	EA	1	225	\$	-
Calendars/Dated Goods	53	SK32G-00-17	18 AAG MTH RECYC DKPD 22X17	EA	1	318	\$	-
Calendars/Dated Goods	54	SK44-00-17	2018 DAYMNR DAILY APPT BK 5X8	EA	1	520	\$	-
Calendars/Dated Goods	55	SW200-00-17	2018 MNTH ATAGLNC DESKPD 22X17	EA	1	80	\$	-
Calendars/Dated Goods	57	A66300R	CANVAS TUFF RECORD BOOK 300 PG	EA	1	51	\$	-
Calendars/Dated Goods	58	1295118	2018 AAG MNTH DESKPAD 22X17	EA	1	106	\$	-
Converted Paper Products	1	S33YR12	STICKIES 3X3 REC YLW12PK	DZ	12	2,995	\$	-
Converted Paper Products	2	17763-CC	STICKIES 3X3 BRIGHT 12PK	DZ	12	583	\$	-
Converted Paper Products	4	14110	SPLS FLGS W/DISP 1 RED 100CT	PK	100	446	\$	-
Converted Paper Products	5	14111	SPLS FLGS W/DISP 1IN YLW 100CT	PK	100	337	\$	-
Converted Paper Products	6	S-46YR5	STICKIES 4X6 REC LND YLW 5PK	PK	5	2,625	\$	-
Converted Paper Products	7	S-33-YW-18	SIMPLY NOTES 3X3 YELLOW 18PK	PK	18	460	\$	-
Converted Paper Products	8	S152YR12	STICKIES 1.5X2 REC YLW 12PK	DZ	12	2,116	\$	-

Converted Paper Products	9	17766/535YR12	STICKIES 3X5 REC YLW 12PK	DZ	12	1,606		\$	-
Converted Paper Products	10	630-6PK	POST-IT NOTES RULED 3X3 YW	PK	6	108		\$	-
Converted Paper Products	11	65324APVAD	POST-IT 1.5X2 PASTEL 24	PK	24	386		\$	-
Converted Paper Products	12	65324VADB	POST-IT 1.5X2 YELLOW 24PK	PK	24	641		\$	-
Converted Paper Products	13	653AN	POST-IT 1.5X2 NEON 12PK	PK	12	228		\$	-
Converted Paper Products	15	65412SSCY	POST-IT SUPER STICKY NOTES	PK	12	1,656		\$	-
Converted Paper Products	17	65414AU	POST-IT 3X3 ULTRA NOTES	PK	14	116		\$	-
Converted Paper Products	21	654R24CPAP	POST-IT 3X3 SUNW PIER 24	PK	24	297		\$	-
Converted Paper Products	23	654-12YW	POST-IT 3X3 CNRY 12PK	DZ	12	232		\$	-
Converted Paper Products	24	65512SSCY	3X5 CANARY SUPER STICKY 12/PK	PK	12	433		\$	-
Converted Paper Products	25	655-5PK	POST-IT 3X5 NEON 5PK	PK	5	79		\$	-
Converted Paper Products	26	655AST	NOTES 3X5 5PK ASST PASTEL	PK	5	350		\$	-
Converted Paper Products	27	659-YW	NOTE POST-IT 4X6 YELLOW	PK	12	50		\$	-
Converted Paper Products	28	6605PKAST	NOTES 4X6 LINED 5PK ASSTPASTEL	PK	5	391		\$	-
Converted Paper Products	29	6605SSCY	POST-IT 4X6 S.S.CNRY LINED 5PK	PK	5	815		\$	-
Converted Paper Products	30	660RPYW	RECYLED POST-IT NOTES 4X6	PK	12	68		\$	-
Converted Paper Products	32	660YW	NOTE POST-IT 4X6 RULED YELLOW	PK	12	151		\$	-
Converted Paper Products	34	675-6SSCY	POST-IT 4X4 SS LND CNRY 6P	PK	6	71		\$	-
Converted Paper Products	35	6756SSNRP	POSTIT 4X4 SSFRMR MKTE 6PK	PK	6	181		\$	-
Converted Paper Products	36	6756SSUC	POST-IT 4X4 SS LND JWV POP 6PK	PK	6	306		\$	-
Converted Paper Products	37	680PPBGVA	POST-IT(R) FLAGS	PK	200	120		\$	-
Converted Paper Products	38	680RD212PK	POST-IT 1IN FLAGS RED 12PK	BX	600	66		\$	-
Converted Paper Products	38	680RYBGVA	POST-IT(R) FLAGS	PK	200	244		\$	-
Converted Paper Products	40	680SH12	TAPE FLAG SGN HERE POSTIT 12PK	BX	600	27		\$	-
Converted Paper Products	41	680SH4VA	POST-IT 1INSIGNHERE PKW/ARROWS	PK	248	136		\$	-
Converted Paper Products	42	680YW212PK	POST-IT 1IN FLAGS YELLOW 12PK	BX	600	85		\$	-
Converted Paper Products	43	680-YW2	POST-IT 1INCH YELLOW FLAGS 2PK	PK	100	195		\$	-
Converted Paper Products	44	6834AB	POST-IT 1/2 FLAG BRIGHTS 4PK	PK	140	554		\$	-
Converted Paper Products	45	6835CB	POST-IT FLAGS MINI .47X1.7 AST	PK	100	255		\$	-
Converted Paper Products	46	683VAD1	POSTIT 1/2FLAGS AST CLRS 248PK	PK	280	314		\$	-
Converted Paper Products	47	684SH	POST-IT .5IN SIGN HERE AST 4PK	PK	120	385		\$	-
Converted Paper Products	48	686PGO	POST-IT 1IN DUR TAB P/G/O 66PK	PK	66	144		\$	-
Converted Paper Products	49	R330144B	POST IT POP UP NOTES MIXED P	PK	18	46		\$	-
Converted Paper Products	51	17185	#3 COIN ENV BRN KRFT 24# 500CT	BX	500	247		\$	-
Converted Paper Products	52	381912/19804	ENVELOPE EZCLS #10 -500	BX	500	387		\$	-
Converted Paper Products	53	472902/19273	CLASP ENV BRN KRAFT 12X15 -100	BX	100	33		\$	-
Converted Paper Products	54	534776/17084	ENV CAT BRWN KRFT 11.5X14.5	BX	100	101		\$	-
Converted Paper Products	55	381944/17027	ENV 6X9 BROWN GUM 24# 500CT	BX	500	159		\$	-
Converted Paper Products	56	534701/17096	ENV CAT BRWN KRFT 6.5X9.5 100C	BX	100	329		\$	-
Converted Paper Products	57	486940/17032	ENVELOPE GUMMED 9X12 KRAFT	BX	250	402		\$	-
Converted Paper Products	58	486946/17033	ENVELOPE GUMMED 10X13 KRAFT	BX	250	78		\$	-
Converted Paper Products	59	391542/17208	ENV INTEROFF RESEALABLE 10X13	BX	100	69		\$	-
Converted Paper Products	60	486931/14245	ENVELOPE SELF SEAL 9X12 KRAFT	BX	250	610		\$	-
Converted Paper Products	61	486933/14247	ENVELOPE SELF SEAL 10X13 KRAFT	BX	250	375		\$	-
Converted Paper Products	62	486949/17039	ENVELOPE GUMMED 28# 9X12 WHITE	BX	250	186		\$	-
Converted Paper Products	63	187013/19257	ENVELOPE GUM #10 -500	BX	500	781		\$	-
Converted Paper Products	64	121632/19529	ENV WINDOW GUM #10 -500	BX	500	222		\$	-
Converted Paper Products	65	12257	CD ENVELOPE WINDOW WHT -50	BX	50	1,351		\$	-
Converted Paper Products	66	27226-CC	MAILER BUBBLE 12.5X18 ID #6	EA	1	402		\$	-
Converted Paper Products	67	QUA43367	ENVL 6.5X9.5 KRAFT BOX	BX	100	128		\$	-
Converted Paper Products	68	QUA43567	ENVL CATALOG 28# 9X12 KRAFT 10	BX	100	93		\$	-
Converted Paper Products	69	534818/19022	10X13 SLF SEAL BRWN ENV 100CT	BX	100	56		\$	-

Converted Paper Products	70	534826/17102	BRWN KRFT SS ENV 12X15.5 100CT	BX	100	114	\$	-
Converted Paper Products	71	23447	RESTICKABLE EASEL PAD 25X30	CT	2	278	\$	-
Converted Paper Products	72	11491	STPLS 5 TOPBND MEMOBK 3X5 75CR	PK	5	872	\$	-
Converted Paper Products	73	17639	BAGASSE EASEL PAD 34X27 PLAIN	CT	4	60	\$	-
Converted Paper Products	74	23642/26784	STPLS PERF PAD JR LGL 12PK WH	DZ	12	787	\$	-
Converted Paper Products	75	18583	STENO BOOK GREEN 6X9 12 COUNT	DZ	12	2,095	\$	-
Converted Paper Products	76	26839	STAPLES PAD PERF LTR CAN 12	DZ	12	566	\$	-
Converted Paper Products	77	23643/26785	PADS WDE RULE 8.5X11.75 12PK	DZ	12	4,948	\$	-
Converted Paper Products	78	26786	PERF LEGAL PAD 8.5X14 WHT	DZ	12	121	\$	-
Converted Paper Products	79	18584	STENO BOOK WHITE 6X9 12102	DZ	12	582	\$	-
Converted Paper Products	80	18590STP	100% RECYCLED PADS WHITE 12PK	DZ	12	86	\$	-
Converted Paper Products	81	25286	STENO BOOK 6X9 BLE	EA	1	619	\$	-
Converted Paper Products	82	SC1154-2D	PHONE MESSAGE BK 2PK	PK	2	310	\$	-
Converted Paper Products	84	559	EASEL POST-IT SELF ADHESVE 2PK	PK	2	151	\$	-
Converted Paper Products	86	559RPVAD6	EASEL PAD RCYCL 25X30 WHITE 6P	PK	6	36	\$	-
Converted Paper Products	87	559-VAD-6PK	EASEL PAD POST-IT 25X30 6/PK	PK	6	65	\$	-
Converted Paper Products	88	560VAD4PK	POST IT EASEL PAD BLUE GRID 4/	PK	4	21	\$	-
Converted Paper Products	89	563	POST-IT TABLE TOP EASEL PD WHT	EA	1	63	\$	-
Converted Paper Products	90	566	POST-IT SELF-STICK WALL PAD	PK	2	77	\$	-
Converted Paper Products	91	18589STP	BETTER PERF PAD 8.5X11 WTE NAR	DZ	12	284	\$	-
Converted Paper Products	92	63828	PLANNER 6.75X8.5 100SH	EA	1	71	\$	-
Converted Paper Products	93	66-300R	BOOK RECORD 300 12.5X7.75	EA	1	366	\$	-
Converted Paper Products	96	18842/26512	RECORD BK 12.2X7.2 300 PG BLK	EA	1	886	\$	-
Converted Paper Products	97	18658/26510	RECORD BOOK 300 PGS BLK	EA	1	383	\$	-
Converted Paper Products	98	57131	RECORD BOOK 14.3X8.75 BLK	EA	1	222	\$	-
Converted Paper Products	99	51114	PAD FOLLOW UP VM LOG BOOK	EA	1	522	\$	-
Converted Paper Products	101	18237-CC	2 1/4INX130 ADDING MACHINE RLS	DZ	12	293	\$	-
Converted Paper Products	102	18306-CC	ADD ROLL 1RL 3X150	RL	1	2,563	\$	-
Copy Paper	1	112350/1542	STAPLES 8.5X11 30% REC COPY RM	RM	500	5,260	\$	-
Copy Paper	2	112350/461757	SPLS 8.5X11 30% REC COPY CS	CT	5000	12,108	\$	-
Copy Paper	3	112380	SPLS 30% REC 8.5X14 20/84 CS	CT	5000	11	\$	-
Copy Paper	4	112390	SPLS 11X17 30% REC COPY RM	RM	500	13	\$	-
Copy Paper	5	190450	SPLS 11X17 COPY CS	CT	2500	417	\$	-
Copy Paper	6	620014 US/CC	SPLS 8.5X11 100% REC COPY CS	CT	5000	259	\$	-
Copy Paper	7	513096-BL	SPLS 8.5X11 MULTIUSE 20/96 CS	CT	5000	8,347	\$	-
Copy Paper	8	513099-WH	SPLS 8.5X11 MULTI 20/96 RM	RM	500	128	\$	-
Copy Paper	9	22098	SPLS 8.5X11 BRT MULTI 22/98 CS	CT	5000	167	\$	-
Copy Paper	10	324791	STAPLES 8.5X11 COPY CS	CT	5000	17,478	\$	-
Copy Paper	11	135855/135855WH	STAPLES 8.5X11 COPY RM	RM	500	12,952	\$	-
Copy Paper	12	221192	STAPLES 8.5X11 3HOLE COPY CS	CT	5000	109	\$	-
Copy Paper	13	324791	8.5X11 COPY PAPER CS IP	PL	200000	173	\$	-
Copy Paper	14	127035/08635-0	SPLS 8.5X14 COPY RM	RM	500	751	\$	-
Copy Paper	15	221193	SPLS 8.5X14 COPY CS	CT	5000	363	\$	-
Copy Paper	16	190450	SPLS 11X17 COPY RM	RM	500	195	\$	-
Copy Paper	17	49701	8.5X11 WHITE CARD STOCK 250	PK	250	265	\$	-
Copy Paper	18	3R02047	XEROX 8.5X11 COPY/PRINT CS	CT	5000	186	\$	-
Copy Paper	19	82991	STAPLES WHITE COVER STOCK	PK	250	180	\$	-
Copy Paper	20	86059	SPLS 8.5X11 50%REC MULTI 24#RM	RM	500	30	\$	-
Copy Paper	21	14782	PASTELS 8.5X11 LILAC PAPER RM	RM	500	285	\$	-
Copy Paper	22	14786	PASTELS 8.5X11 BLUE PAPER RM	RM	500	1,385	\$	-
Copy Paper	23	14789	PASTELS 8.5X11 CREAM PAPER RM	RM	500	451	\$	-
Copy Paper	24	14787	PASTELS 8.5X11 CANARY PAPER RM	RM	500	1,587	\$	-

Copy Paper	25	14781	PASTELS 8.5X11 GREEN PAPER RM	RM	500	1,630		\$	-
Copy Paper	26	14788	PASTELS 8.5X11 GOLD PAPER RM	RM	500	1,011		\$	-
Copy Paper	27	14779	PASTELS 8.5X11 PINK PAPER RM	RM	500	3,825		\$	-
Copy Paper	28	14783	PASTELS 8.5X11 SALMON PAPER RM	RM	500	258		\$	-
Copy Paper	29	20110	SPLS BRIGHTS 8.5X11 PURPLE RM	RM	500	125		\$	-
Copy Paper	30	20102	BRIGHTS 8.5X11 YELLOW RM	RM	500	139		\$	-
Copy Paper	31	20101	BRIGHTS 8.5X11 BLUE RM	RM	500	128		\$	-
Copy Paper	32	20105	BRIGHTS 8.5X11 GREEN RM	RM	500	740		\$	-
Copy Paper	33	22581/21588	ASTROBRIGHT GREEN 8.5X11	RM	500	108		\$	-
Copy Paper	34	22651/21658	ASTRO 8.5X11 COSMIC ORANGE RM	RM	500	82		\$	-
Copy Paper	35	86059	SPLS 8.5X11 50%REC MULTI 24#CS	CT	5000	50		\$	-
Copy Paper	36	20587	STAPLES COPY QUICKPACK2500	CT	2500	304		\$	-
Copy Paper	37	CASMP2201PKN	PAPER BOND PKN8.5X11 20#	RM	500	244		\$	-
Copy Paper	38	CASMP2201GS	PAPER FRWX 8.5X11 20 GN	RM	500	68		\$	-
Facilities Breakroom	1	2717201	SPARKLE 2PLY PERFORATED TOWEL	CT	30	169		\$	-
Facilities Breakroom	2	5342DX	PERFECT TOUCH 12 OZ HOT 500CT	CT	500	68		\$	-
Facilities Breakroom	4	4711	BAND AID VARIETY PAK 280BX	BX	280	145		\$	-
Facilities Breakroom	5	CWNC0023DB	MAT HVY-DTY ANTI-FTG 2X3 BLACK	EA	1	51		\$	-
Facilities Chemical	1	15949	CLOROX DISINF WIPE FRESH 75CT	EA	1	5,010		\$	-
Facilities Chemical	2	15948	CLOROX DISINF WIPE LEMON 75CT	EA	1	2,316		\$	-
Facilities Chemical	3	PSCP077072	SANI-CLOTH PLUS WIPES	EA	160	199		\$	-
Facilities Chemical	4	8475238	DIAL BASIC HYPO HND SOAP 1GAL	EA	1	192		\$	-
Facilities Equipment	1	HWL50250	AIR CLEANER PURIFIER HERP ROUN	EA	1	7		\$	-
Facilities Equipment	2	HWL7300/7200	Honeywell energy smart cool touch heater	EA	1	45		\$	-
Facilities Paper	1	25190	C-FOLD TOWELS WHITE 1-PLY	CT	2400	270		\$	-
Facilities Paper	2	01804	SCOTT HAND TOWELS MULTI-FOLD	CT	4000	195		\$	-
Facilities Paper	3	01980	TOWELS 1-PLY 175 SHEETS/SLEEVE	CT	4375	27		\$	-
Facilities Paper	4	02046	MULTI-FOLD HAND TOWELS	CT	1200	69		\$	-
Facilities Paper	5	20603	TOWEL CFOLD 2400/CT WE	CT	2400	543		\$	-
Facilities Paper	6	04460	KC SCOT 2-PLY TP 80RL 550SH	CT	80	29		\$	-
Facilities Paper	7	12798	TISSUE 2PLY BATH JMBRL WE 8PK	CT	8	103		\$	-
Facilities Paper	9	01510	TOWEL C FOLD 17900151	CT	2400	127		\$	-
Facilities Paper	10	16560	ANGEL SFT ULT 2PLY BATH TISSUE	CT	60	81		\$	-
Facilities Paper	11	16840/16640	ANGEL SOFT DISP CS BATH TISSUE	CT	40	140		\$	-
Facilities Paper	12	16880	ANGEL SOFT TOILET TISSUE	CT	80	420		\$	-
Facilities Paper	13	17713	KLEENEX COTTENELLE BATH TISSU	CT	60	32		\$	-
Facilities Paper	14	GEP20204	PAPER TOWEL MULTIFOLD 250/PK	CT	4000	299		\$	-
Facilities Paper	15	21000	TOWELS MULTIFOLD PREF ULT 2PLY	CT	2000	270		\$	-
Facilities Paper	16	21826/33603	BRIGHTON PROF FACIAL TISSUE	PK	6	192		\$	-
Facilities Paper	17	21271	TISSUE FACIAL BOUTIQ 6/PK	PK	6	430		\$	-
Facilities Paper	18	21272	NATURALS BOUTIQUE* FACAIL TISS	CT	36	19		\$	-
Facilities Paper	19	21400CT	TISSUE FACIAL KLEENEX 2PLY	CT	36	167		\$	-
Facilities Paper	20	21601	NATURALS FACIAL TISSUE	CT	48	14		\$	-
Facilities Paper	21	23000	TOWEL CFOLD PREF1440CT WE	CT	1440	611		\$	-
Facilities Paper	22	23304	TOWEL MULTIFLD 4000/CT NL	CT	4000	525		\$	-
Facilities Paper	23	25836	KLEENEX ANTIVIRAL TISSUE 27/CT	CT	27	61		\$	-
Facilities Paper	24	26401	TOWEL NON-PERF 350 RL NL	CT	12	29		\$	-
Facilities Paper	25	28124	TOWEL PAPER CENTER PULL WE	CT	6	72		\$	-
Facilities Paper	26	GEP33587	PPR TOWEL BIG FOLD 10.25X11 WE	CT	2200	137		\$	-
Facilities Paper	27	BPR26212/410019	BRIGHTON PROF BT 96 RL	CT	96	343		\$	-
Facilities Paper	28	BWK6220	TOWEL CFOLD 12/200 WH	CT	2400	23		\$	-
Facilities Paper	29	75260	SCOTT RAGS IN A BOX 200CT	BX	200	70		\$	-

Facilities Soap	1	DIA06047	DIAL BASIC HAND SOAP 128OZ	CT	4	38		\$	-
Facilities Soap	2	9552-12	SANITIZER PURELL MTHPY WE	EA	1	1,235		\$	-
Facilities Soap	3	DIA06028	DIAL BASIC LIQUID SOAP 7.5 OZ	EA	1	433		\$	-
Facilities Supplies	1	FG295673BLUE	DESKSIDE RECYCLING CONTAINER	EA	1	489		\$	-
Facilities Supplies	2	NMD200	EXAM GLOVE NTRL PFREE MD 100BX	BX	100	171		\$	-
Filing and Record Storage	1	17AS	STPLS OPEN TOP FLE AZ BRN LTR	EA	1	74		\$	-
Filing and Record Storage	2	440373-S	JACKET FILE DT 2 EXP LTR MA	BX	50	317		\$	-
Filing and Record Storage	3	293050	LTR SIZE FLAT JACKET 100PK	BX	100	111		\$	-
Filing and Record Storage	5	440374	JACKET FILE DT 2 EXP LGL MA	BX	50	69		\$	-
Filing and Record Storage	6	831099	3TAB FAST LTR MAN 50	BX	50	240		\$	-
Filing and Record Storage	7	15444S	7 INCH EXP POCKET LTR 5 PAK	BX	5	137		\$	-
Filing and Record Storage	8	18347	TT FLDR FSTN 1/3 2	BX	25	62		\$	-
Filing and Record Storage	9	1524EYELSB	FILE PCKT TOPTAB LTR 3.5EX YEL	BX	25	27		\$	-
Filing and Record Storage	10	246850	100% REC 3TAB FLDR LTR MAN 100	BX	100	50		\$	-
Filing and Record Storage	11	1536GS	LGL 5.25 EXP. POCKETS 10PK	BX	10	77		\$	-
Filing and Record Storage	12	1524EBLUSB	FILE POCKT LTR 3 1/2 BLU 25 PK	BX	25	20		\$	-
Filing and Record Storage	13	C1534GSB	FILE PCKT TOPTB TY LTR 5.25 BN	BX	10	111		\$	-
Filing and Record Storage	14	1524ES	FILE PKT 3.5IN LTR KRAFT 25	BX	25	484		\$	-
Filing and Record Storage	15	1514CS	LTR 1 3/4 EXP PKT 25PK	BX	25	118		\$	-
Filing and Record Storage	16	1534G10S	5.25IN FILE PCKT LTR BRN 10	BX	10	1,405		\$	-
Filing and Record Storage	17	PU61REDSB	FOLDER CLASS 2 DIV LTR RED	BX	20	486		\$	-
Filing and Record Storage	18	98756SB	FOLDER CLASS 3 DIV LTR RED	BX	20	122		\$	-
Filing and Record Storage	19	98743SB	FOLDER CLASS 2 DIV LTR LT BLUE	BX	20	31		\$	-
Filing and Record Storage	20	PU61MDREDSB	CLASS FLDR LTR 2DIV RED WTR	BX	10	29		\$	-
Filing and Record Storage	21	1073GS	10PK 5.25 EXP. LTR. WALLET	BX	10	130		\$	-
Filing and Record Storage	22	61542S	PRSRD FLDR W/FAST 2IN EXP LTR	BX	25	63		\$	-
Filing and Record Storage	23	119255	FILE JACKETS LEGAL OT	BX	50	103		\$	-
Filing and Record Storage	24	1053ES	10PK 3.5 EXP. LTR. WALLET	BX	10	181		\$	-
Filing and Record Storage	25	PU61MDBLSB	CLASS FLDR LTR 2DIV DK BLU WTR	BX	10	52		\$	-
Filing and Record Storage	26	PU61MDGRESB	CLASS FLDR LTR 2DIV DK GRN WTR	BX	10	20		\$	-
Filing and Record Storage	28	508804	FOLDER SNGL TOP LTR 1/3 AST	BX	100	160		\$	-
Filing and Record Storage	29	224527	3TAB FLDR LTR BLU 100	BX	100	220		\$	-
Filing and Record Storage	30	508952	FOLDR DBLE TOP LTR 1/3 PINK	BX	100	18		\$	-
Filing and Record Storage	31	433680	ORANGE LTR SIZE FOLDERS	BX	100	150		\$	-
Filing and Record Storage	32	433664	GRAY LTR SIZE FOLDERS	BX	100	36		\$	-
Filing and Record Storage	33	116855	2TAB FLDR LTR MAN 100	BX	100	58		\$	-
Filing and Record Storage	34	875429	3TAB FLDR LTR ASST 100	BX	100	372		\$	-
Filing and Record Storage	35	116939	FOLDER 1/2CUT LGL MANILA 100	BX	100	55		\$	-
Filing and Record Storage	36	116749	3TAB FLDR LEFT LTR MAN 100	BX	100	55		\$	-
Filing and Record Storage	38	75425	JACKET SLASH FILE LTR AST	PK	25	59		\$	-
Filing and Record Storage	39	606806	3TAB FLDR REINFRCD LTR MAN 100	BX	100	528		\$	-
Filing and Record Storage	41	18345	FOLDER FASTENR ENDTAB LTR RD	BX	50	51		\$	-
Filing and Record Storage	42	116723	SINGLE TAB FLDR LTR MAN 100	BX	100	67		\$	-
Filing and Record Storage	43	116657	3-TAB FLDR LTR MANILA 100	BX	100	5,702		\$	-
Filing and Record Storage	44	116699	5TAB FLDR LTR MAN 100	BX	100	291		\$	-
Filing and Record Storage	45	163360	3TAB FLDR LGL MAN 100	BX	100	174		\$	-
Filing and Record Storage	46	224519	3TAB FLDR LTR RED 100	BX	100	214		\$	-
Filing and Record Storage	47	224535	3TAB FLDR LTR YEL 100	BX	100	158		\$	-
Filing and Record Storage	48	224543	3TAB FLDR LTR GRN 100	BX	100	218		\$	-
Filing and Record Storage	49	535559	3TAB FLDR LTR PUR 100	BX	100	191		\$	-
Filing and Record Storage	50	16101	BLACK & WHITE FILE FOLDER	PK	50	177		\$	-
Filing and Record Storage	51	68044-S	POLYCOLORS 13 POCKET BLUE	EA	1	250		\$	-

Filing and Record Storage	53	10338	FOLDR ANTIMICROBIAL 1/3 LTR MA	BX	100	31		\$	-
Filing and Record Storage	55	23634/40801	3X5 RULED INDCRD 500	PK	500	414		\$	-
Filing and Record Storage	56	05305	TENT CARDS EMBSD DUAL WHT 100	BX	100	117		\$	-
Filing and Record Storage	57	05309	LASER TENT CRD LARGE 50PK 1UP	BX	50	303		\$	-
Filing and Record Storage	58	05371	BUS-CARD LASER WHITE 250	PK	250	157		\$	-
Filing and Record Storage	59	05874	AVERY CLEAN EDGE 2-SIDED BC	PK	1000	15		\$	-
Filing and Record Storage	60	05911	BUSINESS CARDS AVERY 5911 WHIT	BX	2500	135		\$	-
Filing and Record Storage	62	10243	FOLDERS INTERIOR 1/3 BLACK LET	BX	100	16		\$	-
Filing and Record Storage	63	521229	FOLDER HGING STRAIGHT LTR GN	BX	25	158		\$	-
Filing and Record Storage	64	116806	3TAB HANG FLDR LTR STDGRN 25	BX	25	424		\$	-
Filing and Record Storage	65	116764	5TAB HANG FLDR LTR STDGRN 25	BX	25	455		\$	-
Filing and Record Storage	66	43T CLE	SPLS 3.5IN TABS+INSRTS CLR 25	PK	25	300		\$	-
Filing and Record Storage	67	163501	5TAB HANG FLDR LTR BLU 25	BX	25	147		\$	-
Filing and Record Storage	68	163535	5TAB HANG FLDR LTR RED 25	BX	25	64		\$	-
Filing and Record Storage	70	163527	LETTER SZ GRN HANGING FOLDERS	BX	25	47		\$	-
Filing and Record Storage	71	875411	5TAB HANG FLDR LTR ASST 25	BX	25	156		\$	-
Filing and Record Storage	72	23013	DECO FLEX BLACK	EA	1	305		\$	-
Filing and Record Storage	73	415215	1/5-TAB PENDAFLEX LETTER SIZE	BX	25	117		\$	-
Filing and Record Storage	76	4152X2	FLDR HGING BOX BOTM LET 2 EXP	BX	25	99		\$	-
Filing and Record Storage	77	4152X3	FLDR HGING BOX BOTM LTR 3 EXP	BX	25	58		\$	-
Filing and Record Storage	78	4152X4	PENDAFLEX BOX BOTTOM 4IN GRN	BX	25	36		\$	-
Filing and Record Storage	79	59202	FLDR HGING BOX BTM LTR 2EX BLE	BX	25	25		\$	-
Filing and Record Storage	80	59203	FLDR HGING BOX BTM LTR 3EX BLE	BX	25	66		\$	-
Filing and Record Storage	82	613395	SPLS ENDTAB LETTER REINF TAB	BX	250	128		\$	-
Filing and Record Storage	83	613393	SPLS ENDTAB LETTER SINGLE PLY	BX	250	48		\$	-
Filing and Record Storage	84	26785	C/FLDR ET LTR ST 2-DIV GN	BX	10	416		\$	-
Filing and Record Storage	86	75124	FILE PCKT ENDTAB LTR 3.5 MA	BX	25	83		\$	-
Filing and Record Storage	87	76124	FILE PCKT ENDTAB LGL 3.5 MA	BX	25	13		\$	-
Filing and Record Storage	89	73681	FILE PCKT ENDTB LTR 3.5EXP DBN	BX	10	83		\$	-
Filing and Record Storage	90	73691	FILE PKT ENDTB LTR 5.25EXP DBN	BX	10	237		\$	-
Filing and Record Storage	91	11035	FOLDER FILE ENDTAB LAM LTR MAN	BX	100	125		\$	-
Filing and Record Storage	92	16625	FOLDERS TOP TAB EXP LETTER	BX	50	63		\$	-
Filing and Record Storage	93	16640	FOLDERS CONVERSION MANILA	BX	100	67		\$	-
Filing and Record Storage	94	ESS62714	FLDR FILE MICROBEGRD 2FS	BX	50	219		\$	-
Filing and Record Storage	95	25510	FOLDER ENDTAB STRGHT LTR OG	BX	100	133		\$	-
Filing and Record Storage	96	25710	END TAB RED FOLDER 100 CT LTR	BX	100	47		\$	-
Filing and Record Storage	98	13366-CC	2 POCKET PORT ASSORTED 10 PK	PK	10	165		\$	-
Filing and Record Storage	100	13387-CC	2 PKT PORT W/FAST BLUE 10PK	PK	10	457		\$	-
Filing and Record Storage	101	13389-CC	2PKT PORT W/FAST LT BLUE 10PK	PK	10	277		\$	-
Filing and Record Storage	102	13390-CC	2 PKT PORT W/FAST RED 10PK	PK	10	143		\$	-
Filing and Record Storage	103	57557	PORTFOLIO POCKET TWN LTR BY	BX	25	367		\$	-
Filing and Record Storage	104	13381-CC	2 POCKET PORT LT BLUE 10PK	PK	10	392		\$	-
Filing and Record Storage	105	13377-CC	2 POCKET PORT DK BLUE 10 PK	PK	10	1,303		\$	-
Filing and Record Storage	106	13379-CC	2 POCKET PORT GREEN 10PK	PK	10	1,004		\$	-
Filing and Record Storage	107	13385-CC	2 POCKET PORT YELLOW 10 PK	PK	10	499		\$	-
Filing and Record Storage	108	13382-CC	2 POCKET PORT RED 10PK	PK	10	658		\$	-
Filing and Record Storage	109	13383-CC	TWIN POCKET PORT TEAL 10 PK	PK	10	235		\$	-
Filing and Record Storage	110	78513	RECYCLED 2-POCKET FOLDER	BX	25	97		\$	-
Filing and Record Storage	111	25973	REPT COVR PRSBD 3 IN LTR DKBLE	EA	1	1,271		\$	-
Filing and Record Storage	112	11129	READY INDEX 1-31 TAB MULTI CLR	ST	1	258		\$	-
Filing and Record Storage	115	11112	TAB DIVID 8TAB INDX INSRT CL	ST	1	473		\$	-
Filing and Record Storage	116	11122	TAB DIVID PREM WRKSV 5TAB CL	ST	1	922		\$	-

Filing and Record Storage	117	11186	READY INDEX 8 TAB 6 PACK	PK	6	211		\$	-
Filing and Record Storage	118	11188	READY INDX TOC 10TAB COLOR 6PK	PK	6	141		\$	-
Filing and Record Storage	119	11196	READY INDEX 12 TAB COLOR 6 PK	PK	6	147		\$	-
Filing and Record Storage	120	11197	READY INDEX 15 TAB MULTI 6 PK	PK	6	98		\$	-
Filing and Record Storage	122	11423	INDEX MAKER CIR TABS 5TAB/25CT	BX	25	42		\$	-
Filing and Record Storage	123	11424	INDEX MARER CLR TABS 8TAB 25CT	BX	25	18		\$	-
Filing and Record Storage	124	11443	DIVIDER CLEAR LABEL I.M. 5-TAB	BX	25	18		\$	-
Filing and Record Storage	125	11446	INDEX MAKER BULK 5 TABS LTR WE	BX	25	135		\$	-
Filing and Record Storage	126	11447	INDEX MAKER BULK 8 TABS LTR WE	BX	25	65		\$	-
Filing and Record Storage	127	11506	DIVIDER NON-LAM WHITE 5 TAB	BX	36	157		\$	-
Filing and Record Storage	128	11507	DIVIDER NON-LAM WHITE 8 TAB	BX	24	31		\$	-
Filing and Record Storage	129	11556	INDEX MAKER 5-TAB 8.5 X 11	BX	50	18		\$	-
Filing and Record Storage	131	11901	8-TAB INSERT POLY DIVIDER	ST	1	614		\$	-
Filing and Record Storage	132	AVE12452	INDEX MAKER 5 TAB AST 5/PK	PK	5	59		\$	-
Filing and Record Storage	133	16171	AVERY DURABLE WRITE ON 8-TAB	ST	1	203		\$	-
Filing and Record Storage	134	23078	AVERY BIGTAB WRITEONDIVIDERS 8	ST	1	1,042		\$	-
Filing and Record Storage	135	59112	TAB 59-112 INDEX	BX	25	2,268		\$	-
Filing and Record Storage	136	00701	BOX STOR-ALL LETTER WHT 12/CT	CT	12	26		\$	-
Filing and Record Storage	137	00703	BOX FILE LTR/LGL WHITE 12/CT	CT	12	266		\$	-
Filing and Record Storage	138	00704	BOX STRING/BUTTON LETTER 12/CT	CT	12	31		\$	-
Filing and Record Storage	139	2489401	STAPLES STORAGE BOX LETTER12PK	CT	12	15		\$	-
Filing and Record Storage	140	3325001	STAPLES 10PK ECONOMY STOR BOX	PK	10	570		\$	-
Filing and Record Storage	142	7150001	BB MYSTIC KRAFT LTR/LGL 25/CT	CT	25	10		\$	-
Filing and Record Storage	143	1512975	15"x12"x9.75" 44 ECT, C Flute Kraft RSC, glued, 1	EA	1	22,000		\$	-
Filing and Record Storage	144	2612975	26"x12"x9.75" 44 ECT, C Flute Kraft RSC, glued, 1	EA	1	500		\$	-
Filing and Record Storage	145	1257R	FOLDER CLASSIFICATION 6 SEC RE	BX	10	120		\$	-
Filing and Record Storage	146	19076	FOLDER LGL 2-DIV GY	BX	10	72		\$	-
Filing and Record Storage	147	PFX12832	POCKET CNVRT LTR 3 1 2MLA	EA	1	74		\$	-
Filing and Record Storage	148	ESS421013BLA	FLDR INTERIOR 1/3CUT TAB LETTE	BX	100	48		\$	-
Filing and Record Storage	149	71356	FILE PORTFOLIO W/ELASTIC CORD	BX	10	21		\$	-
Filing and Record Storage	151	89604	FILE JACKETS/ENVELOPES 11.75 X	BX	100	17		\$	-
Filing and Record Storage	154	18695	FASTENER FLDR LTR RF MAN 50CT	BX	50	47		\$	-
Filing and Record Storage	155	24190	FOLDER ENDTAB DBLE EXP LTR MA	BX	100	29		\$	-
Filing and Record Storage	156	1524EOX	POCKETS 3.5 EXP FILE LETTER	BX	25	28		\$	-
Filing and Record Storage	157	45366	ECO FILE FLDR LBL 2/3X3 7/16	BX	1500	19		\$	-
Filing and Record Storage	159	13733	FOLDER CLASSIFICATION 4 SEC GR	BX	10	16		\$	-
Furniture	2	20233-CC	46X60 ECMMY RECT CHRMAT	EA	1	190		\$	-
Furniture	3	STP-17436	36X48 ECNMY STD LIP CHRMAT	EA	1	167		\$	-
Furniture	5	20237-CC	66X60 MED PILE WORKSTN CHRMAT	EA	1	40		\$	-
Furniture	7	FG450088BEIG	UTILITY CART BEIGE 18IN	EA	1	24		\$	-
Furniture	8	570S	SCREEN PROJECTR TRIPOD 70X70	EA	1	2		\$	-
Furniture	9	670S	SCREEN PROJ WALL/CEILNG 70X70	EA	1	3		\$	-
Furniture	11	85343	6X4 MARKER BOARD W/ALUM FRAME	EA	1	11		\$	-
Furniture	12	85342	4X3 MARKER BOARD W/ALUM FRAME	EA	1	87		\$	-
Furniture	13	85341	3X2 MARKER BOARD W/ALUM FRAME	EA	1	35		\$	-
Furniture	14	101EL	QRTET WHITEBRD/FLPCHRT 2-SIDED	EA	1	5		\$	-
Furniture	15	2545	BOARD RE-MRKBL ALUM FRAME 5X3	EA	1	11		\$	-
Furniture	16	2547	BOARD 6X4 PORCELAIN W/ALUMINUM	EA	1	2		\$	-
Furniture	17	3640TE	EASEL MOBILE REVERSBLE 6X4 NEU	EA	1	29		\$	-
Furniture	19	81E	EASEL W/MRKR BRD 40X29	EA	1	9		\$	-
Furniture	20	DEP3624A	PRCLN DRY ERASE BRD 3X2 ALUM	EA	1	6		\$	-
Furniture	21	SB93513	3 PANEL SHOW IT SYSTEM	EA	1	3		\$	-

Furniture	25	20234-CC	46X60 M PILE RECT CHRMAT	EA	1	86		\$	-
Furniture	26	20239-CC	45X53 ECNMY STD LIP CHRMAT	EA	1	260		\$	-
Furniture	27	23664-CC	STAPLES ORIGN BRD ALM TRIM 3X4	EA	1	6		\$	-
Furniture	28	85341	Quartet 2x3 whiteboard w/tray alum frame	EA	1	35		\$	-
Furniture	32	LVLUP PRO32-BK	LUXOR LEVEL UP PRO RISER	EA	1	3		\$	-
Furniture	35	ELR0549B	ELR0549B ROLLING CART	EA	1	9		\$	-
Furniture	39	414000023	CUSHION MAX W/O HOLES 2X3	EA	1	76		\$	-
Furniture	40	48121	FELLOWES FOOTREST	EA	1	26		\$	-
Inkjet Supplies-OEM	1	51645A#140	HP 45A BLACK INK	EA	1	24		\$	-
Inkjet Supplies-OEM	4	N9H57FN#140	HP 564 CMY COLOR INK 3PK	EA	1	56		\$	-
Inkjet Supplies-OEM	5	C2P01FN#140	HP 950XL HYBLK/951 CMY CLR 4PK	EA	1	68		\$	-
Inkjet Supplies-OEM	6	C4820A	HP 80 BK PRINTHEAD AND CLEANER	EA	1	4		\$	-
Inkjet Supplies-OEM	10	C4902AN#140	HP 940 BLACK INK	EA	1			\$	-
Inkjet Supplies-OEM	11	C4906AN#140	HP 940XL HY BLACK INK CART	EA	1	8		\$	-
Inkjet Supplies-OEM	15	C6602A	HP C6602A BLACK INK	EA	1	30		\$	-
Inkjet Supplies-OEM	16	C6615DN#140	HP 15 BLACK INK	EA	1	131		\$	-
Inkjet Supplies-OEM	17	C6656AN#140	HP 56 BLACK INK *	EA	1	23		\$	-
Inkjet Supplies-OEM	21	C8765WN#140	HP 94 BLACK INK	EA	1	131		\$	-
Inkjet Supplies-OEM	22	C8766WN#140	HP 95 COLOR INK	EA	1	161		\$	-
Inkjet Supplies-OEM	23	C9351AN#140	HP 21 INK BLACK	EA	1	49		\$	-
Inkjet Supplies-OEM	24	C9364WN#140	HP 98 BLACK INK	EA	1	196		\$	-
Inkjet Supplies-OEM	25	C9370A	HP 72 INKJET PHOTO CART BLACK	EA	1	8		\$	-
Inkjet Supplies-OEM	27	C9373A	HP 72 INKJET CART YELLOW	EA	1	10		\$	-
Inkjet Supplies-OEM	29	C9403A	HP 72 INKJET CART MATTE BLACK	EA	1	11		\$	-
Inkjet Supplies-OEM	30	C9508FN#140	HP 21 BLACK INK CART 2PK	PK	2	61		\$	-
Inkjet Supplies-OEM	36	CB327FN#140	HP 95 BLK/98 TRI CLR INK 2PK	PK	2	104		\$	-
Inkjet Supplies-OEM	37	C9352AN#140	HP 22 COLOR INK	EA	1	27		\$	-
Inkjet Supplies-OEM	39	CC641WN#140	HP 60XL HY BLACK INK CART	EA	1	22		\$	-
Inkjet Supplies-OEM	40	CC644WN#140	HP 60XL HY TRI COLOR INK CART	EA	1	24		\$	-
Inkjet Supplies-OEM	44	CD971AN#140	HP 920 BLACK INK	EA	1	3		\$	-
Inkjet Supplies-OEM	48	CD975AN#140	HP 920XL HY BLACK INK CART	EA	1	10		\$	-
Inkjet Supplies-OEM	49	CH561WN#140	HP 61 BLACK INK *	EA	1	74		\$	-
Inkjet Supplies-OEM	50	CH562WN#140	HP 61 COLOR INK	EA	1	31		\$	-
Inkjet Supplies-OEM	51	CH563WN#140	HP 61XL HY BLACK INK CART	EA	1	122		\$	-
Inkjet Supplies-OEM	52	CH564WN#140	HP 61XL HY TRI COLOR INK CART	EA	1	64		\$	-
Inkjet Supplies-OEM	53	CN045AN#140	HP 950XL HY BLACK INK CART	EA	1	45		\$	-
Inkjet Supplies-OEM	54	CN046AN#140	HP 951XL HY CYAN INK CART	EA	1	21		\$	-
Inkjet Supplies-OEM	55	CN048AN#140	HP 951XL HY YELLOW INK CART	EA	1	26		\$	-
Inkjet Supplies-OEM	56	CN053AN#140	HP 932XL HY BLACK INK CART	EA	1	27		\$	-
Inkjet Supplies-OEM	57	CN054AN#140	HP 933XL HY CYAN INK CART	EA	1	24		\$	-
Inkjet Supplies-OEM	61	CN684WN#140	HP 564XL HY BLACK INK CART	EA	1	47		\$	-
Inkjet Supplies-OEM	63	CR259FN#140	HP 61 BLACK/TRI COLOR CART 2PK	PK	2	48		\$	-
Inkjet Supplies-OEM	66	CZ072FN#140	HP 60 TRICOLOR INK CART 2PK	PK	2	11		\$	-
Inkjet Supplies-OEM	68	CZ138FN#140	HP 61XL HYBK/61 STD TRICLR 2PK	PK	2	73		\$	-
Inkjet Supplies-OEM	69	CZ722FN#140	HP 901XL BLK/901 TRI COLOR 2PK	PK	2	11		\$	-
Inkjet Supplies-OEM	70	N9H60FN#140	HP 564XL HYBLK/564 CMY CVP 4PK	PK	4	26		\$	-
Inkjet Supplies-OEM	75	T5846	EPSON T5846 COLOR INK	EA	1	218		\$	-
Inkjet Supplies-OEM	76	EPST215530	EPSON DURABRITE T215 COLOR INK	EA	1	145		\$	-
Inkjet Supplies-OEM	77	GGCTW	DELL S2830 HY BLK TNR U&R	EA	1	124		\$	-
Inkjet Supplies-Remanufactured	4	407319	RICOH TONR CART SP4500A HY BLK	EA	1	302		\$	-
Inkjet Supplies-Remanufactured	5	406464	RICOH 406464 BLACK TONER	EA	1	299		\$	-
Inkjet Supplies-Remanufactured	6	T215120S	EPSON DURABRITE T215 BLK INK	EA	1	282		\$	-

Labels and Mailing Supplies	1	08366	IJ FILE FOLDER WHT 25PK 30UP	PK	750	66		\$	-
Labels and Mailing Supplies	2	18061/SIWO140	SPLS 3 1/3X4 LSR/IJ LBL 100SH	BX	600	113		\$	-
Labels and Mailing Supplies	3	18057/SIWO100	SPLS 1X2 5/8 LSR/IJ LBL 100SH	BX	3000	527		\$	-
Labels and Mailing Supplies	4	18058/SIWO110	SPLS 1X4 LSR/IJ LBL 100SH	BX	2000	65		\$	-
Labels and Mailing Supplies	5	18060/SIWO130	SPLS 2X4 LSR/IJ LBL 100SH	BX	1000	123		\$	-
Labels and Mailing Supplies	6	18059/SIWO120	SPLS INKLSR LBL 14UP100-11/3X4	BX	1400	84		\$	-
Labels and Mailing Supplies	7	18063/SIWT100	SPLS INKLSR LBL 30U250-1X2 5/8	BX	7500	63		\$	-
Labels and Mailing Supplies	8	30251	LABEL ADDRESS WHT 2 ROLLS/130	BX	260	354		\$	-
Labels and Mailing Supplies	9	05160	AVY LSR LBL 3000PK 1X2 5/8	BX	3000	600		\$	-
Labels and Mailing Supplies	10	05161	AVY LSR LBL 20UP 100-1 X 4	BX	2000	69		\$	-
Labels and Mailing Supplies	11	05162	AVY LSR LBL 14UP 100-1 1/3 X 4	BX	1400	115		\$	-
Labels and Mailing Supplies	12	05163	AVY LSR LBL 10UP 100-2 X 4	BX	1000	151		\$	-
Labels and Mailing Supplies	13	05164	AVY LSR LBL 6UP 100-3 1/3 X 4	BX	600	70		\$	-
Labels and Mailing Supplies	15	05260	AVY LSR LBL 30UP 25-1 X 2 5/8	PK	750	83		\$	-
Labels and Mailing Supplies	16	05366	AVY INK/LSR 30UP 50 FILE FLDR	BX	1500	201		\$	-
Labels and Mailing Supplies	17	55163	LASER REPOSITI SHIP LABELS 2X4	BX	1000	37		\$	-
Labels and Mailing Supplies	19	05698	LABEL LASER CD/DVD WHT 100/BX	BX	100	67		\$	-
Labels and Mailing Supplies	20	05961	AVY LSR LBL 20UP 250-1X4	BX	5000	24		\$	-
Labels and Mailing Supplies	21	05962	AVERY LASER WHITE 14UP 250SHT	BX	3500	12		\$	-
Labels and Mailing Supplies	22	05963	AVY LSR LBL 10UP 250-2 X 4	BX	2500	18		\$	-
Labels and Mailing Supplies	23	8066/08205	AVY INK/LSR 30UP25 FILFLDR RMV	PK	750	106		\$	-
Labels and Mailing Supplies	24	ST-A26-6CR	SPLS HD CLR TAPE 48MMX50M 6PK	PK	6	939		\$	-
Labels and Mailing Supplies	25	ST-A22-36	SPLS LIGHT MOVE&STORE TAPE 36	BX	36	33		\$	-
Labels and Mailing Supplies	26	ST-A18SIMP	SPLS ECONOMY TAPE 48MMX50M 6PK	PK	6	300		\$	-
Labels and Mailing Supplies	27	ST-A22L-6LW	SPLS STNDRD TAPE 48MMX100M 6PK	PK	6	101		\$	-
Labels and Mailing Supplies	28	10388-CC	DISPENSER TAPE METAL 2IN BLK	EA	1	82		\$	-
Labels and Mailing Supplies	29	142-6	SCOTCH SHIP TAPE 2 X 800 6PK	PK	6	220		\$	-
Labels and Mailing Supplies	30	468405-CC	SPLS MASKING TAPE 48MMX55M 2PK	PK	2	870		\$	-
Labels and Mailing Supplies	31	34508	SURE START PACKAGING TAPE	PK	8	23		\$	-
Labels and Mailing Supplies	32	3500-6	SURE START PACKAGING TAPE	PK	6	24		\$	-
Labels and Mailing Supplies	33	3750-2-ST BP-1	SCOTCH 2RLS BOX SEALNG W/DSPNR	PK	2	20		\$	-
Labels and Mailing Supplies	34	3750-4RD	SCOTCH BOX SEALING 4PK W/DISP	PK	4	21		\$	-
Labels and Mailing Supplies	35	3750-6	SCOTCH 2INX50IN TAPE 6PK	PK	6	36		\$	-
Labels and Mailing Supplies	36	385018CP	SCOTCH HD TAPE 18PK	PK	18	22		\$	-
Labels and Mailing Supplies	37	38506	SCTCH PKGING TAPE 48MMX50M 6PK	PK	6	106		\$	-
Labels and Mailing Supplies	40	LEE10053	MOISTENER FNGRTIP 3/8OZ 3/PK	PK	3	260		\$	-
Labels and Mailing Supplies	41	40912	CART 40912 MAIL CHROME	EA	1	10		\$	-
Labels and Mailing Supplies	42	27254-CC	MAILER BUBBLE CDR JL SELF SEAL	CT	25	230		\$	-
Labels and Mailing Supplies	43	46065	ENVELOPE MOISTENER W/ADHESIVE	EA	1	282		\$	-
Labels and Mailing Supplies	44	46390	11 X 13X 2 POLY EXPANSION ENVL	BX	100	12		\$	-
Labels and Mailing Supplies	45	27227-CC	MAILER BUBBLE 14.25X19 ID #7	EA	1	324		\$	-
Labels and Mailing Supplies	46	17161	12X15.5 TYK ENV 100CT WHITE	BX	100	15		\$	-
Labels and Mailing Supplies	48	QUAE7265	MAILER DSK/CD 6X8.5 25/BX	BX	25	29		\$	-
Labels and Mailing Supplies	49	08126	AVY 5.5X8.5 IJ LBL 25SH	PK	50	438		\$	-
Labels and Mailing Supplies	51	43562	ENV CAT SELF SEAL 9X12	BX	250	18		\$	-
Labels and Mailing Supplies	52	AVE5697	LBL LASER CD WHITE 250/BOX	PK	250	34		\$	-
Labels and Mailing Supplies	53	MD1184SC	MULTI-BOX 11 3/4X8 3/4X4 3/4	BD	25	33		\$	-
Labels and Mailing Supplies	54	28980	BBL MLR KRFT #5 PEEL SEAL 100P	PK	100	24		\$	-
Labels and Mailing Supplies	55	601376	STPLS SUPR STNGTH 48MMX50M 6PK	PK	6	251		\$	-
Labels and Mailing Supplies	56	05972	LSR COL LBL FLOUR YELLOW	PK	750	76		\$	-
Labels and Mailing Supplies	57	05971	LABEL LASER CLR FLUORESCENT GN	PK	750	31		\$	-
Labels and Mailing Supplies	58	ST-A26-L6	STAPLES MOVE&STORE TAPE 6PK	PK	6	88		\$	-

Labels and Mailing Supplies	63	892099N	6X9 CATALOG ENV P&S 100PK	BX	100	175		\$	-
Miscellaneous Office Products	2	AFH31	FORM HOLDER ALUM 8.5X12 BOTTOM	EA	1	25		\$	-
Miscellaneous Office Products	3	83500	CLIPBOARD LTR MASNTE 9X12.5 BN	EA	1	627		\$	-
Miscellaneous Office Products	4	10526	STAPLES CLEAR CLIPBOARD 9X12	EA	1	286		\$	-
Miscellaneous Office Products	5	17896-1053	SAMSONITE WHEELED BACKPACK	EA	1	21		\$	-
Miscellaneous Office Products	7	70820	PAD HOLDER ZIPPER BLACK	EA	1	41		\$	-
Miscellaneous Office Products	8	PT1364	Solo classic 17.3" laptop rolling case	EA	1	29		\$	-
Miscellaneous Office Products	9	B644	USL ROLLING COMPUTER CASE	EA	1	98		\$	-
Miscellaneous Office Products	10	GA-7306-06F00	SWISS PEGASUS COMP BKPK 17	EA	1	74		\$	-
Miscellaneous Office Products	11	K709-4/17	LADIES TOTE HOLDS 16 LAPTOPS	EA	1	17		\$	-
Miscellaneous Office Products	12	B1514	SOLO BALLISTIC RLLNG CASE 17	EA	1	17		\$	-
Miscellaneous Office Products	14	CSLGVNM217	Case Logic Messenger bag 17"	EA	1	33		\$	-
Miscellaneous Office Products	15	TCG717	TARGUS RLLNG COMP CASE 17	EA	1	23		\$	-
Miscellaneous Office Products	16	WA-7953-02F00	SWISS PATRIOT RLLNG 2P CASE 17	EA	1	34		\$	-
Miscellaneous Office Products	17	20189-CC	WOOD FRAME LTR 8.5X11 ANTQ BRZ	EA	1	329		\$	-
Miscellaneous Office Products	18	DL123ABPK	LI123A 3 VOLT LITHIUM BATTERY	EA	1	395		\$	-
Miscellaneous Office Products	19	MN13RT8Z	DURACELL COPPERTOP D 8PK	PK	8	496		\$	-
Miscellaneous Office Products	20	MN14RT8Z	DURACELL COPPERTOP C 8PK	PK	8	434		\$	-
Miscellaneous Office Products	21	MN1500B20Z	BATTERY AA ALKALINE 20PK	PK	20	543		\$	-
Miscellaneous Office Products	22	MN1500B240001	BATTERY AA ALKALINE 24PK	PK	24	257		\$	-
Miscellaneous Office Products	23	MN1500BKD	DURACELL COPPERTOP AA BULK 144	CT	144	88		\$	-
Miscellaneous Office Products	24	MN15P36	BATTERY ALKALINE AA 36PK	PK	36	302		\$	-
Miscellaneous Office Products	25	MN15RT12Z	AA12 BACK VALUE PACK	PK	12	315		\$	-
Miscellaneous Office Products	26	MN2400B20Z	DURACELL COPPERTOP AAA 20PK	PK	20	185		\$	-
Miscellaneous Office Products	27	MN2400B240002	BATTERY AAA ALKALINE 24PK	PK	24	126		\$	-
Miscellaneous Office Products	28	MN2400BKD	DURACELL COPPERTOP AAA BULK144	CT	144	59		\$	-
Miscellaneous Office Products	29	MN24RT12Z	COPPERTOP AAA BATTERY 12PK	PK	12	483		\$	-
Miscellaneous Office Products	30	PC1500BKD01	PROCELL AA CELL BATTERY	BX	24	1,900		\$	-
Miscellaneous Office Products	31	PC1604/PC1604BK	DURACELL PROCELL 9VOLT BATTERY	BX	12	391		\$	-
Miscellaneous Office Products	32	PC2400/PC2400BK	PROCELL AAA CELL BATTERY	BX	24	1,445		\$	-
Miscellaneous Office Products	33	QU1500BKD	BATTERY QUANTUM ALK AA 24PK	BX	24	123		\$	-
Miscellaneous Office Products	34	QU2400B16PK	BATTERY QUANTUM ALK AAA 16PK	PK	17	85		\$	-
Miscellaneous Office Products	35	903115	CREST CERTIFICATION HOLDERS	PK	5	401		\$	-
Miscellaneous Office Products	38	2330881W08	MMF Locking night deposit bag blue	EA	1	56		\$	-
Miscellaneous Office Products	39	3513B-1	3PK COUNTERFEIT PEN	PK	3	289		\$	-
Miscellaneous Office Products	40	351R-1	PEN COUNTERFEIT DETECTOR	BX	12	34		\$	-
Miscellaneous Office Products	42	10697	2PK PPR BLK-WHITE FOR LETRATAG	PK	2	152		\$	-
Miscellaneous Office Products	43	DL123AB2PK	DURACELL 3VOLT LITHIUM 2PK	PK	2	94		\$	-
Miscellaneous Office Products	44	PC1300	PROCELL D CELL BATTERY	BX	12	99		\$	-
Miscellaneous Office Products	49	58714	VOICE-MAIL LOG BOOK - 2 PACK	PK	2	198		\$	-
Miscellaneous Office Products	50	680PGOP2	POST IT FLAGS 1 PORT PACK	PK	160	271		\$	-
Miscellaneous Office Products	51	19672	STICKIES 3X3 REC YLW 18PK	PK	18	108		\$	-
Miscellaneous Office Products	52	74536	NAME BADGE CLIP 3INX4IN-50	BX	50	30		\$	-
Miscellaneous Office Products	53	900750	50 UNIT 1X3 SILVER	EA	50	2		\$	-
Miscellaneous Office Products	55	680-RD2	POST-IT 1INCH RED FLAGS 2PK	PK	2	121		\$	-
Miscellaneous Office Products	58	HH-1880	STCH WRP CST 18X1500 80GA 4/CS	CT	4	13		\$	-
Miscellaneous Office Products	59	1067839/07424	DUCK ACRYLIC 1.88X60YD 8	PK	8	62		\$	-
Miscellaneous Office Products	60	29900235BGD	LINEN CERTIFICATE HOLDER	PK	5	48		\$	-
Miscellaneous Office Products	61	6605PK	4X6 LINED YW NOTES	PK	5	69		\$	-
Miscellaneous Office Products	64	AMP45093	NTBK PKT NRW AST 3/PK	PK	3	139		\$	-
Miscellaneous Office Products	65	65619	FLAT LANYARD W/HOOK 100 PACK	PK	100	8		\$	-
Miscellaneous Office Products	66	68884	ID CARD REEL 23 4/PACK	PK	4	112		\$	-

Miscellaneous Office Products	67	80264	BOOK STENO GREGG 4/PK OD	PK	4	62		\$	-
Miscellaneous Office Products	69		DURACELL BATTERY DL2032B2	PK	2	139		\$	-
Office Accessories	1	10449	STAPLES 18PK GLUE STICK CLEAR	PK	18	113		\$	-
Office Accessories	2	02160	LSR MINI LBL 1X2 5/8	PK	200	182		\$	-
Office Accessories	5	3747498	CARABINER BADGE REEL 4 PK	PK	4	473		\$	-
Office Accessories	7	05392	BADGE LSR NO HLDR 3X4 WE	BX	300	138		\$	-
Office Accessories	8	18913/3748022	RETRACTABLE ID HOLDER BLACK	PK	25	120		\$	-
Office Accessories	9	74459	NAME BADGE HANGING 3INX4IN-100	BX	100	74		\$	-
Office Accessories	10	74461	INAME-BADGE CLIP SOFT IJ 100	BX	100	26		\$	-
Office Accessories	12	74541	LSR NAME BADGE CLIP 3X4 100PK	BX	100	126		\$	-
Office Accessories	13	17776	STAPLES #33-RBBR BNDS 1/4 LB	PK	205	317		\$	-
Office Accessories	14	17685	RUBBERBAND 117B .25 LB	PK	50	1,275		\$	-
Office Accessories	15	17684	RUBBERBAND #117B 1 LB	PK	200	934		\$	-
Office Accessories	16	52380P12	TAPE STAPLES 3/4X1296 12PK	DZ	12	1,878		\$	-
Office Accessories	17	52477/52380	TAPE STAPLES BRAND 3/4X1296	RL	1	415		\$	-
Office Accessories	18	52384-P4D	STAPLES INVSBL TAPE3/4X400 4PK	PK	4	146		\$	-
Office Accessories	19	52380P6	SBL TP 3/4X1296 6PK	PK	6	596		\$	-
Office Accessories	20	10566	STAPLES BLACK TAPE DISPENSER	EA	1	1,549		\$	-
Office Accessories	22	MMM2322	TAPE MASKING 2 X60YARDS BULK R	RL	1	18		\$	-
Office Accessories	23	6122	SCOTCH 6PK 3/4X650 MAGIC TAPE	PK	6	174		\$	-
Office Accessories	24	810K24	SCOTCH MAGIC TAPE 24 PACK	PK	24	36		\$	-
Office Accessories	25	81210P	SCOTCH MAGIC GREENER TAPE 3/4	PK	10	215		\$	-
Office Accessories	27	90197	INDUSTRIAL 15FT BLACK	EA	1	54		\$	-
Office Accessories	28	MMMC38BK	TAPE DSPR DESK 1 CORE BLACK EA	EA	1	242		\$	-
Office Accessories	29	SAF5206BL	UNDR-DESK PRINTER FAX STAND	EA	1	30		\$	-
Office Accessories	30	35078-CC	CURVEDESKTOPCOPYHOLDR	EA	1	227		\$	-
Office Accessories	31	91712	RISER MONITOR STANDARD PM/GPH	EA	1	80		\$	-
Office Accessories	32	8030901	FELLOWES CLIMATE CONTROL FOOT	EA	1	34		\$	-
Office Accessories	33	8037601	PROF SERIES BACK SUPPORT	EA	1	52		\$	-
Office Accessories	34	DH630	IN LINE DOCUMENT HOLDER	EA	1	41		\$	-
Office Accessories	35	DH640	IN-LINE DOCUMENT HOLDER	EA	1	105		\$	-
Office Accessories	37	16651-CC	81/2X11 WALL SIGN HOLDER	EA	1	92		\$	-
Office Accessories	38	SAF4167	OVER THE PANEL COAT HOOK	EA	1	35		\$	-
Office Accessories	39	02210	STAPLER DESK ELECTRIC BK	EA	1	152		\$	-
Office Accessories	40	06701	STAPLER ELECTRIC FULL 20SHT BK	EA	1	27		\$	-
Office Accessories	41	48207	OPTIMA GRIP ELECTRIC STAPLER	EA	1	131		\$	-
Office Accessories	42	40501	BLK FULL STRIP PLASTIC STAPLER	EA	1	188		\$	-
Office Accessories	43	25110	STAPLER ONE TOUCH DX4 BLK	EA	1	137		\$	-
Office Accessories	44	ACF1110	STAPLER DSKTP 25/SH BKSR	EA	1	41		\$	-
Office Accessories	45	40897	SPLS ECO STAPLER FULL STRIP	EA	1	376		\$	-
Office Accessories	46	35450	SF4 SPEEDPOINT STAPLES 5000CT	BX	5000	2,078		\$	-
Office Accessories	47	35556	OPTIMA PREMIUM STAPLES	BX	3750	222		\$	-
Office Accessories	48	39005	STAPLER HEAVY DUTY 415	EA	1	27		\$	-
Office Accessories	49	44401	STAPLER METAL FULL BK	EA	1	2,776		\$	-
Office Accessories	50	48200	SWINGLINE PRTBL ELEC STAPLER	EA	1	30		\$	-
Office Accessories	51	48208	OPTIMA 20 ELECTRIC STAPLER	EA	1	64		\$	-
Office Accessories	52	48209	OPTIMA 45 ELECTRIC STAPLER	EA	1	94		\$	-
Office Accessories	54	50050	MODEL #50050 STPLS CARTRIDGE	EA	1	292		\$	-
Office Accessories	55	54501	STAPLER DESKTOP BLACK 545	EA	1	91		\$	-
Office Accessories	56	66424	EZTOUCH REDUCED EFFORT STAPLER	EA	1	166		\$	-
Office Accessories	57	69008	STAPLER ELECTRIC CART BLACK	EA	1	43		\$	-
Office Accessories	58	87845	OPTIMA 40 DESK STAPLER	EA	1	68		\$	-

Office Accessories	59	90002	STAPLER HVY DTY DESK EXTRA BK	EA	1	13	\$	-
Office Accessories	61	90220 / 5080	HEAVY DTY STAPLES/16CARTRIDGE	EA	1	35	\$	-
Office Accessories	62	B8E-VALUE	ELECTRIC STAPLER VALUE PK	EA	1	21	\$	-
Office Accessories	63	90100	PUNCH 3 HOLE HEAVY DUTY DELUXE	EA	1	53	\$	-
Office Accessories	64	24549/33989	PUNCH HEAVY DUTY 3 HOLE ADJ	EA	1	119	\$	-
Office Accessories	65	26637	STAPLES 2-HOLE PUNCH-BLACK	EA	1	349	\$	-
Office Accessories	66	24539-CC/10574	STPLS 3HOLE PUNCH ADJSTBLE-BLK	EA	1	286	\$	-
Office Accessories	67	74535	PUNCH ELEC 3-HOLE 28 SHEET	EA	1	13	\$	-
Office Accessories	68	7704280	HOLE PUNCH ELECTRIC W/STAPLER	EA	1	10	\$	-
Office Accessories	70	74520	OPTIMA 20 ELECTRIC PUNCH	EA	1	9	\$	-
Office Accessories	72	13023/13403	ACME 3PK SCISSORS	PK	3	472	\$	-
Office Accessories	73	43218	PREFERRED SCISSORS 8IN	EA	1	171	\$	-
Office Accessories	74	10571/10575	SCISSOR STRAIGHT GENERAL 7 BK	EA	1	752	\$	-
Office Accessories	76	72578	STAPLES JMB PPR CLP 100OCT	PK	1000	1,530	\$	-
Office Accessories	77	33455	CUBE CLIPS WHITE 75301	BX	20	218	\$	-
Office Accessories	78	72577	CLIP PAPER NONSKD STL JUMBO	BX	100	382	\$	-
Office Accessories	79	72377/72384	STAPLES #1 PPR CLP 100OCT	PK	1000	922	\$	-
Office Accessories	80	32002	STAPLES SML BINDER CLP 144CT	PK	144	1,179	\$	-
Office Accessories	81	10669	STAPLES LGE BINDERCLIPS 12CT	PK	12	1,026	\$	-
Office Accessories	82	32003	STPLS 144CT MED.BINDER CLIPS	PK	144	711	\$	-
Office Accessories	84	15340	BINDER CLIP MICRO BLACK	PK	100	290	\$	-
Office Accessories	85	72578	CLIP PAPER STL JUMBO .045	BX	100	613	\$	-
Office Accessories	86	99852	FASTENER PRONG 2PC 2.75X2	BX	50	688	\$	-
Office Accessories	90	20938	STAPLES 50OCT PUSH PNS ASST	PK	500	97	\$	-
Office Accessories	91	ACC71511	WASHER F/1.25 -4 FASTENERS BRA	BX	100	146	\$	-
Office Accessories	92	ARC1411	CUBE DRY-ERASE BOARDS 14X11	EA	1	82	\$	-
Office Accessories	95	7502	BOARD ACCESS PART HANGERS	PR	1	59	\$	-
Office Accessories	96	81505	SANFORD EXPO ERASER EA	EA	1	546	\$	-
Office Accessories	97	81850	EXPO TOWELETES BOARD CLEANER	PK	50	111	\$	-
Office Accessories	98	41100	19X24 LOGO DESK PAD BLACK	EA	1	79	\$	-
Office Accessories	99	10485	STAPLES WIRE LETTER TRAY BLACK	EA	1	220	\$	-
Office Accessories	100	20064-CC	MESH 2HOR/6UPRT ORGANIZER BLK	EA	1	111	\$	-
Office Accessories	101	1746466	OVAL PENCIL CUP MESH BK	EA	1	261	\$	-
Office Accessories	102	201202889	28-KEY HOOK CABINET W/LOCK	EA	1	21	\$	-
Office Accessories	103	21002	TRAY STACKING 21002 LTR BK	EA	1	580	\$	-
Office Accessories	104	SAF2160BL	ORGANIZER PHONE STAND BK	EA	1	92	\$	-
Office Accessories	105	21728	WALL POCKET W/HANGERS BLK 4PKT	ST	1	14	\$	-
Office Accessories	106	21961	3-PACK HANGING WALL FILES BLK	PK	3	134	\$	-
Office Accessories	108	2647HBK	7 TIER HORZ FILE BLK	EA	1	15	\$	-
Office Accessories	112	75275	PARTITION ADD FILE POCKET	EA	1	81	\$	-
Office Accessories	114	75906	NAME PLATE PARTITION ADDITIONS	EA	1	254	\$	-
Office Accessories	116	ILC67700002	QUARTZ CONTRACT CLOCK	EA	1	414	\$	-
Office Accessories	117	18379	WALL CLOCK 14IN PLASTIC ROUND	EA	1	138	\$	-
Office Accessories	118	1031	BOSTON 1031 MANUAL SHARPENER	EA	1	217	\$	-
Office Accessories	119	1818	*D*SHARPENER BLK	EA	1	175	\$	-
Office Accessories	120	010129	DATER SELF INKING	EA	1	71	\$	-
Office Accessories	121	011034	WORD DATED 2 COLOR SELF INKING	EA	1	56	\$	-
Office Accessories	122	011035	3 IN 1 2360 2 COLOR DATER	EA	1	37	\$	-
Office Accessories	123	061961	REPLACEMENT INK PAD BLUE/RED	EA	1	237	\$	-
Office Accessories	125	1SD2360/2360	S.I.HVYDUTYDATE 1-1/4X1-13/16	EA	1	368	\$	-
Office Accessories	126	ARP1	STAMPS SELF-INKING	EA	1	229	\$	-
Office Accessories	127	062091	REPLACE PAD HD LINE DATER BLK	EA	1	138	\$	-

Office Accessories	128	N11	X-STAMPER 3/4IN X 2IN	EA	1	58	\$	-
Office Accessories	129	N14	X-STAMPER 11/16IN X 2-7/16IN	EA	1	44	\$	-
Office Accessories	130	1S15P/P15	CUST SELF INK STAMP3/8X2-3/4IN	EA	1	251	\$	-
Office Accessories	131	1S140P/P40	CUST SELF INK STAMP15/16X2-3IN	EA	1	224	\$	-
Office Accessories	132	1S160P/P60	CUST SELF INK STAMP1-1/2INX3IN	EA	1	160	\$	-
Office Accessories	133	360	S.I.LGT-DTYSTMP 1-1/4X1-13/16	EA	1	24	\$	-
Office Accessories	134	DS660	S.I.LGT-DTY DATE 1-1/2X2-5/16	EA	1	20	\$	-
Office Accessories	135	011227/010173	STAMP HVYDUTY DATE/PHRASE BLK	EA	1	23	\$	-
Office Accessories	136	K74-4	USL VNYL ROLLING CATALOG CASE	EA	1	10	\$	-
Office Accessories	137	12992G	2IN STEEL FASTENER-2PC	BX	2	505	\$	-
Office Accessories	138	AVT75336	CLIP PANEL WALL AST	PK	50	164	\$	-
Office Accessories	139	57538	PORTFOLIO TWIN POCKET DK BLUE	BX	25	182	\$	-
Office Accessories	140	31272-CC	FOLDING CRATE ON WHEELS	EA	1	52	\$	-
Office Accessories	142	02011	BOSTICH ELECTRIC STAPLER	EA	1	14	\$	-
Office Accessories	143	658	POST-IT CORRECT TAPE 6 LINE 1	EA	1	199	\$	-
Office Accessories	146	TOM68723	MONO CRRCTN TAPE	PK	10	18	\$	-
Office Accessories	149	FG9C9500BLA	MESH DOCUMENT HOLDER BLACK	EA	1	103	\$	-
Office Accessories	150	75123B	QRTET 23X35 DRY ERASE ALUM FRM	EA	1	102	\$	-
Office Accessories	151	33705	MAG IN/OUT PERSONNEL BRD 23X34	EA	1	6	\$	-
Office Accessories	153	23084	AVERY HD PLASTIC DIVIDERS 8TAB	ST	1	278	\$	-
Office Accessories	154	85114-BL	8.5X11 VALUE PACK ASST COLORS	EA	1	131	\$	-
Office Accessories	155	29491	ALL IN ONE BLACK WIRE MESH	EA	1	114	\$	-
Office Accessories	158	GA731606F00	SWISSGEAR IBEX COMP BPKP	EA	1	7	\$	-
Office Accessories	159	74401	SHEET PROT HW NON-GLARE 20OCT	BX	200	18	\$	-
Office Accessories	165	5062523	2-POCKET PORT BLUE 25/BOX	BX	25	32	\$	-
Office Accessories	166	25482	MESH WALL FILE HANGING BLACK	EA	1	139	\$	-
Office Accessories	172	GA-7305-14F00	SWISS SYNERGY COMP BPKP 15.6	EA	1	16	\$	-
Office Accessories	175	350201	DEFLECTO CUBE- X DIVIDERS	EA	1	53	\$	-
Office Accessories	180	4731493	UNBREAK MAGNETIC FILE CLEAR	EA	1	45	\$	-
Office Accessories	183	23672-CC	STAPLES ORIGN BRD CHRYTRIM 4X8	EA	1	5	\$	-
Office Accessories	184	9660131	PEN BALLPOINT FLEXGRIP STICK F	DZ	12	40	\$	-
Office Accessories	186	39002	STAPLER HEAVY DUTY PM	EA	1	52	\$	-
Office Accessories	188	50753/27533-CC	SG TWIN POCKET FOLDER GREEN	BX	25	165	\$	-
Office Accessories	189	HG50ND478SFXZA	50IN SLIM LIT LED-BLAN	EA	1		\$	-
Office Accessories	191	75318	PANEL WALL SIGN HOLDER	EA	1	312	\$	-
Pens, Pencils and Correction	1	12358	STAPLES 10PK CORRECTION ROLLER	PK	10	1,466	\$	-
Pens, Pencils and Correction	2	12356-CC	STAPLES CORRECTION TAPE 2	PK	2	164	\$	-
Pens, Pencils and Correction	3	1744480	DRYLINE GRIP RECYL CORR TAPE	EA	1	769	\$	-
Pens, Pencils and Correction	4	50367	CORRECT FLUID FOR ALL 20ML WE	EA	1	600	\$	-
Pens, Pencils and Correction	5	56401	CORRECT FLUID PRM BOND 20 ML	DZ	12	42	\$	-
Pens, Pencils and Correction	6	662415	TAPE DRYLNE CRCTN 2PK WE	PK	2	413	\$	-
Pens, Pencils and Correction	7	87813	LIQUID PAPER DRYLINE GRIP 2PK	PK	2	93	\$	-
Pens, Pencils and Correction	8	WOELP418	BIC WITE-OUT EXACT LNR TAPE 4	PK	4	73	\$	-
Pens, Pencils and Correction	9	50790	BIC WITE-OUT CORECTION TAPE 10	PK	10	1,887	\$	-
Pens, Pencils and Correction	10	50589	BIC WITE-OUT CORRECT TAPE 4	PK	4	173	\$	-
Pens, Pencils and Correction	11	21521	BP RETRACT .7MM BLACK LOW VISC	DZ	12	294	\$	-
Pens, Pencils and Correction	12	14347/VCG11BK	BIC ATLANTIS RT MD BLK DZ	DZ	12	348	\$	-
Pens, Pencils and Correction	14	13563-CC	SONIX RET GEL 12PK CHIP BOX BL	DZ	12	362	\$	-
Pens, Pencils and Correction	15	13561-CC	SONIX RET GEL 12PK CHIP BOX BK	DZ	12	518	\$	-
Pens, Pencils and Correction	16	12221	ZEBRA Z-GRIP RT BP MED BLK 24	PK	24	111	\$	-
Pens, Pencils and Correction	17	1781490	INKJOY 300 RT BLACK MEDIUM	DZ	12	836	\$	-
Pens, Pencils and Correction	18	1781561	INK JOY 300 RT BLUE MEDIUM	DZ	12	401	\$	-

Pens, Pencils and Correction	19	1803472	PAPERMATEINKJOY100 R/T BK DZ	DZ	12	389		\$	-
Pens, Pencils and Correction	21	22210	PEN RETR Z-GRIP 1.0MM BLACK	DZ	12	1,001		\$	-
Pens, Pencils and Correction	22	22220	PEN RETR Z-GRIP 1.0MM BLUE	DZ	12	700		\$	-
Pens, Pencils and Correction	23	30000	PEN BALLPT RETRACTABLE BK FN	DZ	12	119		\$	-
Pens, Pencils and Correction	24	30005	PEN BALLPT RETRACTABLE BK MD	DZ	12	438		\$	-
Pens, Pencils and Correction	25	31002	PILOT G-2 RT GEL XFN BLK DZ	DZ	12	84		\$	-
Pens, Pencils and Correction	26	31020	PILOT G2 RET FINE BLACK 12	DZ	12	1,294		\$	-
Pens, Pencils and Correction	27	31021	PILOT G2 RT FINE BLU 12	DZ	12	704		\$	-
Pens, Pencils and Correction	28	31022	PEN G2 RETRACTABLE RED	DZ	12	359		\$	-
Pens, Pencils and Correction	29	31025	G2 GEL ROLLER FN GN DZ	DZ	12	1,269		\$	-
Pens, Pencils and Correction	30	31029	G2 GEL ROLLER FN PURPLE DZ	DZ	12	76		\$	-
Pens, Pencils and Correction	31	31256	PILOT G2 RETRACT GEL BOLD BK DZ	DZ	12	293		\$	-
Pens, Pencils and Correction	32	31257	PILOT G2 RETRACT GEL BOLD BE DZ	DZ	12	182		\$	-
Pens, Pencils and Correction	33	32210	EASY TOUCH RETRACTABLE FINE PT	DZ	12	240		\$	-
Pens, Pencils and Correction	34	32211	EASYTOUCH RETRACTABLE FINE PT	DZ	12	139		\$	-
Pens, Pencils and Correction	35	32220	PILOT EASY TOUCH RT MD BLK 12	DZ	12	971		\$	-
Pens, Pencils and Correction	36	32221	PEN RET BLPT EASYTCH MD BLE DZ	DZ	12	317		\$	-
Pens, Pencils and Correction	37	32222	PEN RET BLPT EASYTCH MD RED DZ	DZ	12	95		\$	-
Pens, Pencils and Correction	38	33950	UNIBALL 207 GEL RT BLK DZ	DZ	12	294		\$	-
Pens, Pencils and Correction	39	33951	SIGNO GEL 207 RT BLUE	DZ	12	141		\$	-
Pens, Pencils and Correction	40	41010	PEN GEL RT MD BK ORBITZ	DZ	12	114		\$	-
Pens, Pencils and Correction	43	49988	AVERY EGEL ROLLERBALL BLK 12PK	DZ	12	51		\$	-
Pens, Pencils and Correction	45	61256	UNI-BALL SIGNO GEL 207 RT	DZ	12	81		\$	-
Pens, Pencils and Correction	46	6330187	COMFORTMATE RT MED BLK DZ	DZ	12	54		\$	-
Pens, Pencils and Correction	47	31022	Pilot G2 retractable fine point red	DZ	12	359		\$	-
Pens, Pencils and Correction	50	89465	PM PROFILE BP BLK DZN	DZ	12	265		\$	-
Pens, Pencils and Correction	51	89466	PAPERMATE RT BP BOLD BLUE 12	DZ	12	195		\$	-
Pens, Pencils and Correction	53	9530131	PEN BALLPOINT FLEXGRIP RETRACT	DZ	12	56		\$	-
Pens, Pencils and Correction	54	BK90-A	PENDEL RSVP FN PT PEN BLK DZ	DZ	12	449		\$	-
Pens, Pencils and Correction	55	BK90-C	PENDEL RSVP FN PT PEN BLUE DZ	DZ	12	194		\$	-
Pens, Pencils and Correction	56	BK91-B	PEN BALLPOINT RSVP MED RD DZ	DZ	12	193		\$	-
Pens, Pencils and Correction	57	BK91-C	PENDEL R.S.V.P. MED BLUE 12	DZ	12	459		\$	-
Pens, Pencils and Correction	58	BK91-A	PENDEL R.S.V.P. MED BLACK 12	DZ	12	506		\$	-
Pens, Pencils and Correction	59	BK93A	RSVP RETRACTABLE BALLPOINT PE	DZ	12	745		\$	-
Pens, Pencils and Correction	60	BK93B	RSVP RETRACTABLE BALLPOINT PE	DZ	12	336		\$	-
Pens, Pencils and Correction	61	BK93C	RSVP RETRACTABLE BALLPOINT PE	DZ	12	287		\$	-
Pens, Pencils and Correction	62	BLN75C	ENERGEL DELUXE RTX GEL PEN	DZ	12	198		\$	-
Pens, Pencils and Correction	63	BU311BLK	BU3 GRIP RET. BLK BALL PEN	DZ	12	256		\$	-
Pens, Pencils and Correction	65	13902/GSFG11BK	BIC RND STIC GRP BP FINE BK DZ	DZ	12	440		\$	-
Pens, Pencils and Correction	66	20119/GSM11BK	BIC ROUND STIC MED BLK DZ	DZ	12	1,095		\$	-
Pens, Pencils and Correction	67	16699/13161	BIC ROUNDSTIC BP MED BLUE 60	PK	60	1,481		\$	-
Pens, Pencils and Correction	68	13725/GSMG11BE	ROUND STIC GRIP BP MED BLUE 12	DZ	12	829		\$	-
Pens, Pencils and Correction	69	13726/GSMG11BK	ROUNDSTIC GRIP BP MED BLACK 12	DZ	12	1,335		\$	-
Pens, Pencils and Correction	70	13889/GSMG11RD	BIC RND STIC GRP BP MED RD DZ	DZ	12	357		\$	-
Pens, Pencils and Correction	71	31564	VELOCITY GEL RETRACTABLE PEN	DZ	12	261		\$	-
Pens, Pencils and Correction	72	31563	BIC VELOCITY RET BLACK	DZ	12	367		\$	-
Pens, Pencils and Correction	73	SCSM11BLK	BIC SOFT FEEL RET BP MD BLK 12	DZ	12	216		\$	-
Pens, Pencils and Correction	74	SCSM11RED	BIC SOFT FEEL RETR MED RED DZ.	DZ	12	164		\$	-
Pens, Pencils and Correction	75	14408/VCG11BE	BIC ATLANTIS RT BP BLUE DZ	DZ	12	149		\$	-
Pens, Pencils and Correction	76	16264/VLG11BK	BIC VELOCITY RT BP MED BLK DZ	DZ	12	173		\$	-
Pens, Pencils and Correction	77	20468-CC	MARKER PERMANENT FINE 12PK BK	DZ	12	452		\$	-
Pens, Pencils and Correction	78	10403-CC	STAPLES MARKERS BLACK DX	DZ	12	1,055		\$	-

Pens, Pencils and Correction	79	13601	SHARPIE FINE INDUSTRIAL BK DZ	DZ	12	113	\$	-
Pens, Pencils and Correction	80	15001	MARKER 15001 PERMANENT BLACK	DZ	12	218	\$	-
Pens, Pencils and Correction	81	1735790	SHARPIE RT UF MARKERS BK DZ	DZ	12	70	\$	-
Pens, Pencils and Correction	82	1754463	HILITER LIQ ACCENT PEN YL DZ	DZ	12	89	\$	-
Pens, Pencils and Correction	83	1884739	SHARPIE 36CT FINE BLACK BOX	PK	36	87	\$	-
Pens, Pencils and Correction	84	1905069	MR. SKETCH SCENTED MARK AST DZ	PK	12	198	\$	-
Pens, Pencils and Correction	85	22480	FLIP CHART MARKER 8 COLOR SET	PK	8	125	\$	-
Pens, Pencils and Correction	86	25010	HIGHLIGHTER MAJOR ACCENT BLE	DZ	12	267	\$	-
Pens, Pencils and Correction	87	25025	HI-LITER 25025 BROAD TIP F/YE	DZ	12	596	\$	-
Pens, Pencils and Correction	88	25026	HIGHLIGHTER MAJOR ACCENT FLGN	DZ	12	301	\$	-
Pens, Pencils and Correction	89	28025	SHARPIE ACCENT RT YELLOW DZ	DZ	12	106	\$	-
Pens, Pencils and Correction	90	30001	SHARPIE FINE PERM BLACK 12/DZ	DZ	12	2,036	\$	-
Pens, Pencils and Correction	91	30002	SHARPIE MARKER FINE RED DZ	DZ	12	172	\$	-
Pens, Pencils and Correction	92	32001	MARKER SHARPIE TWIN TIP BLK	DZ	12	84	\$	-
Pens, Pencils and Correction	93	32701	SHARPIE RT MARKERS BLACK FINE	DZ	12	62	\$	-
Pens, Pencils and Correction	94	33001	SUPER SHARPIE MARKER BLK	DZ	12	35	\$	-
Pens, Pencils and Correction	96	37001	SHARPIE MKR ULTRA FN BLK DZ	DZ	12	462	\$	-
Pens, Pencils and Correction	97	38201	SHARPIE CHISEL DZ BLK	DZ	12	410	\$	-
Pens, Pencils and Correction	98	39100	SHARPIE METALIC SILVER DZ	DZ	12	85	\$	-
Pens, Pencils and Correction	99	64324	HILITER CHISEL TIP FLOURESCENT	DZ	12	782	\$	-
Pens, Pencils and Correction	100	64327	HIGHLIGHTER 4009 CHISEL PNK	DZ	12	364	\$	-
Pens, Pencils and Correction	101	64328	HIGHLIGHTER 4009 CHISEL BLE	DZ	12	86	\$	-
Pens, Pencils and Correction	102	64329	HIGHLIGHTER 4009 CHISEL GN	DZ	12	125	\$	-
Pens, Pencils and Correction	103	80054	12 MARKER DRY-ERASE KIT	EA	1	186	\$	-
Pens, Pencils and Correction	104	80174	EXPO CHISEL LOW ODOR ASST 4PK	PK	4	454	\$	-
Pens, Pencils and Correction	105	80653	EXPO CHISEL LO STARTER SET	EA	1	281	\$	-
Pens, Pencils and Correction	106	80678	EXPO2 8 COLOR SET	PK	8	180	\$	-
Pens, Pencils and Correction	107	81045	EXPO LOW ODOR CHISEL 16PK	PK	16	123	\$	-
Pens, Pencils and Correction	108	8410152	PAPERMATE FLAIR MED BLUE 12	DZ	12	527	\$	-
Pens, Pencils and Correction	109	8420152	PAPERMATE FLAIR MED RED 12	DZ	12	294	\$	-
Pens, Pencils and Correction	110	8430152	PAPERMATE FLAIR MED BLACK 12	DZ	12	604	\$	-
Pens, Pencils and Correction	111	8440152	PAPERMATE FLAIR MED GRN 12	DZ	12	151	\$	-
Pens, Pencils and Correction	112	8450152	MARKER 845-01 FLAIR PURPLE	DZ	12	111	\$	-
Pens, Pencils and Correction	113	SAN86001	DRY ERASE MARKER FINE BLACK	DZ	12	88	\$	-
Pens, Pencils and Correction	114	65552/BL11BE	HIGHLIGHTER BRITE LINER BRBLE	DZ	12	271	\$	-
Pens, Pencils and Correction	115	65556/BL11GR	HIGHLIGHTER BRITE LINER BRGN	DZ	12	276	\$	-
Pens, Pencils and Correction	116	65554/BL11PL	HIGHLIGHTER BRITE LINER BRPNK	DZ	12	345	\$	-
Pens, Pencils and Correction	117	65550	BIC BRITE LINER HILI YLW 12PK	DZ	12	1,395	\$	-
Pens, Pencils and Correction	118	3030131	SHARPWRITER MECH PENCL .7MM 12	DZ	12	237	\$	-
Pens, Pencils and Correction	119	51014	PENCIL MECH G2 BLACK .5MM	DZ	12	109	\$	-
Pens, Pencils and Correction	120	51015	PENCIL G2 MECHANICAL .7MM BLK	DZ	12	152	\$	-
Pens, Pencils and Correction	121	10434-CC/22749	STAPLES YELLOW #2 PENCIL 72	BX	72	682	\$	-
Pens, Pencils and Correction	122	10504/22746-CC	STAPLES 12CT YELL PENCIL 10437	DZ	12	2,281	\$	-
Pens, Pencils and Correction	123	14998	TICONDEROGA GOLF PENCL YEL 144	BX	144	728	\$	-
Pens, Pencils and Correction	124	13806	PRE-SHARPENED TICONDEROGA PEN	DZ	12	552	\$	-
Pens, Pencils and Correction	125	73015	ERASER ARROWHEAD PENCIL PNK	BX	144	276	\$	-
Pens, Pencils and Correction	126	GSM609BK	BIC ROUNDSTIC BP MED BLACK 60	PK	60	4,835	\$	-
Pens, Pencils and Correction	127	30001	PEN BALLPT RETRACTABLE BL FN	DZ	12	54	\$	-
Pens, Pencils and Correction	128	VLG11BL	BIC VELOCITY RT BP MED BLU DZ	DZ	12	100	\$	-
Pens, Pencils and Correction	130	30003	SHARPIE MARKER FINE BLU DZ	DZ	12	94	\$	-
School Paper	1	37427M	STPLS FLLR PPR CR 8X10.5 120CT	PK	120	541	\$	-
School Paper	2	37426M	STPLS FLLR PPR WR 8X10.5 120CT	PK	120	566	\$	-

School Paper	3	14557M	STPLS COMP BK BLK/WHT WR 100	EA	1	8,519		\$	-
School Supplies	1	520008	CRAYOLA 8 CT CRAYONS-TUCK BOX	BX	8	1,074		\$	-
School Supplies	2	14557CT	COMP BOOK 7.5X9.75 48PK	CT	48	28		\$	-
School Supplies	5		POST IT FLAGS 1 PORT PACK	PL	2	110		\$	-
School Supplies	6		STPLS COMP BK BLK/WHT CR 100	EA	1	402		\$	-
Specialty Paper Products	1	34694-CC	STAPLES CARBON PAPER 8.5X11 10	BX	100	183		\$	-
Specialty Paper Products	2	8360513	Kodak prem 8.5x11 gloss 50/pk	PK	50	128		\$	-
Specialty Paper Products	3	964C	PARCHMENT PAPER BLUE 24LB LTR	BX	500	38		\$	-
Specialty Paper Products	4	984C	FINE PARCH PPR IVR 500CT 24LB	BX	500	30		\$	-
Specialty Paper Products	6	S041667	EPS PREM 8.5X11 GLOSS 50/PK	PK	50	17		\$	-
Specialty Paper Products	7	82341	PAPER VELLUM COVER GRAY LETTER	PK	250	50		\$	-
Specialty Paper Products	8	HAM120037A	PAPER COVER 17X11 WE	PK	250	25		\$	-
Specialty Paper Products	9	934400	PARCHMENT CERTIFICATE PAPER	PK	100	77		\$	-
Technology Products	1	30252	LABELS ADDRESS LABELWRITER-WE	BX	700	1,344		\$	-
Technology Products	2	30256	LABELS SHIP LABELWRITER WE	BX	300	56		\$	-
Technology Products	3	30320	LABELS ADDRESS WHT HI CAPACITY	BX	520	109		\$	-
Technology Products	4	30321	LARGE ADDRESS LBL 1-4/10X3-1/2	BX	520	594		\$	-
Technology Products	5	30323	LABEL SHIPPING WHT 1 ROLL/220	BX	220	198		\$	-
Technology Products	6	30327	LABELWRITER LBL FILE FLDR WHT	BX	260	510		\$	-
Technology Products	7	13978/4150	MULTI 1 1/8X3 1/2 LBL	BX	260	347		\$	-
Technology Products	8	45013	TAPE 45013 BLACK ON WHITE	EA	1	324		\$	-
Technology Products	9	45803	DYMO TAPE BLACK ON WHITE 3/4IN	EA	1	52		\$	-
Technology Products	10	91331	LABEL TAPE WHITE/PLASTIC LETRA	EA	1	181		\$	-
Technology Products	11	DK2211	TAPE LABEL 1-1/7IN CONT.LENGTH	RL	1	25		\$	-
Technology Products	12	M2312PK	BROTHER 1/2 BLK/WHITE 2PK TAPE	PK	2	49		\$	-
Technology Products	13	PCIMAGLHBK	MAGNETIC LABEL HOLDERS BLACK	PK	10	64		\$	-
Technology Products	14	PCIMAGLHGY	MAGNETIC LABEL HOLDERS GRAY	PK	10	26		\$	-
Technology Products	15	TZE-2312PK	BROTHER TZE-2312PK 12MM BKWHT	PK	2	427		\$	-
Technology Products	16	TZE-241	P-TCH TAPE 3/4IN BLK/WHT	EA	1	166		\$	-
Technology Products	17	TZE-251	TAPE LABEL 1 IN BLK/WHT	EA	1	125		\$	-
Technology Products	19	910-001601	LOGITECH M100 MOUSE BLK	EA	1	627		\$	-
Technology Products	6	B2M-00012	NATURAL ERGO KEYBOARD 4000	EA	1	319		\$	-
Technology Products	20	920002836	Logitech wireless keyboard and mouse	EA	1	1,208		\$	-
Technology Products	21	13618	STAPLES BLK GEL MOUSE REST	EA	1	648		\$	-
Technology Products	22	9178201	FELLOWES BLACK WRIST REST	EA	1	133		\$	-
Technology Products	23	382955-CC	MOUSE PAD BK	EA	1	1,174		\$	-
Technology Products	24	10145	FOOTREST ADJUSTABLE ROTATING	EA	1	54		\$	-
Technology Products	26	9252001	PLUSH TOUCH MOUSEPAD WRISTREST	EA	1	159		\$	-
Technology Products	27	9252101	PLUSH TOUCH WRIST REST	EA	1	90		\$	-
Technology Products	28	MA260MB	DUAL MONITOR ARM EASY ADJUST	EA	1	2		\$	-
Technology Products	29	MS80B	ADJUSTABLE MNTR STND SLV BLK	EA	1	43		\$	-
Technology Products	30	MS90B	EXTRA WIDE MONITOR STAND	EA	1	26		\$	-
Technology Products	31	MW209MB	FOAM MOUSEPAD WRISTREST	EA	1	95		\$	-
Technology Products	33	PF19.0	FILTER PRIVACY19IN LCD DISPLAY	EA	1	48		\$	-
Technology Products	34	PF22.0W	FILTER PRIVACY 22 EACH	EA	1	35		\$	-
Technology Products	36	PF319	LT WEIGHT LCD PRIVACYFILTER 19	EA	1	24		\$	-
Technology Products	37	PF322W	LT WEIGHT LCD PRIVACYFILTER22W	EA	1	5		\$	-
Technology Products	38	PF324W	LTWEIGT PRIV FILTER DESKTOPLCD	EA	1	5		\$	-
Technology Products	39	WR310LE	3M BLACK GEL WRIST REST	EA	1	46		\$	-
Technology Products	40	WR420LE	WRIST REST PLATFORM WADIST GEL	EA	1	21		\$	-
Technology Products	41	WR422LE	WRIST REST W/MOUSE PAD ADJ GEL	EA	1	17		\$	-
Technology Products	42	SPL-TXC10UA	10SH XCUT SPACE-SAVER SHREDDER	EA	1	4		\$	-

Technology Products	43	SPL-TMC162A	SPLS 16 SHEET MICRO CUT SHRDR	EA	1	45	\$	-
Technology Products	44	SPL-NXC18UA	STAPLES 18 SHEET XCUT SHREDDER	EA	1	9	\$	-
Technology Products	47	1758605	GDX2019 JAM FREE CROSS CUT	EA	1	3	\$	-
Technology Products	48	4683002/4683001	POWERSHRED 84CI XCUT SHREDDER	EA	1	15	\$	-
Technology Products	49	3229901/3229914	FELLOWES SB-99CI CROSS CUT	EA	1	14	\$	-
Technology Products	50	3312501	FELLOWES 125CI XCUT PWRSHREDDR	EA	1	1	\$	-
Technology Products	51	3322001	FELLOWES 225I STRPCUT SHREDDR	EA	1	2	\$	-
Technology Products	52	35250	FELLOWES SHREDDER OIL 12OZ	EA	1	82	\$	-
Technology Products	53	3605801	SHREDDER WASTEBAGS/C420/C480	BX	50	26	\$	-
Technology Products	54	3825001	POWERSHRED C-225CI CROSS CUT	EA	1	6	\$	-
Technology Products	56	4606001	POWERSHRED 60CS XCUT SHREDDER	EA	1	18	\$	-
Technology Products	58	5736601	SATURN 3I 125 12.5IN LAMINATOR	EA	1	21	\$	-
Technology Products	59	3100L	GBC FUSION 3100L 12IN LAMINATR	EA	1	9	\$	-
Technology Products	60	5000L	GBC FUSION 5000L 12IN LAMINATR	EA	1	6	\$	-
Technology Products	61	DBL561200	STAND DSPLY MDLR 10PNL ASSRTD	EA	1	21	\$	-
Technology Products	62	03201	CORD W/TWISTOP	EA	1	52	\$	-
Technology Products	63	26716-01	26716-01-G	EA	1	24	\$	-
Technology Products	64	86305-01	PLANTRONICS DECT WRLSS HEADSET	EA	1	13	\$	-
Technology Products	65	8469301	PLANTRONICS CS540 HEADSET	EA	1	84	\$	-
Technology Products	66	64338-31	HEADSET NOISE CANCELLING SUPRA	EA	1	80	\$	-
Technology Products	67	65145-03	PLANTRONICS TELEPHONE HEADSET	EA	1	298	\$	-
Technology Products	68	SPL-130	STPLS 130 MINI HAND 8 DIGIT	EA	1	410	\$	-
Technology Products	69	DR210TMBK	CASIODR210TM-BK PRINT CALC	EA	1	69	\$	-
Technology Products	70	EL1197PIII	SHARP EL-1197PIII PRINT CALC	EA	1	24	\$	-
Technology Products	71	0181B001	CANON P170 PRINTING CALCULATOR	EA	1	13	\$	-
Technology Products	72	EL2630PIII	SHARP EL-2630PIII PRINT CALC	EA	1	10	\$	-
Technology Products	73	HR100TM	CASIO PRINTING CALCULATOR	EA	1	61	\$	-
Technology Products	75	TI30XIIS	TI-30SXIIIS SCIENTIFIC BLUE CAL	EA	1	90	\$	-
Technology Products	76	FAX2840	BROTHER INTELLIFAX 2840	EA	1	9	\$	-
Technology Products	77	PPF4750E	BROTHER 4750E LASER FAX	EA	1	3	\$	-
Technology Products	80	LOG980000028	SPEAKER SYS S-150	EA	1	60	\$	-
Technology Products	81	33137	KENSINGTON HI-FI HEADPHONES	EA	1	264	\$	-
Technology Products	82	1738976	DYMO LM 210D LABELER	EA	1	20	\$	-
Technology Products	83	1752264	LW450 LABELWRITER	EA	1	185	\$	-
Technology Products	84	1752265	DYMO LABELWRITER 450 TURBO	EA	1	65	\$	-
Technology Products	85	1752266	DYMO LABELWRITER 450 TWIN TURB	EA	1	60	\$	-
Technology Products	86	1752267	DYMO LW450 DUO	EA	1	8	\$	-
Technology Products	87	21455	DYMO PLUS LABELER	EA	1	35	\$	-
Technology Products	93	ERC38B	RIBBON POS TM300 ERC38	EA	1	342	\$	-
Technology Products	94	5007522	FALCON DUST DESTROYER 7OZ 2PK	PK	2	492	\$	-
Technology Products	95	DPSJB-12	DUST-OFF 3.5OZ	EA	1	150	\$	-
Technology Products	96	1861GR	UNDER DESK PRINTER STAND	EA	1	15	\$	-
Technology Products	97	VER94554	Verbaim DR-R 100/pk	PK	100	198	\$	-
Technology Products	98	98335	CASE JEWEL SLIM 100/PK	PK	100	32	\$	-
Technology Products	99	12735	STAPLES 100PK DVD-R SPINDLE	PK	100	561	\$	-
Technology Products	103	64325	KSGN 64325 TRACKBALL MOUSE	EA	1	14	\$	-
Technology Products	104	64327	KSGN 64327 TRACKBALL MOUSE	EA	1	30	\$	-
Technology Products	107	910-000806	TRACKMAN MARBLE MOUSE	EA	1	66	\$	-
Technology Products	108	910-001350	LOGI R800 PREFESSIONAL PRESENT	EA	1	32	\$	-
Technology Products	109	910-001354	LOGI WIRELESS PRESENTER R400	EA	1	101	\$	-
Technology Products	110	910-001675	LOGITECH M310 WRLSS MOUSE SLVR	EA	1	230	\$	-
Technology Products	111	910-001799	WIRELESS TRACKBALL M570	EA	1	109	\$	-

Technology Products	112	910-001822	LOGITECH M510 WIRELESS MOUSE	EA	1	157		\$	-
Technology Products	113	910-002651	LOGITECH M325 WIRELESS MSE RED	EA	1	61		\$	-
Technology Products	114	910-002696	LOGITECH M525 WIRELESS MSE BLK	EA	1	59		\$	-
Technology Products	116	910-002974	LOGITECH M325 BLACK	EA	1	663		\$	-
Technology Products	117	910-003120	LOGI WRLS MOUS M325 VIVID VIOL	EA	1	50		\$	-
Technology Products	118	920-002416	LOGITECH MK710 WRLSS COMBO	EA	1	24		\$	-
Technology Products	119	920-002478	LOGI K120 CORDED KEYBOARD	EA	1	458		\$	-
Technology Products	120	920-002553	LOGITECH WIRELESS COMBO MK520	EA	1	145		\$	-
Technology Products	121	920-002555/0264	LOGI WAVE WLESS KEYBRD/MOUSE	EA	1	140		\$	-
Technology Products	122	920-002565	DESKTOP MK120 KEYBOARD&MOUSE	EA	1	97		\$	-
Technology Products	123	920002836	LOGITECH WIRELESS MK320	EA	1	1,208		\$	-
Technology Products	124	920-004088	LOGI K360 WRLESS KEYBOARD	EA	1	126		\$	-
Technology Products	125	980-000417	LOGITECH Z130 PC SPEAKERS	EA	1	113		\$	-
Technology Products	126	981-000014	LOGITECH H390 HEADSET	EA	1	309		\$	-
Technology Products	127	981-000341	LOGITECH H600 WIRELESS HEADSET	EA	1	37		\$	-
Technology Products	128	HWL7300/7200	Honeywell energy smart cool touch heater	EA	1	45		\$	-
Technology Products	129	17651	SPLS 6 OUTLET PWR STRIP 6FT	EA	1	722		\$	-
Technology Products	130	GMF-00030	MS WMM3500 BLACK	EA	1	97		\$	-
Technology Products	131	M7J-00001	MICROSOFT WIRELESS DESKTOP 2000	EA	1	31		\$	-
Technology Products	132	24498	SPLS STANDARD 60L 709J SURGE	EA	1	108		\$	-
Technology Products	133	24499	SPLS STANDARD 70L SURGE	EA	1	226		\$	-
Technology Products	134	PA410U1	TARGUS DEFCON CL CABLE LOCK	EA	1	33		\$	-
Technology Products	135	TRPTLP604	TRIPPLITETLP604 SURGEPROTECTOR	EA	1	60		\$	-
Technology Products	136	573	3M SPRAY DESK CLEANER	EA	1	239		\$	-
Technology Products	137	15949	Clorox disinfecting wipes fresh scent	PK	75	5,010		\$	-
Technology Products	149	11520377	SONY NOISE CANCELLING HDPHONES	EA	1	56		\$	-
Technology Products	150	STDR2000100	SEAGATE BCKUP+ SLIM 2TB HD BLK	EA	1	42		\$	-
Technology Products	152	STDR1000100	SEAGATE BACKP+ SLIM 1TB HD BLK	EA	1	112		\$	-
Technology Products	155	STDR4000100	SEAGATE 4TB BACKUP+ HARD DRIVE	EA	1	10		\$	-
Technology Products	156	SDCZ60-032G-A46	SANDISK CRUZER GLIDE 32GB USB	EA	1	175		\$	-
Technology Products	157	23420	WRLS OPTICAL BLK MSE	EA	1	224		\$	-
Technology Products	160	97693	VERBATIM DVD+R DL PRINTABLE	EA	1	60		\$	-
Technology Products	161	SDCZ60-016G-A46	SANDISK CRUZER GLIDE 16GB USB	EA	1	359		\$	-
Technology Products	162	97177	VERBATIMDVD-R LIFESERIES 100PK	PK	100	98		\$	-
Technology Products	163	SDCZ60-064G-A46	SANDISK CRUZER GLIDE 64GB USB	EA	1	95		\$	-
Technology Products	165	29747-US	SPLS HDMI-VGA ADPT	EA	1	333		\$	-
Technology Products	166	98938	VERBATIM 8X DVD/CD RW DRIVE	EA	1	39		\$	-
Technology Products	167	RA2876	12FT HDMI TO HDMI M/M HIGH	EA	1	130		\$	-
Technology Products	169	KV8906	SWISSGEAR GRANADA 17 WHEELED	EA	1	15		\$	-
Technology Products	170	22406	WIRED MULTIMEDIA KEYBOARD	EA	1	156		\$	-
Technology Products	171	RRTRR1243	CLEANER KEYBOARD SWAB 24/BOX	BX	24	123		\$	-
Technology Products	172	3544093	RECHARG WL MED GRD WHT	EA	1	10		\$	-
Technology Products	173	96317	VERBATIM 16GB USB DRIVE- RED	EA	1	164		\$	-
Technology Products	174	SDCZ600-064G-A4	SANDISK ULTRA 64GB USB 3.0	EA	1	91		\$	-
Technology Products	177	99146	VRBTM 5PK 8GB PINSTRIPE 2.0	PK	5	520		\$	-
Technology Products	179	959065/23415	SPLS MID SIZE WIRED OPTICAL MS	EA	1	347		\$	-
Technology Products	180	LJDTT16GABNL	LEXAR TWISTTURN 16GB USB FLASH	EA	1	196		\$	-
Technology Products	181	49063	16GB PINSTRIPE USB DRIVE	EA	1	228		\$	-
Technology Products	182	27996	STAPLES 32GB FLASH DRIVE 3.0	EA	1	124		\$	-
Technology Products	183	LJDTT32GABNL	LEXAR TWISTTURN 32GB USB FLASH	EA	1	193		\$	-
Technology Products	185	HDDVIMF8IN	HDMI TO DVI-D VIDEO CABLE ADA	EA	1	312		\$	-
Technology Products	186	TOTHHDMH6F04	TV HDMI CABLE M/M 6FT	EA	1	388		\$	-

Technology Products	187	TOTHHDMDV3M1	HDMI TO DVI CABLE M/M 10FT	EA	1	102		\$	-
Toner OEM (except Hewlett Packard)	1	106R01373	XEROX 106R01373 BLACK TONER	EA	1	15		\$	-
Toner OEM (except Hewlett Packard)	3	12015SA	LEXMARK 12015SA BLACK TONER	EA	1	20		\$	-
Toner OEM (except Hewlett Packard)	4	12A7405	LEXMARK E321 6K PREBATE TONER	EA	1	1		\$	-
Toner OEM (except Hewlett Packard)	6	1509B002	CANON PGI-35 BLACK INK	EA	1	44		\$	-
Toner OEM (except Hewlett Packard)	7	1509B007	CANON PGI35/CLI-36 2 BLK/1CLR	PK	3	9		\$	-
Toner OEM (except Hewlett Packard)	8	3500B001AA	CANON 128 BLACK TONER	EA	1	8		\$	-
Toner OEM (except Hewlett Packard)	9	U34709	RICOH BLACK TONER CARTRIDGE	EA	1	28		\$	-
Toner OEM (except Hewlett Packard)	10	406344	RICOH 406344 BLK HY TONER CART	EA	1	32		\$	-
Toner OEM (except Hewlett Packard)	11	406345	RICOH C310A (406345) TONER CYA	EA	1	22		\$	-
Toner OEM (except Hewlett Packard)	12	406346	RICOH C310A (406346) TONER MAG	EA	1	18		\$	-
Toner OEM (except Hewlett Packard)	13	406347	RICOH C310A (406347) TONER YEL	EA	1	22		\$	-
Toner OEM (except Hewlett Packard)	14	406475	RICOH 406475 BK HY TONER CART	EA	1	55		\$	-
Toner OEM (except Hewlett Packard)	15	406476	RICOH 406476 CN HY TONR CART	EA	1	34		\$	-
Toner OEM (except Hewlett Packard)	16	406477	RICOH 406477 MG HY TONER CART	EA	1	25		\$	-
Toner OEM (except Hewlett Packard)	17	406683	RICOH SP5200A TONER BLACK	EA	1	21		\$	-
Toner OEM (except Hewlett Packard)	18	406989	RICOH 406989 TNR CART BLK HY	EA	1	781		\$	-
Toner OEM (except Hewlett Packard)	19	RIC406997	TONER CTRG SP4100N RICOH BLACK	EA	1	176		\$	-
Toner OEM (except Hewlett Packard)	21	64015HA	TONER LASER HI YLD RET PRGM T6	EA	1	5		\$	-
Toner OEM (except Hewlett Packard)	22	64015SA	TONER LASER T640 RET PRGM CART	EA	1	4		\$	-
Toner OEM (except Hewlett Packard)	23	70C1HC0	LEXMARK 701HC HY RETURN CYAN	EA	1	22		\$	-
Toner OEM (except Hewlett Packard)	24	70C1HK0	LEXMARK 701HK HY RETURN BLACK	EA	1	24		\$	-
Toner OEM (except Hewlett Packard)	25	70C1HM0	LEXMARK 701HM HY RETURN MAGENT	EA	1	23		\$	-
Toner OEM (except Hewlett Packard)	26	70C1HY0	LEXMARK 701HY HY RETURN YELLOW	EA	1	22		\$	-
Toner OEM (except Hewlett Packard)	27	PN6701	PRINT CARTRIDGE BLACK SP C430A	EA	1	13		\$	-
Toner OEM (except Hewlett Packard)	28	PN6703	PRINT CARTRIDGE MAGENTA SPC430	EA	1	6		\$	-
Toner OEM (except Hewlett Packard)	31	DR-350	BROTHER DR350 DRUM	EA	1	4		\$	-
Toner OEM (except Hewlett Packard)	33	E250A11A	LEXMARK E250A11A BLACK TONER	EA	1	6		\$	-
Toner OEM (except Hewlett Packard)	34	T650A11A	LEXMARK T650A11A RETURN TONER	EA	1	440		\$	-
Toner OEM (except Hewlett Packard)	36	T650H11A	LEXMARK T650H11A RTN TONER HY	EA	1	2		\$	-
Toner OEM (except Hewlett Packard)	37	T654X11A	LEXMARK T654X11A RTN TONER XHY	EA	1	69		\$	-
Toner OEM (except Hewlett Packard)	38	TN-350	BROTHER TN350 BLACK TONER	EA	1	26		\$	-
Toner OEM (except Hewlett Packard)	39	TN3502PK	BROTHER TN350 BLACK TONER 2PK	PK	2	4		\$	-
Toner OEM (except Hewlett Packard)	40	TN420	BROTHER TN420 BLACK TONER	EA	1	57		\$	-
Toner OEM (except Hewlett Packard)	41	TN450	BROTHER TN450 HY BLACK TONER	EA	1	70		\$	-
Toner OEM (except Hewlett Packard)	43	TN570	BROTHER TN570 BLACK TONER	EA	1	8		\$	-
Toner OEM (except Hewlett Packard)	44	TN650	BROTHER TN650 BLACK TONER HY	EA	1	6		\$	-
Toner OEM (except Hewlett Packard)	45	TN750	BROTHER TN750 BLACK TONER HY	EA	1	7		\$	-
Toner OEM (except Hewlett Packard)	51	7621A001AA	TONER LC710	EA	1	7		\$	-
Toner OEM (except Hewlett Packard)	52	7833A001AA	CANON S35 TONER	EA	1	2		\$	-
Toner OEM (except Hewlett Packard)	53	DR400	DR400 DRUM FOR MFC8300	EA	1	37		\$	-
Toner OEM (except Hewlett Packard)	54	BRTPC201	BROTHER PC201 BLACK INK	EA	1	24		\$	-
Toner OEM (except Hewlett Packard)	55	TN430	BROTHER TN430 BLACK TONER	EA	1	65		\$	-
Toner OEM (except Hewlett Packard)	56	TN460	BROTHER TN460 BLACK TONER	EA	1	57		\$	-
Toner-OEM (Except Hewlett Packard)	57	006R01159	CRTDG TNR A3 WC5330/35 30K	EA	1	4		\$	-
Toner-OEM (Except Hewlett Packard)	58	52D0Z00	LEXMARK 52D0Z00 IMAGING UNIT	EA	1	6		\$	-
Toner-OEM (Hewlett Packard)	59	CB388A	HP MAINT KIT P4014/4015/4515	EA	1	5		\$	-
Toner-OEM (Hewlett Packard)	60	Q5421A	MAINT KIT 4240/4250/4350	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	62	SEB27XR	SEB reman toner 27x HY	EA	1	59		\$	-
Toner-OEM (Hewlett Packard)	63	C7115A	HP C7115A BLACK TONER	EA	1	15		\$	-
Toner-OEM (Hewlett Packard)	64	C7115X	HP 15X HY BLACK TONER	EA	1	17		\$	-
Toner-OEM (Hewlett Packard)	65	C8061X	HP 61X HY BLACK TONER	EA	1	12		\$	-

Toner-OEM (Hewlett Packard)	66	C8543X	CARTRIDGE LJ SMART PRINT BK	EA	1	24		\$	-
Toner-OEM (Hewlett Packard)	68	C9720A	HP C9720A BLACK TONER	EA	1	15		\$	-
Toner-OEM (Hewlett Packard)	69	C9721A	HP C9721A CYAN TONER	EA	1	8		\$	-
Toner-OEM (Hewlett Packard)	70	C9722A	HP C9722A YELLOW TONER	EA	1	8		\$	-
Toner-OEM (Hewlett Packard)	71	C9723A	HP C9723A MAGENTA TONER	EA	1	10		\$	-
Toner-OEM (Hewlett Packard)	72	C9730A	HP C9730A TONER BLACK	EA	1	18		\$	-
Toner-OEM (Hewlett Packard)	73	C9731A	HP C9731A TONER CYAN	EA	1	15		\$	-
Toner-OEM (Hewlett Packard)	74	C9732A	HP C9732A TONER YELLOW	EA	1	16		\$	-
Toner-OEM (Hewlett Packard)	75	C9733A	HP C9733A TONER MAGENTA	EA	1	17		\$	-
Toner-OEM (Hewlett Packard)	76	CB380A	HP COLOR LAREJET CB380A	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	77	CB381A	HP COLOR LASERJET CB381A	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	78	CB382A	HP COLOR LASERJET CB382A	EA	1	1		\$	-
Toner-OEM (Hewlett Packard)	79	CB383A	HP COLOR LASERJET CB383A	EA	1	1		\$	-
Toner-OEM (Hewlett Packard)	80	CB384A	HP COLOR LASER JET BLACK DRUM	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	81	CB385A	HP LASERJET CB385A CYAN DRUM	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	82	CB386A	HP COLOR LASER JET YEL DRUM	EA	1	1		\$	-
Toner-OEM (Hewlett Packard)	83	CB387A	HP COLOR LASERJET CB387A	EA	1	2		\$	-
Toner-OEM (Hewlett Packard)	84	CB435A	HP CB435A BLACK-TONER	EA	1	314		\$	-
Toner-OEM (Hewlett Packard)	85	CB436A	HP LASER JET CB436 FAM.PRTCART	EA	1	5		\$	-
Toner-OEM (Hewlett Packard)	86	CB436D	HP 36A BLACK TONER 2PK	PK	1	4		\$	-
Toner-OEM (Hewlett Packard)	87	CC364A	HP CC364A BLACK TONER	EA	1	66		\$	-
Toner-OEM (Hewlett Packard)	88	CC364AG	HP LASERJET CC364AG TONER BLK	EA	1	12		\$	-
Toner-OEM (Hewlett Packard)	89	CC364X	HP 64X HY BLACK TONER	EA	1	16		\$	-
Toner-OEM (Hewlett Packard)	90	CC364XD	HP 64X HY BLACK TONER 2PK	PK	1	8		\$	-
Toner-OEM (Hewlett Packard)	91	CC530A	HP CC530A TONER BLACK	EA	1	8		\$	-
Toner-OEM (Hewlett Packard)	92	CC530AD	HP 304A BLACK TONER 2PK	PK	1	2		\$	-
Toner-OEM (Hewlett Packard)	93	CC531A	HP CC531A TONER CYAN	EA	1	9		\$	-
Toner-OEM (Hewlett Packard)	94	CC532A	HP CC532A TONER YELLOW	EA	1	8		\$	-
Toner-OEM (Hewlett Packard)	95	CC533A	HP CC533A TONER MAGENTA	EA	1	8		\$	-
Toner-OEM (Hewlett Packard)	96	CE250A	LASERJET CE250A BLACK TONER	EA	1	35		\$	-
Toner-OEM (Hewlett Packard)	97	CE250X	HP 504X HY BLACK TONER	EA	1	28		\$	-
Toner-OEM (Hewlett Packard)	98	CE251A	HP CE251A TONER CYAN	EA	1	45		\$	-
Toner-OEM (Hewlett Packard)	99	CE252A	HP CE252A TONER YELLOW	EA	1	39		\$	-
Toner-OEM (Hewlett Packard)	100	CE253A	HP CE253A TONER MAGENTA	EA	1	36		\$	-
Toner-OEM (Hewlett Packard)	101	CE255A	HP CE255A BLACK TONER	EA	1	110		\$	-
Toner-OEM (Hewlett Packard)	102	CE255X	HP 55X HY TONER BLACK	EA	1	78		\$	-
Toner-OEM (Hewlett Packard)	103	CE255XD	HP 55X HY BLACK TONER 2PK	PK	2	6		\$	-
Toner-OEM (Hewlett Packard)	104	CE260A	HP COLOR LASERJET CE260A BLACK	EA	1	18		\$	-
Toner-OEM (Hewlett Packard)	105	CE260X	HP 649X HY BLACK TONER	EA	1	16		\$	-
Toner-OEM (Hewlett Packard)	106	CE261A	HP CE261A TONER CYAN	EA	1	27		\$	-
Toner-OEM (Hewlett Packard)	107	CE262A	HP CE262A TONER YELLOW	EA	1	22		\$	-
Toner-OEM (Hewlett Packard)	108	CE263A	HP CE263A TONER MAGENTA	EA	1	23		\$	-
Toner-OEM (Hewlett Packard)	109	CE270A	HP CE270A BLK CARTRIDGE	EA	1	7		\$	-
Toner-OEM (Hewlett Packard)	110	CE271A	HP CE271A CYAN CARTRIDGE	EA	1	4		\$	-
Toner-OEM (Hewlett Packard)	111	CE272A	HP CE272A YELLOW CARTRIDGE	EA	1	4		\$	-
Toner-OEM (Hewlett Packard)	112	CE273A	HP CE273A MAGENTA CARTRIDGE	EA	1	3		\$	-
Toner-OEM (Hewlett Packard)	113	CE278A	HP 78A TONER	EA	1	564		\$	-
Toner-OEM (Hewlett Packard)	114	CE285A	HP 85A TONER	EA	1	563		\$	-
Toner-OEM (Hewlett Packard)	115	CE310AD	HP 126A BLACK TONER 2PK	PK	2	4		\$	-
Toner-OEM (Hewlett Packard)	116	CE390X	HP 90X HY BLACK TONER	EA	1	14		\$	-
Toner-OEM (Hewlett Packard)	117	CE400A	HP 507A BLACK TONER (CE400A)	EA	1	36		\$	-
Toner-OEM (Hewlett Packard)	118	CE400X	HP 507X HY BLACK TONER	EA	1	22		\$	-

Toner-OEM (Hewlett Packard)	119	CE401A	HP CE401A TONER CYAN	EA	1	45	\$	-
Toner-OEM (Hewlett Packard)	120	CE402A	HP CE402A TONER YELLOW	EA	1	38	\$	-
Toner-OEM (Hewlett Packard)	121	CE403A	HP CE403A TONER MAGENTA	EA	1	40	\$	-
Toner-OEM (Hewlett Packard)	122	CE410A	HP 305A BLACK TONER	EA	1	15	\$	-
Toner-OEM (Hewlett Packard)	123	CE411A	HP CE411A TONER CYAN	EA	1	9	\$	-
Toner-OEM (Hewlett Packard)	124	CE412A	HP CE412A TONER YELLOW	EA	1	11	\$	-
Toner-OEM (Hewlett Packard)	125	CE413A	HP CE413A TONER MAGENTA	EA	1	13	\$	-
Toner-OEM (Hewlett Packard)	126	CE505A	HP CE505A BLACK TONER CARTRIDG	EA	1	432	\$	-
Toner-OEM (Hewlett Packard)	127	CE505D	HP 05A BLACK TONER 2PK	BX	2	151	\$	-
Toner-OEM (Hewlett Packard)	128	CE505X	HP 05X HY BLACK TONER	EA	1	160	\$	-
Toner-OEM (Hewlett Packard)	129	CE505XD	HP 05X HY BLACK TONER 2PK	PK	2	20	\$	-
Toner-OEM (Hewlett Packard)	130	CF280A	HP 80A BLACK TONER	EA	1	141	\$	-
Toner-OEM (Hewlett Packard)	131	CF280X	HP 80X HY BLACK TONER	EA	1	30	\$	-
Toner-OEM (Hewlett Packard)	132	CF280XD	HP 80X HY BLACK TONER 2PK	PK	2	17	\$	-
Toner-OEM (Hewlett Packard)	133	CF341A	HP 126A C/M/Y COLOR TONER 3PK	PK	3	5	\$	-
Toner-OEM (Hewlett Packard)	134	CF370AM	HP 305A C/M/Y COLOR TONER 3PK	PK	3	13	\$	-
Toner-OEM (Hewlett Packard)	135	Q2610A	HP Q2610A BLACK TONER	EA	1	3	\$	-
Toner-OEM (Hewlett Packard)	136	Q2612A	HP LASERJET Q2612A CART	EA	1	107	\$	-
Toner-OEM (Hewlett Packard)	137	Q2612D	HP12A BLACK TONER 2PK	PK	2	65	\$	-
Toner-OEM (Hewlett Packard)	138	Q2613X	HP 13X HY BLACK TONER	EA	1	22	\$	-
Toner-OEM (Hewlett Packard)	139	Q5942A	HP Q5942A BLACK TONER	EA	1	21	\$	-
Toner-OEM (Hewlett Packard)	140	Q5942X	HP 42X HY BLACK TONER	EA	1	12	\$	-
Toner-OEM (Hewlett Packard)	141	Q5942XD	HP 42X HY BLACK TONER 2PK	PK	2	3	\$	-
Toner-OEM (Hewlett Packard)	142	Q5949A	HP 49A TONER	EA	1	103	\$	-
Toner-OEM (Hewlett Packard)	143	Q5949X	HP 49X HY BLACK TONER	EA	1	42	\$	-
Toner-OEM (Hewlett Packard)	144	Q5949XD	HP 49X BLACK TONER 2PK	PK	2	2	\$	-
Toner-OEM (Hewlett Packard)	145	Q5950A	HP Q5950A TONER BLACK	EA	1	16	\$	-
Toner-OEM (Hewlett Packard)	146	Q5951A	HP Q5951A TONER CYAN	EA	1	17	\$	-
Toner-OEM (Hewlett Packard)	147	Q5952A	HP Q5952A TONER YELLOW	EA	1	14	\$	-
Toner-OEM (Hewlett Packard)	148	Q5953A	HP Q5953A TONER MAGENTA	EA	1	10	\$	-
Toner-OEM (Hewlett Packard)	150	Q6470A	HP Q6470A TONER BLACK	EA	1	7	\$	-
Toner-OEM (Hewlett Packard)	151	Q6471A	HP Q6471A CYAN TONER	EA	1	5	\$	-
Toner-OEM (Hewlett Packard)	152	Q6472A	HP Q6472A YELLOW TONER	EA	1	3	\$	-
Toner-OEM (Hewlett Packard)	153	Q6473A	HP Q6473A MAGENTA TONER	EA	1	3	\$	-
Toner-OEM (Hewlett Packard)	154	Q6511X	HP 11X HY BLACK TONER	EA	1	1	\$	-
Toner-OEM (Hewlett Packard)	155	Q7551A	HP Q7551A BLACK TONER	EA	1	6	\$	-
Toner-OEM (Hewlett Packard)	157	Q7553A	HP Q7553A BLACK TONER	EA	1	99	\$	-
Toner-OEM (Hewlett Packard)	158	Q7553X	HP 53X BLACK TONER	EA	1	13	\$	-
Toner-OEM (Hewlett Packard)	159	Q7553XD	HP 53X BLACK TONER 2PK	PK	2	11	\$	-
Toner-OEM (Hewlett Packard)	160	Q7581A	HP Q7581A TONER CYAN	EA	1	2	\$	-
Toner-OEM (Hewlett Packard)	164	Q7502A-REF	REFURB HP Q7502A FUSER ASSY	EA	1		\$	-
Toner-OEM (Hewlett Packard)	165	Q7551XC	HP Q7551XC TONER BLACK	EA	1		\$	-
Toner-OEM (Hewlett Packard)	166	Q7553XC	HP Q7553XC TONER BLACK	EA	1		\$	-
Toner-OEM (Hewlett Packard)	167	CE263AC	HP CE263AC TONER MAGENTA	EA	1		\$	-
Toner-OEM (Hewlett Packard)	168	CE262AC	HP CE262AC TONER YELLOW	EA	1		\$	-
Toner-OEM (Hewlett Packard)	169	CF214XC	HP CF214XC TONER CART BLACK	EA	1		\$	-
Toner-OEM (Hewlett Packard)	170	Q5952AC	HP Q5952AC TONER YELLOW	EA	1		\$	-
Toner-OEM (Hewlett Packard)	171	Q5951AC	HP Q5951AC TONER CYAN	EA	1		\$	-
Toner-OEM (Hewlett Packard)	172	CC530AC	HP CC530AC TONER BLACK	EA	1		\$	-
Toner-OEM (Hewlett Packard)	173	CC531AC	HP CC531AC TONER CYAN	EA	1		\$	-
Toner-OEM (Hewlett Packard)	174	CC532AC	HP CC532AC TONER YELLOW	EA	1		\$	-
Toner-OEM (Hewlett Packard)	175	Q5950AC	HP Q5950AC TONER BLACK	EA	1		\$	-

Toner-OEM (Hewlett Packard)	176	CC533AC	HP CC533AC TONER MAGENTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	177	Q6470AC	HP Q6470AC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	178	C9733AC	HP C9733AC TONER MAGENTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	179	C9732AC	HP C9732AC TONER YELLOW	EA	1			\$	-
Toner-OEM (Hewlett Packard)	180	C9731AC	HP C9731AC TONER CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	181	C9730AC	HP C9730AC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	182	CB436AC	HP CB436AC BLACK TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	183	CE278AC	HP CE278AC BLACK TONER CART	EA	1	15		\$	-
Toner-OEM (Hewlett Packard)	184	CE285AC	HP CE285AC BLACK TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	185	CE505AC	HP CE505AC BLACK TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	186	Q2612AC	HP Q2612AC BLACK TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	187	Q5953AC	HP Q5953AC TONER MAGENTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	188	CE270AC	HP CE270AC TONER CART BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	189	CE273AC	HP CE273AC TONER CART MAGENTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	190	CE272AC	HP CE272AC TONER CART YELLOW	EA	1			\$	-
Toner-OEM (Hewlett Packard)	191	CE271AC	HP CE271AC TONER CART CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	192	CE255XC	HP CE255XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	193	CE390XC	HP CE390XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	194	CC364XC	HP CC364XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	195	CE505XC	HP CE505XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	196	CE261AC	HP CE261AC TONER CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	197	CE260XC	HP CE260XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	198	CF280XC	HP CF280XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	199	CE411AC	HP CE411AC TONER CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	200	CE412AC	HP CE412AC TONER YELLOW	EA	1			\$	-
Toner-OEM (Hewlett Packard)	201	CE413AC	HP CE413AC TONER MAGENTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	202	CE410XC	HP CE410XC TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	203	CF380XC	HP CF380XC BLACK TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	204	CF381AC	HP CF381AC CYAN TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	205	CF382AC	HP CF382AC YELLOW TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	206	CF383AC	HP CF383AC MAGENTA TONER CART	EA	1			\$	-
Toner-OEM (Hewlett Packard)	207	CF283XC	HP LASERJET CF283XC TNR BLK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	208	CF362XC	HP508X TONR CF360XC CART YELLO	EA	1			\$	-
Toner-OEM (Hewlett Packard)	209	CF363XC	HP508X TONR CF360XC CART MAGTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	210	CF361XC	HP508X TONER CF360XC CART CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	211	CF360XC	HP508X TONER CF360XC CART BLK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	212	CF226XC	HP CF226XC BLK CONTRACT TONER	EA	1			\$	-
Toner-OEM (Hewlett Packard)	213	CF413XC	HP CF413XC WHT BX TONR MAGNTA	EA	1			\$	-
Toner-OEM (Hewlett Packard)	214	CF412XC	HP CF412XC WHT BX TONR YELLOW	EA	1			\$	-
Toner-OEM (Hewlett Packard)	215	CF411XC	HP CF411XC WHT BX TONER CYAN	EA	1			\$	-
Toner-OEM (Hewlett Packard)	216	CF410XC	HP CF410XC WHT BX TONER BLACK	EA	1			\$	-
Toner-OEM (Hewlett Packard)	217	CF217AC	HP CF217AC BLACK CONTRACT TONR	EA	1			\$	-
Toner-OEM (Hewlett Packard)	218	CF230XC	HP CF230XC BLACK CONTRACT TNR	EA	1			\$	-
Toner-Remanufactured	1	SEB53AR	SEB REMAN TONER HP 53A	EA	1	73		\$	-
Toner-Remanufactured	2	SEB3600BR	SEB REMAN TONER HP Q6470A	EA	1	13		\$	-
Toner-Remanufactured	3	SEB09XR	SEB REMAN TONER HP 09X HY	EA	1	1		\$	-
Toner-Remanufactured	4	SEB4700CR	SEB REMAN TONER HPQ5951A CYAN	EA	1	2		\$	-
Toner-Remanufactured	5	SEB49XR	SEB REMAN TONER HP 49X HY	EA	1	43		\$	-
Toner-Remanufactured	6	SEB0263R	SEB REMAN TONER CANON 104	EA	1	3		\$	-
Toner-Remanufactured	7	SEB35AR	SEB REMAN TONERHP 35A CB435A	EA	1	186		\$	-
Toner-Remanufactured	8	SEB51AR	SEB REMAN TONER HP 51A	EA	1	5		\$	-
Toner-Remanufactured	10	SEB53XR	SEB REMAN TONER HP 53X HY	EA	1	24		\$	-

Toner-Remanufactured	11	SEB64AR	SEB REMAN TONER HP 64A CC364A	EA	1	25		\$	-
Toner-Remanufactured	13	SEB49AR	SEB REMAN TONER HP 49A	EA	1	75		\$	-
Toner-Remanufactured	14	SEB3525MR	SEB REMAN TONER HP CE253A MAG	EA	1	6		\$	-
Toner-Remanufactured	15	SEB55AR	SEB REMAN TONER HP CE255A	EA	1	66		\$	-
Toner-Remanufactured	16	SEB3525CR	SEB REMAN TONER HP CE251A CYN	EA	1	7		\$	-
Toner-Remanufactured	17	SEB3525BR	SEB REMAN TONER HP CE250A BLK	EA	1	3		\$	-
Toner-Remanufactured	18	SEB3525YR	SEB REMAN TONER HP CE252A YELL	EA	1	6		\$	-
Toner-Remanufactured	19	SEB05AR	SEB REMNTNR HPCE505A/CAN119BLK	EA	1	503		\$	-
Toner-Remanufactured	20	SEB05XR	SEB REMTNR HPCE505X/CAN119HYBK	EA	1	97		\$	-
Toner-Remanufactured	21	SEB27XR	SEB REMAN TONER HP 27X HY	EA	1	59		\$	-
Toner-Remanufactured	22	SEB55XR	SEB REMAN TONER HP CE255X	EA	1	14		\$	-
Toner-Remanufactured	23	SEB64XR	SEB REMAN TONER HP 64X CC364X	EA	1	11		\$	-
Toner-Remanufactured	24	SEB12AR	SEB REMAN TONER HP 12A	EA	1	69		\$	-
Toner-Remanufactured	25	SEB85AR	SEB REMANTONER HP 85 CE285A BK	EA	1	152		\$	-
Toner-Remanufactured	26	SEB78AR	SEB REMANTONER HP 78 CE278A BK	EA	1	280		\$	-
Toner-Remanufactured	27	SEBTN450R	SEB REMNTONER BROTHR TN 450 BK	EA	1	24		\$	-
Toner-Remanufactured	28	SEB90AR	REMAN HP CE390A TONER BLACK	EA	1	47		\$	-
Toner-Remanufactured	30	SEB551CR	SEB REMAN TONER HP CE401A CYAN	EA	1	15		\$	-
Toner-Remanufactured	31	SEB551MR	SEB REMAN TONER HP CE403A MAG	EA	1	14		\$	-
Toner-Remanufactured	32	SEB551BR	SEB REMAN TONER HP CE400A BLK	EA	1	21		\$	-
Toner-Remanufactured	33	SEB80AR	SEB REMAN SEB80AR TONER	EA	1	127		\$	-
Toner-Remanufactured	34	SEB11AR	SEB REMAN TONER HP 11A	EA	1	13		\$	-
Toner-Remanufactured	35	SEBTN350R	SEB REMAN TONER BRO TN-350	EA	1	12		\$	-
Toner-Remanufactured	36	SEB42XR	SEB REMAN TONER HP 42X HY	EA	1	6		\$	-
Toner-Remanufactured	37	SEB42AR	SEB REMAN TONER HP 42A	EA	1	29		\$	-
Toner-Remanufactured	38	SEB460R	SEB REMAN TONER BRO TN-460 HY	EA	1	18		\$	-
Toner-Remanufactured	39	SEB98AR	SEB REMAN TONER HP 98A	EA	1	17		\$	-
Toner-Remanufactured	40	SEB98XR	SEB REMAN TONER HP 98X HY	EA	1	12		\$	-
Toner-Remanufactured	41	SEB03AR	SEB REMAN TONER HP 03A	EA	1	9		\$	-
Toner-Remanufactured	42	SEB06AR	SEB REMAN TONER HP 06A	EA	1	4		\$	-
Toner-Remanufactured	43	SEB92AR	SEB REMAN TONER HP 92A	EA	1	39		\$	-
Toner-Remanufactured	44	SEB96AR	SEB REMAN TONER HP 96A	EA	1	25		\$	-
Toner-Remanufactured	45	SEB27AR	SEB REAMN TONER HP 27A	EA	1	14		\$	-
Toner-Remanufactured	46	SEB29XR	SEB REMAN TONER HP 29X HY	EA	1	2		\$	-
Toner-Remanufactured	47	SEB15AR	SEB REMAN TONER HP15A	EA	1	10		\$	-
Toner-Remanufactured	48	SEB15XR	SEB REMAN TONER HP 15X HY	EA	1	10		\$	-
Toner-Remanufactured	49	SEB61XR	SEB REMAN TONER HP 61X HY	EA	1	12		\$	-
Toner-Remanufactured	50	SEB43XR	SEB REMAN TONER HP 43X HY	EA	1	2		\$	-
Toner-Remanufactured	51	SEB38AR	SEB REMAN TONER HP 38A	EA	1	3		\$	-
Toner-Remanufactured	53	SEB13AR	SEB REMAN TONER HP 13A	EA	1	19		\$	-
Toner-Remanufactured	54	SEBTN330R	SEB REMAN TONER BROTHER TN330	EA	1	7		\$	-
Toner-Remanufactured	55	SEB4025CR	SEB REMAN TONER HP CE261A CYAN	EA	1	5		\$	-
Toner-Remanufactured	56	SEB4025BR	SEB REMAN TONER HP CE260A BLK	EA	1	6		\$	-

Proposed Alternate Products and Pricing

Alternate Product Manufacturer SKU Number	Alternate Product Manufacturer	Alternate Product Description	Alternate Product Quantity per Unit of Measure	Alternate Product Contract Price per each Unit	Alternate Product Conversion Price per each Unit (If Col. N differs from Col. F)	Extended Annual Cost Per Alternate Item (Col. O or Col. P) x Col. G

SCHEDULE B- NON-CORE PRICING- STATE OF MICHIGAN

RFP Dept # 171, ID# 18000003077 -

Office Supplies and Office Related Products

NON - CORE DISCOUNT OFF LIST

NPP Category Number	NPP Category Name	Category Discount	State of Michigan will Restrict Its Agencies' use of this Category
1	Binders & Binding Systems		
2	Calendars/ Dated Goods		
3	Converted paper Product		
4	Copy Paper		
5	Facilities Breakroom		Partial
6	Facilities Chemical		Partial
7	Facilities Equipment		Partial
8	Facilities Liners		Partial
9	Facilities Paper		Partial
10	Facilities Soap		Partial
11	Facilities Supplies		
12	Filing & Record Storage		
13	Inkjet Supplies- OEM		
14	Inkjet Supplies- Remanufactured		
15	Labels and Mailing Supplies		
16	Miscellaneous Office Products		
17	Office Accessories		
18	Pens, Pencils & Correction		
19	School Art Supplies		
20	School Paper		
21	School Supplies		
22	Specialty Paper Products		
23	Technology Products		
24	Toner- OEM (Hewlett Packard Only)		
25	Toner- OEM (Except Hewlett Packard)		
26	Toner- Remanufactured		
27	Furniture- Miscellaneous		Partial
27.a	Furniture- Specific Manufacturer		Partial
27.b	Furniture- Specific Manufacturer		Partial
27.c	Furniture- Specific Manufacturer		Partial
27.d	Furniture- Specific Manufacturer		Partial
27.e	Furniture- Specific Manufacturer		Partial
27.f	Furniture- Specific Manufacturer		Partial
27.g	Furniture- Specific Manufacturer		Partial
27.h	Furniture- Specific Manufacturer		Partial
27.i	Furniture- Specific Manufacturer		Partial
27.j	Furniture- Specific Manufacturer		Partial

27.k	Furniture- Specific Manufacturer		Partial
27.l	Furniture- Specific Manufacturer		Partial
27.m	Furniture- Specific Manufacturer		Partial
27.n	Furniture- Specific Manufacturer		Partial
27.o	Furniture- Specific Manufacturer		Partial
27.p	Furniture- Specific Manufacturer		Partial
27.q	Furniture- Specific Manufacturer		Partial

STATE OF MICHIGAN

Request for Proposal No. Dept. 171, ID# 18000003077
OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

SCHEDULE C **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and eligible participating entities ("Participating Agencies" or singular "Participating Agency", that are members of National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba FireRescue GPO, and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), or non-member governmental bodies/agencies or qualified non-profit entities that are legally eligible to participate in cooperative purchasing, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies are referred to as "parties".

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into a Master Agreement with a Vendor to provide goods and services;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which Participating Agencies may reciprocally utilize the competitively solicited Master Agreement awarded by the Lead Contracting Agency;

WHEREAS, the Master Agreement provides that Participating Agencies may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services contemplated in the Master Agreement; and

WHEREAS, the Participating Agency desires to contract with the Vendor under the terms of the Master Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement will be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements. This Agreement in no way is an endorsement, opinion or agreement by the Leading Contracting Agency that the Participating Agency is eligible or legally allowed to participate.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Agreement awarded by the Lead Contracting Agency.

- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party will not be liable in any fashion for any violation of law or contract by a procuring party.
- c. The procuring party will not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Agreement.
- d. The exercise of any rights or remedies by the procuring party will be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to the Vendor for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party will be the exclusive and sole obligation of such procuring party. Disputes between procuring party and Vendor will be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement will take effect after execution of the "Public Procurement Authority Endorsement and Authorization" by the Lead Contracting Agency or the "Participating Agency Endorsement and Authorization" by the Participating Agency, as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement will remain in effect until terminated by a party giving 30 days written notice to the "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which will continue in full force and effect.

THIS INSTRUMENT HAS BEEN SIGNED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE PUBLIC PROCUREMENT ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE SIGNED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

SAMPLE- DO NOT SIGN

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Agreement and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Agreement and any amendments thereto made available by the Public Procurement Authority will be provided to NPPGov to provide to the Participating Agencies to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.

SAMPLE- DO NOT SIGN

Signature

Date

Title

Public Procurement Authority Contact Information:

Name:	
Address:	
Telephone No.:	
E-Mail Address:	

SAMPLE – DO NOT SIGN

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Agreement and the purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov will be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor will deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

SAMPLE – DO NOT SIGN

Signature

Date

Title

Public Procurement Authority Contact Information:

Name:	
Address:	
Telephone No.:	
E-Mail Address:	

STATE OF MICHIGAN

Request for Proposal No. Dept. 171, ID# 180000003077
OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

SCHEDULE D

NPPGov VENDOR ADMINISTRATION AGREEMENT Executive Summary

<p>NPPGov <u>Corporate Offices:</u></p> <p>1100 Olive Way, Suite 1020 Seattle, WA 98101 1-877-329-8847 Contact Person: Keely Maroney</p> <p><u>Reporting Address:</u> reports@mynpp.com, copy: Keely.Maroney@nppgov.com</p> <p><u>Administrative Fee Address:</u> For checks sent via USPS regular mail:</p> <p><i>National Purchasing Partners</i> <i>P.O. Box 749720</i> <i>Los Angeles, CA 90074-9720</i></p> <p>For overnight packages sent via Fed Ex or UPS, the physical address is:</p> <p><i>Bank of America Lockbox Services</i> <i>Lockbox 749720</i> <i>2706 Media Center Drive</i> <i>Los Angeles, CA 90065-1733</i></p>	<p>VENDOR</p> <p>ADDRESS</p> <p>WEB ADDRESS</p> <p>CONTACT PERSON</p> <p>EMAIL/PHONE/FAX e p f</p>
<p>EFFECTIVE DATES</p>	<p>This Vendor Administration Agreement (“Agreement”) shall be in effect for the duration of the Master Price Agreement referenced herein obtained as a result of a competitively solicited Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.</p>
<p>In General</p>	<p>This Agreement entered into between _____ (hereinafter referred</p>

	to as “Vendor”), and National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba FireRescue GPO, and dba Law Enforcement GPO (collectively hereinafter “NPPGov”) is for the sales and/or service of (the “Products” and “Services”) to the members of NPPGov (“Members”) and any other users of the contract as a result of the Master Price Agreement referenced herein.
Administrative Fee	Vendor agrees to pay NPPGov an administrative fee as established in this agreement based upon the Net Sales of Products and Services purchased off the Master Price Agreement during a Reporting Period (as that term is defined herein) and not under any other agreement (“Administrative Fee”).
Contract Activity Reports	Vendor agrees to submit an electronic Contract Activity Report to NPPGov within thirty (30) days following the end of each Reporting Period. The Contract Activity Report will include the content and be in the format specified by NPPGov.
Permission to use Vendor Logo and to Market Vendor Products and Services	Vendor hereby grants NPPGov permission to market Vendor’s Products and/or Services. Vendor agrees to provide NPPGov with all reasonable marketing information, including, but not limited to, logos, price sheets, and contact information. Furthermore, Vendor hereby authorizes NPPGov to utilize the Vendor company logo, copy (text) provided by Vendor about its Products and Services, links to the Vendor web site, price sheets, and other such material and information necessary to market Vendor to NPPGov Members.
Terms and Conditions	This Agreement, including the Terms and Conditions, shall constitute the entire agreement between NPPGov and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.

NPPGov Vendor Administration Agreement

Terms and Conditions

In addition to the terms set forth in the Executive Summary, NPPGov and Vendor shall comply with the following general terms and conditions.

1. **Recitals.** This Agreement is made and entered into as of the Effective Date (as defined by the date of the final signature on the signature page hereto) by and between National Purchasing Partners, LLC ("NPPGov"), a Washington limited liability company, and [REDACTED] ("Vendor").
 - a) NPPGov is a group purchasing organization ("GPO") which administers contracts for Products and Services offered to Member institutions located throughout North America; and
 - b) NPPGov provides a broad portfolio of agreements capable of serving all types of organizations; and
 - c) NPPGov utilizes sponsoring or "lead" state or local governmental Member institutions to secure agreements with Vendors that provide NPPGov Government Members with a pool of resources from which to obtain Products and Services of optimum value at discounted prices while satisfying state and federal competitive solicitation requirements; and
 - d) Vendor desires to provide Products and Services to Members pursuant to the terms of this Agreement and the Master Price Agreement referenced herein.
2. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:
 - a) *Administrative Fee:* The percentage of sales Vendor agrees to remit to NPPGov that are realized or generated as a consequence of this Agreement through the Master Price Agreement
 - b) *Contract Activity Report:* The report Vendor is required to submit to NPPGov that identifies all sales under this Agreement.
 - c) *Contract Period:* The period as defined in the Master Price Agreement executed by Vendor and the Lead Contracting Agency.
 - d) *Force Majeure Event:* A delay due to any causes beyond a party's reasonable control, including, but not limited to Acts of God, delays of vendors or carriers, strikes, terrorism, floods, fire, acts or demands of any government or governmental or regulatory agency, natural disasters, work stoppages, shortage of materials or transportation, actions or decrees of governmental bodies or communications failures or otherwise not the fault of a party hereto. Such failure or delay will not constitute a material breach of this Agreement.
 - e) *Lead Contracting Agency:* The governmental entity that issued the Request for Proposal or Invitation to Bid and awarded the resulting Master Price Agreement.
 - f) *Master Price Agreement* means the agreement between Vendor and the State of Michigan as a result of the OFFICE SUPPLIES and OFFICE RELATED PRODUCTS RFP published on July 18, 2018 incorporated herein by reference.
 - g) *Member:* Organizations, agencies and public entities providing public services (including their employees or volunteers) that have registered with NPPGov to participate in the program.
 - h) *Minority Business /H.U.B.:* Any business certified by a federal, state or local governmental agency, or identified by a Member pursuant to such Member's own diversity initiatives or internal

policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.

- i) *Net Sales* means the gross sales for products and services to Members and other Participating Agencies directly related to the Master Price Agreement, less returns, taxes, credits and shipping costs
 - j) *Participating Agencies*: The governmental and nonprofit entities that are eligible to be members of NPPGov and wish to access the Master Price Agreement.
 - k) *Products and Services*: Those items, accessories, equipment or services to be provided to the Members by Vendor in accordance with the terms of the Master Price Agreement.
 - l) *Vendor*: Dealers, retailers, wholesalers, and/or manufacturers awarded the right to sell products and services to Members and other Participating Agencies as a result of the Master Price Agreement.
3. **Participating Agencies.** During the Contract Period, Vendor shall offer and sell the Products and Services to Members pursuant to the terms of the OFFICE SUPPLIES and OFFICE RELATED PRODUCTS Master Price Agreement executed by Vendor and the Lead Contracting Agency that extends its terms to NPPGov Membership. Participating Agencies shall be permitted to purchase Products and Services from Vendor at the prices or discounts identified in the Master Price Agreement.
4. **Marketing.** Vendor shall make reasonable efforts to market its Products and Services to NPPGov Members through its own internal means. Vendor may also participate in informational marketing programs that NPPGov provides to its members. Current marketing programs offered by NPPGov include, but are not limited to:
- a) Member Training: Opportunity to provide Members training on Products and Services offered by the Vendor.
 - b) NPPGov Exhibit Booth Promotion: Opportunity for Vendor contract to be promoted in NPPGov's booth at conferences.
 - c) Vendor Training: NPPGov will train Vendor's sales force on the terms of the Agreement through webinars or in-person training seminars.
 - d) Electronic Marketing: Electronic communication to members about vendor products and services.
 - e) Website: Vendor and contract offering information available on NPPGov website.

Participation in marketing programs is encouraged but voluntary.

5. **Marketing Materials - Use of Logo.** Vendor may reference NPPGov, dba FireRescue GPO, and dba Law Enforcement GPO, and its logos in marketing materials provided that NPPGov has the opportunity to review printed materials prior to distribution and Vendor has complied with current NPPGov logo use specifications.
6. **Acknowledgment of National Distribution Expectations.** Vendor acknowledges that Members may be located throughout North America and that the ability of the Vendor to distribute Products and Services on a national level is preferred. Vendor further acknowledges that multiple bid awards may be granted based upon distribution limitations and Products and Services offerings.

7. **No Disruption of NPPGov's Relationship with Participating Agencies.** Vendor shall not offer, persuade or seek to induce Members to terminate its status or relationship with NPPGov in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPPGov to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administrative Fees resulting from such breach.
8. **Distribution to Participating Agencies.** Vendor shall sell and deliver Products and Services to the Participating Agencies' receiving area at the address such Participating Agency so specifies. Vendor shall obtain payment for delivered Products and Services directly from the Participating Agency. Vendor shall be solely responsible, at its cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, shipment and/or delivery date with the applicable Participating Agency without liability, participation or contribution by NPPGov or the Lead Contracting Agency.
9. **Taxes.** If any tax is due with respect to the sale of Products and Services hereunder, it shall be Vendor's sole responsibility to collect and pay such tax.
10. **Restrictions on Use of Data.** Vendor hereby acknowledges and agrees that all NPPGov and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of participation under this Agreement ("Data"), may be used by Vendor only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any time, of the input data. In no event shall Vendor sell, market or commercialize Data or create derivative Products and Services or applications for sale based on Data.
11. **State and Federal Procurement Laws.** Vendor acknowledges that Members are typically governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of select provisions of the Master Price Agreement obtained from the solicitation process, may prove necessary in order to comply with the laws of the state of origin of the Participating Agency. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.
12. **Minority Business Enterprise/H.U.B.** Certain Members may be required or encouraged by law, regulation and/or internal policy to do business with Minority or Historically Underutilized Businesses. To help the Members meet such requirements or policies, Vendor agrees to comply with all Participating Institution policies and programs with respect to such businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such businesses as vendors, contractors or subcontractors.

Term and Termination

13. **Term.** This Agreement shall be in effect for the duration of the Master Price Agreement referenced herein, unless otherwise terminated pursuant to the provisions of this Agreement.
14. **Termination by NPPGov With Cause.** NPPGov may terminate this Agreement for cause upon thirty (30) days' written notice to Vendor for failure by Vendor to cure the material breach within such thirty (30) day period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPPGov shall have "cause" for termination if:
 - a) Absent a Force Majeure Event, Vendor is unable to supply Participating Agencies with Products and Services at any time during the Contract Period, other than supplier and/or manufacturer delays and shortages beyond the control of Vendor; or
 - b) Vendor does not maintain the requisite insurance coverage specified herein; or

- c) Where applicable, Vendor fails to notify NPPGov and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Products and Services in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Products and Services, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Products and Services; or
 - d) Vendor fails to pay any Contract Administrative Fee or fails to submit any Contract Activity Report in accordance with this Agreement and such failure remains unresolved for ten (10) days after written notice of such failure; or
 - e) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in this Agreement; or
 - f) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty (30) days after NPPGov gives written notice to Vendor thereof.
15. **Bankruptcy.** Each party hereto reserves the right, in its sole and exclusive judgment, to terminate this Agreement immediately upon notice thereof to the other party if (a) the other party transfers assets in fraud of its creditors, (b) the other party makes an assignment for the benefit of its creditors, (c) the other party is the subject of any proceeding in bankruptcy, (d) a receiver or trustee is appointed for the other party's property, or (e) one party believes, in good faith, that the other party is financially unable to carry out adequately its obligations under this Agreement.
16. **Termination by Vendor.** Vendor may terminate this Agreement for cause upon thirty (30) days written notice to NPPGov if NPPGov breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after Vendor gives written notice to NPPGov thereof.
17. **Rights and Obligations Following Termination.** Upon termination of this Agreement, NPPGov and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:
- a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPPGov the Contract Administrative Fee in full with respect to any sale of Products and Services through the date of termination of this Agreement; and
 - b) Vendor shall continue to honor each order for Products and Services, from each Member, up to the effective date of termination and for a period of thirty (30) days thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement; and
 - c) Except as set forth herein, neither party shall release nor disseminate to any third party any proprietary information acquired from the other party as a result of this Agreement.

Vendor Fee and Reporting Requirements

18. **Contract Activity and Administrative Fee Reporting.**
- a) **Contract Activity Report.** Vendor shall submit to NPPGov or its Designee a Contract Activity Report in electronic form as specified in this section. Vendor shall remit this report to NPPGov within thirty (30) days after the close of each Reporting Period. For purposes of this Agreement, "Reporting Period" shall mean each calendar quarter. The Contract Activity Report shall be substantially in the form of Addendum A attached hereto, as may be amended from time to time. The Contract Activity Report shall reference Contract Number **CONTRACT NUMBER**.
 - b) **Contract Administrative Fee Reporting Specifications.** Vendor shall provide NPPGov with a description of Vendor's process for loading the NPPGov Members into its reporting systems and

tracking and reporting sales by the Members under the Master Price Agreement. The description should include:

- i) Information concerning how Vendor adds Member Institutions, enters pricing terms into its reporting systems, how Vendor makes such pricing terms available to Members, and any uses of letters of commitment, if applicable.
- ii) The names of the individual(s) responsible for this process and procedure.

19. Payment of Administrative Fees.

- a) **Percentage of Net Sales.** Vendor shall remit to NPPGov, together with a Contract Activity Report, an Administrative Fee equal to one and a half percent (1.5%) of Net Sales to users of the contract. The Administrative Fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs. Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov
- b) **Method of Payment.** Vendor shall pay the Administrative Fee in U. S. Dollars by ACH transfer, or by check or bank draft made payable to "NPP" and shall remit the Administrative Fee to NPPGov within thirty (30) days after the close of each Reporting Period.
ACH transfer is the preferred method. Addendum A includes banking information for electronic transfers. Administrative Fee payments via check or bank draft shall be made to the following address:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

Please send electronic forms to reports@mynpp.com

Each Administrative Fee payment must be accompanied by the following information to be provided by Vendor to NPPGov:

- 1) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and
 - 2) NPPGov contract number **CONTRACT NUMBER**, provided by NPPGov, and
 - 3) Reporting Period for which the Contract Administrative Fee is being paid (e.g., 1/1/16 - 3/31/16); and
 - 4) The Contract Activity Report.
- c) **Discrepancies.** Except for cases involving fraud, either party must report any discrepancies or disputes regarding the administrative fee to the other party within ninety (90) days of the expected payment of administrative fees, or they will be deemed correct and binding on the parties.

20. **Right to Audit.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions subject to this Agreement in order to verify compliance with this Agreement. Subject to confidentiality agreements, all such books, records and accounts shall be available for inspection and audit by NPPGov and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPPGov audits disclose a failure to provide the correct sales tracing information, NPPGov shall have the right, at NPPGov's option, to increase the frequency and scope of audits. If any of NPPGov's audits disclose a failure to provide the correct Contract Administrative Fee, NPPGov shall have the right, at NPPGov's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, Vendor shall credit said Members within thirty (30) days of written notice of said overcharge. If an audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

21. **Notice**

- a) Every notice and other communication to NPPGov in connection with this Agreement shall be in writing. Each such notice and other communication shall be sent to NPPGov at the following address until otherwise notified in writing by NPPGov:

NPPGov
1100 Olive Way, Suite 1020
Seattle, WA 98101

*Please note: Minor reporting issues may be directed to the Contract Administrator at contracting@nppgov.com or (877) 329-8847.

- b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and shall be addressed to:

VENDOR INFORMATION

Vendor must provide NPPGov written notice within thirty (30) days following a change in the above contact information.

- c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. NPPGov and Vendor may modify the addresses for such notices provided such modification is given in writing.

Warranties, Indemnification and Law

22. **Products and Services Warranty.** Vendor represents and warrants to NPPGov that all original manufacturers' warranties will be transferred to end-users to the fullest extent allowable under applicable law and all Products and Services will not be improperly stored, reprocessed or repackaged from its original state.

23. **Compliance with all Applicable Laws.** In the performance of its duties and obligations under this Agreement, each party shall at all times comply with all applicable federal, state and local laws,

statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.

24. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all third party claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, reasonable attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Products or Services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.
25. **Insurance.** Vendor shall maintain insurance coverage adequate to fully protect Vendor and NPPGov from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related to Products and Services sold through Vendor (including subcontractors, employees, consultants or agents of Vendor). Upon request, Vendor shall provide evidence of insurance coverage as specified above.

General Provisions

26. **Products and Services Returns.** Notwithstanding the express written terms of the Master Price Agreement, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Products and Services for full original purchase price credit under any of the following circumstances: (a) the Products and Services are received outdated or are otherwise unusable; (b) the Products and Services are received damaged, or is defective or nonconforming; (c) the manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Products and Services are recalled, provided Products and Services are returned through the Vendor. Vendor shall issue credit to a Participating Agency within thirty (30) days of the date of return.
27. **Confidentiality.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPPGov and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPPGov and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPPGov may disclose such confidential information to its Shareholders and Participating Agencies and any employee or advisor of NPPGov with a bona fide need to know, in its evaluation, operation or interpretation of this Agreement. NPPGov and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.

28. **Independent Contractors.** The parties shall be and act as independent contractors. Nothing in this Agreement shall (a) constitute the formation of a partnership, agency, joint venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.
29. **Unenforceable Provision.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with valid and enforceable provisions which achieve the intent of Vendor and NPPGov in entering into this Agreement.
30. **Force Majeure.** Except for the obligation to pay money, if either NPPGov or Vendor is unable to discharge any obligation imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event.
31. **Assignment.** This Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of a party's parent corporation(s). Any attempt by a party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void and shall entitle the nonassigning party, at its sole and exclusive option, to terminate this Agreement in its entirety. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
32. **Non-Waiver of Provisions.** No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.
33. **Section Headings.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.
34. **Signature of Duly Authorized Representative.** Duly authorized representatives or agents of both NPPGov and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPPGov and Vendor, respectively.
35. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.
36. **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of

arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.

37. **Addenda; Entire Agreement.** The Executive Summary and Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any Addenda hereto, the provisions of this Agreement shall govern. This Agreement, together with all Addenda, shall constitute the full and complete Agreement between the parties as to the terms outlined herein.
38. **Amendment, Modification and Cancellation.** The parties may, from time to time, agree to modify the terms of this Agreement; provided, however, that the amendment is in writing and signed by an authorized representative of both parties. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty (30) days of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.
39. **Authorized Use of NPPGov Membership List (“the List”).** NPPGov may occasionally provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this section, unless otherwise approved upon in writing by NPPGov. Vendor may use the entire NPPGov Membership List for generating in-house reports and reporting purposes only. NPPGov may telemarket, fax, email, and mail promotional materials on behalf of Vendor at NPPGov’s discretion. In addition, and at NPPGov’s discretion, NPPGov may provide Vendor with partial membership lists that may be used for marketing purposes if, and only if, the Member has “opted in” for receipt of marketing materials. In those instances where Vendor has been granted use of all or a portion of the List for marketing purposes, Vendor must provide NPPGov with a copy of any marketing material to be emailed or mailed to Members using the List prior to dissemination.
- a) Vendor specifically may not:
 - i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this section; or
 - ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPPGov.
 - b) NPPGov WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR’S USE OF OR INABILITY TO USE THE LIST. NPPGov IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO THOSE COSTS INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS, AS THEY RELATE TO THE USE OF THE LIST.
 - c) Vendor shall be held solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPPGov and be held unconditionally responsible for any and all damages sustained by NPPGov for such use including, but not limited to, all costs and reasonable attorney fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.

40. **Limitation of Actions.** No action, regardless of form, arising out of these terms and conditions may be commenced more than one year after the cause of action has occurred, except an action for nonpayment.

41. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

VENDOR:



AUTHORIZED REPRESENTATIVE:

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

NAME: **NPPGov**
ADDRESS: 1100 Olive Way, Suite 1020
Seattle, WA 98101

AUTHORIZED REPRESENTATIVE:

BY CONTRACT MANAGER: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

EMAIL THE COMPLETED CONTRACT ACTIVITY REPORT TO:

reports@mynpp.com

Contact:

Please contact Keely Maroney at 1.877.329.8847 or Keely.Maroney@nppgov.com with any questions or concerns.

Schedule A-1

Contract Activity Report

Vendor Name	Contract Number	NPPGov Member ID	Customer Name	Customer Address	Customer Address	Customer City	Customer State	Customer Zip Code	Total Amount	Admin Fee Percent	Admin Fee	Start Date	End Date

*Please right-click and select "Worksheet Object, Edit" in order to scroll through the spreadsheet. Please contact NPPGov for an Excel version.

STATE OF MICHIGAN

Request for Proposal No. Dept. 171, ID# 180000003077
OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

SCHEDULE E - LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	La Fayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnars Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammom	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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STATE OF MICHIGAN

Request for Proposal No. Dept. 171, ID# 180000003077
OFFICE SUPPLIES and OFFICE RELATED PRODUCTS

SCHEDULE F WIPHE RESPONSE FORM AND LIST

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing The State of Michigan **AGREES** to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following pages.

If Vendor agrees to sell to the WIPHE Institutions, NPPGov will attempt to obtain a WIPHE Contract number, and if successful, the information will be reported to the Council of Presidents. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal.

Washington Institutions of Public Higher Education (WIPHE)
FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER CommunityCollege
THE EVERGREEN STATE COLLEGE	HIGHLINE CommunityCollege
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE CommunityCollege	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL CommunityColleges
BIG BEND CommunityCollege	SHORELINE CommunityCollege In
CASCADE CommunityCollege	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND CommunityCollege
CENTRALIA College	SPOKANE CommunityColleges
CLARK College	STATE BOARD for Technical & Community
CLOVER PARK Technical College	Colleges
COLUMBIA BASIN College	WENATCHEE Valley College
EDMONDS CommunityCollege	YAKIMA Valley CommunityCollege
EVERETT CommunityCollege	WHATCOM CommunityCollege

Miscellaneous local agencies within Washington State*

ADAMS COUNTY	BENTON COUNTY PUD
PUYALLUP SCHOOL DIST 3	BENTON FRANKLIN COUNTY
KITSAP COUNTY	BENTON FRANKLIN PRIVTE INDUST CNCL
FIFE SCHOOL DIST 417	BENTON PORT OF
RIVERVIEW SCHOOL DIST 407	BETHEL SCHOOL DISTRICT 403
GONZAGA UNIVERSITY	BIG BROTHERS BIG SISTERS OF KING CO
PLANNED PARENTHOOD OF WESTERN	BIRCH BAY WATER & SEWER DISTRICT
SNOHOMISH COUNTY	BLANCHET SCHOOL DISTRICT
MASON COUNTY	BREMERTON KITSAP CO HEALTH DISTRICT
FEDERAL WAY SCHOOL DIST	BREMERTON PORT OF
SPOKANE COUNTY	BREMERTON SCHOOL DISTRICT 100
ISSAQUAH SCHOOL DIST 411	BURLINGTON EDISON SCHOOL DIST 100
ADAMS COUNTY FIRE DISTRICT	CANCER RESEARCH AND BOISTATISTICS
ADAMS COUNTY HEALTH DISTRICT	CASCADE BLUE MT FD SHR
AFFILIATED HEALTH SERVICES	CASCADE IRRIGATION DISTRICT
ALDERWOOD WATER DISTRICT	CASHMERE SCHOOL DISTRICT 222
ANACORTES PORT OF	CATHOLIC COMM SVCS OF KING CO
ANACORTES SCHOOL DISTRICT 103	CENTRAL KITSAP SCHOOL DISTRICT 401
ANNAPOLIS WATER DISTRICT	CENTRAL WAS COMP MENTAL HEALTH
ASOTIN COUNTY	CENTRALIA SCHOOL DISTRICT 40
AUBURN SCHOOL DISTRICT 408	CHEHALIS SCHOOL DISTRICT 302
BAINBRIDGE IS SCHOOL DISTRICT 303	CHELAN COUNTY
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY COMMUNITY HOSPITAL
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY FIRE DISTRICT
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN COUNTY PUD 1
BELLEVUE SCHOOL DISTRICT 405	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLINGHAM PORT OF	CHENEY CARE CENTER
BELLINGHAM SCHOOL DISTRICT 501	CHILD CARE RESOURCE & REFERRAL
BENTON COUNTY	CHILDRENS THERAPY CENTER
BENTON COUNTY FIRE DISTRICT	CHIMACUM SCHOOL DISTRICT 49

CLALLAM COUNTY FIRE DISTRICT	GRANT COUNTY PUD
CLALLAM COUNTY HOSPITAL DISTRICT	GRAYS HARBOR COUNTY
CLALLAM COUNTY PUD	GRAYS HARBOR COUNTY FIRE DIST
CLARK COUNTY	GRAYS HARBOR COUNTY PUD # 1
CLARK COUNTY FIRE DISTRICT	GRAYS HARBOR PORT OF
CLARK COUNTY PUD	GRAYS HARBOR PUB DEV AUTH
CLE ELUM-ROSLYN SCHOOL DISTRICT 404	GRAYS HARBOR TRANSIT
CLOVER PARK SCHOOL DISTRICT 400	GRIFFIN SCHOOL DIST 324
CNTRL WHIDBEY FIRE & RESCUE	HARBORVIEW MEDICAL CENTER
COAL CREEK UTILITY DISTRICT	HAZEL DELL SEWER DIST
COALITION AGAINST DOMESTIC VIOLENCE	HEALTHY MOTHERS HEALTHY BABIES COAL
COLUMBIA COUNTY	HIGHLINE SCHOOL DIST 401
COLUMBIA IRRIGATION DISTRICT	HIGHLINE WATER DIST
COLUMBIA MOSQUITO CONTROL DISTRICT	HOMESIGHT
COMMUNITY CHRISTIAN ACADEMY	HOPELINK
COMMUNITY PSYCHIATRIC CLINIC	HOQUIAM SCHOOL DIST 28
COMMUNITY TRANSIT	HOUSING AUTHORITY OF PORTLAND
CONFEDERATED TRIBES OF CHEHALIS	ILWACO PORT OF
CONSOLIDATED DIKING IMPROVEMENT DIST	INCHELIUM SCHOOL DIST 70
CONSOLIDATED IRRIGATION	ISLAND COUNTY
COWLITZ COUNTY	ISLAND COUNTY FIRE DIST
COWLITZ COUNTY FIRE DISTRICT	JEFFERSON COUNTY
COWLITZ COUNTY PUD	JEFFERSON COUNTY FIRE DIST
CROSS VALLEY WATER DISTRICT	JEFFERSON COUNTY LIBRARY
DAYTON SCHOOL DISTRICT 2	JEFFERSON COUNTY PUD
DOUGLAS COUNTY	JEFFERSON GENERAL HOSPITAL
DOUGLAS COUNTY FIRE DISTRICT	KARCHER CREEK SEWER DIST
DOUGLAS COUNTY PUD	KELSO SCHOOL DIST 458
DRUG ABUSE PREVENTION CENTER	KENNEWICK GENERAL HOSPITAL
E COLUMBIA BASIN IRRIGATION DIST	KENNEWICK SCHOOL DISTRICT 17
EAST WENATCHEE WATER	KENT SCHOOL DIST 415
EATONVILLE SCHOOL DIST 404	KETTLE FALLS SCHOOL DIST 212
EDMONDS SCHOOL DISTRICT 15	KING COUNTY
EDUCATIONAL SERVICE DIST 114	KING COUNTY FIRE DIST
EDUCATIONAL SERVICE DISTRICT 113	KING COUNTY HOUSING AUTHORITY
ELLENSBURG SCHOOL DIST 401	KING COUNTY LIBRARY
ENUMCLAW SCHOOL DIST	KING COUNTY WATER SEWER
EVERETT PORT OF	KINGSTON PORT OF
EVERETT PUBLIC FACILITIES DIST	KITSAP COUNTY FIRE & RESCUE
EVERGREEN MANOR INC	KITSAP COUNTY LIBRARY
EVERGREEN SCHOOL DIST 114	KITSAP COUNTY PUD 1
FEDERAL WAY FD	KITTITAS COUNTY
FERRY COUNTY	KITTITAS COUNTY PUD
FERRY COUNTY PUBLIC HOSPITAL	KITTITAS COUNTY RECLAMATION DIST
FERRY OKAHOGAN FPD	KLICKITAT COUNTY
FOSS WATERWAY DEVELOPMENT AUTHORITY	KLICKITAT COUNTY PUD
FRANKLIN COUNTY	LAKE CHELAN RECLAMATION DIST
FRANKLIN COUNTY PUD	LAKE STEVENS SCHOOL DIST 4
FRANKLIN PIERCE SCHOOL DIST 402	LAKE WASHINGTON SCHOOL DIST 414
FRIDAY HARBOR PORT OF	LAKEHAVEN UTILITY DIST
GARDENA FARMS IRRIGATION DIST 13	LAKEWOOD SCHOOL DIST 306
GARFIELD COUNTY	LEWIS CO PUD 1
GRAND COULEE PROJECT	LEWIS COUNTY
GRANDVIEW SCHOOL DIST 116/200	LEWIS COUNTY FIRE DIST
GRANITE FALLS SCHOOL DIST 332	LEWIS PUBLIC TRANSPORTATION
GRANT COUNTY	LIBERTY LAKE SEWER & WATER DIST
GRANT COUNTY HEALTH DIST	LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE	WA STATE PUBLIC STADIUM AUTHORITY
SW CLEAN AIR AGENCY	WAHKIAKUM COUNTY
SWINOMISH TRIBE	WALLA WALLA COLLEGE
TACOMA DAY CHILD CARE AND PRESCHOOL	WALLA WALLA COUNTY
TACOMA MUSICAL PLAYHOUSE	WALLA WALLA COUNTY FIRE DISTRICT
TACOMA PORT OF	WALLA WALLA PORT OF
TACOMA SCHOOL DISTRICT 10	WALLA WALLA SD 140
TACOMA-PIERCE CO	WASHINGTON ASSOCIATION
TAHOMA SCHOOL DISTRICT 409	WASHINGTON COUNTIES RISK POOL
TERRACE HEIGHTS SEWER DISTRICT	WASHINGTON FIRE COMMISSIONERS ASSOC
THURSTON COMMUNITY TELEVISION	WASHINGTON HEALTH CARE ASSOCIATION
THURSTON COUNTY	WASHINGTON PUBLIC AFFAIRS NETWORK
THURSTON COUNTY CONSERVATION DIST	WASHINGTON STATE MIGRANT COUNCIL
THURSTON COUNTY FIRE DISTRICT	WEST VALLEY SCHOOL DISTRICT 208
TOPPENISH SCHOOL DISTRICT 202	WEST VALLEY SCHOOL DISTRICT 363
TOUCHET SD 300	WESTERN FOUNDATION THE
TRIUMPH TREATMENT SERVICES	WHATCOM CONSERVATION DIST
TUKWILA SCHOOL DIST 406	WHATCOM COUNTY
TUMWATER SCHOOL DISTRICT 33	WHATCOM COUNTY FIRE DISTRICT
U S DEPARTMENT OF TRANSPORTATION	WHATCOM COUNTY RURAL LIBRARY DIST
UNITED WAY OF KING COUNTY	WHIDBEY GENERAL HOSPITAL
UNIVERSITY PLACE SCHOOL DIST	WHITMAN COUNTY
UPPER SKAGIT INDIAN TRIBE	WHITWORTH WATER
VAL VUE SEWER DISTRICT	WILLAPA COUNSELING CENTER
VALLEY TRANSIT	WILLAPA VALLEY SCHOOL DISTRICT 160
VALLEY WATER DISTRICT	WILLAPA VALLEY WATER DISTRICT
VANCOUVER PORT OF	WINLOCK SCHOOL DISTRICT 232
VANCOUVER SCHOOL DISTRICT 37	WOODINVILLE FIRE & LIFE SAFETY DIST
VASHON ISLAND SCHOOL DISTRICT 402	WOODLAND PORT OF
VERA IRRIGATION	YAKIMA COUNTY
VETERANS ADMINISTRATION	YAKIMA COUNTY FIRE DISTRICT
VOLUNTEERS OF AMERICA	YAKIMA COUNTY REGIONAL LIBRARY
WA ASSOC OF SCHOOL ADMINISTRATORS	YAKIMA SCHOOL DISTRICT 7
WA ASSOC SHERIFFS & POLICE CHIEFS	YAKIMA VALLEY FARMWORKERS CLINIC
WA GOVERNMENTAL ENTITY POOL	YAKIMA-TIETON IRRIGATION DISTRICT
WA LABOR COUNCIL AFL-CIO	YELM COMMUNITY SCHOOL DISTRICT
WA PUBLIC PORTS ASSOCIATION	YMCA - TACOMA PIERCE COUNTY
WA RESEARCH COUNCIL	YMCA OF GREATER SEATTLE
WA ST ASSOCIATION OF COUNTIES	

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS Office Supplies and Office Related Products

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and [Insert Company Name] (“Contractor”), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on December 1, 2018 (“Effective Date”), and unless terminated, expires on May 31, 2022.

This Contract may be renewed for up to two (2) additional one (1) year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “Contract Activities”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Valerie Hiltz 525 W. Allegan St, 1 st Flr, NE PO Box 30026 Lansing, MI 48913 hiltzv@michigan.gov 517-249-0459	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State:	Contractor:
Valerie Hiltz 525 W. Allegan St, 1 st Flr, NE PO Box 30026 Lansing, MI 48913 hiltzv@michigan.gov 517-249-0459	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Varies by Agency To Be Provided to Contractor	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	

<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** In addition to the fees imposed by National Purchasing Partners Government Division ("NPPGov") in a separate Vendor Administration Agreement entered into between NPPGov and Contractor, the Contractor must pay an administrative fee on all Net Sales made to the State and MiDEAL members under this Contract. As used herein, "Net Sales" means the gross sales price of the products sold under this Contract, less any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding sales made via (i) Contractor's retail website, or (ii) any Contractor retail channel if the sale is completed without a convenience and/or registered procurement card.

The administrative fee and reporting is as follows:

- a. To the State:
 - i. For sales made to the State, the administrative fee equals one percent (1%) of the total Net Sales.
 - ii. For sales made to MiDeal Members pursuant to **Section 8**, the administrative fee is divided equally between the State and the MiDeal Member. The administrative fee to the State equals a half percent (.5%) of the total MiDeal Members Net Sales.
 - iii. The Contractor must remit all applicable administrative fee payments owed to the State by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report of all State and MiDeal Member purchases, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- b. To the MiDEAL Members:
 - i. For sales made to MiDeal Members, the administrative fee remitted to the MiDEAL members equals a half percent (.5%) of the total Net Sales made to MiDeal Members.
 - ii. The Contractor must remit the applicable administrative fee payments owed to the MiDeal Member by check payable directly to the MiDeal Member and mailed to their provided address.

Contractor must submit an itemized purchasing activity report of the MiDeal Member purchases, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to the MiDeal Member.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. Extended Purchasing Program.

- a. This contract is extended to:
 - 1) Members of NPPGov across the nation, as well as government units in all other states (collectively, "Participating Agencies"),
 - 2) MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals within the State of Michigan. A current list of MiDEAL members is available at www.michigan.gov/mideal.
- b. Contractor must supply all Contract Activities at the established Contract prices and terms.
- c. Contractor must submit invoices to, and receive payment from, Participating Agencies or MiDeal Members on a direct and individual basis. The Contractor agrees that the State will have no liability, obligation or responsibility for any sales, purchases, or payments involving any Participating Agencies or MiDeal Members.
- d. State Employee Purchases
State employees, in their personal capacity, will be able to purchase deliverables from this Contract at the same pricing available to the State. The Contractor will supply deliverable(s) to State employees on a direct and individual basis. No administrative fees will be imposed on State employee purchases made in their personal capacity. The Contractor agrees that the State will have no liability, obligation or responsibility for any sales, purchases, or payments involving any State employee(s) who purchases any deliverables in their personal capacity under this section.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's

employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **State License Grant.** The State hereby grants to Contractor a limited, non-exclusive, non-transferable license to use, display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, for the sole and exclusive purpose of providing the Contract Activities and solely in accordance with the State's written specifications communicated to Contractor. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.
11. **Software License.** Contractor hereby grants to the State and its authorized users the right and license to use the online purchasing portal in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule B** (the "**License Agreement**").
12. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
13. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
14. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
15. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
16. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
17. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

- 18. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 25, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 19. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 20. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 21. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 22. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT) or as otherwise provided in the Statement of Work. Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or

remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

23. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
24. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
25. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 26, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

26. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 27, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
27. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
28. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any

breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

29. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
30. **Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. THE STATE IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, REGARDLESS OF THE NATURE OF THE ACTION.
31. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability, or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
32. **Reserved.**
33. **State Data.**
 - a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities and (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name,

email address, credit card information, or an individual's name in combination with any other of the elements here listed. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. All State Data shall be located, at all times, in the continental United States. This Section survives the termination of this Contract.

- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum:

name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section 33 are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

34. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly,

a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; (e) ensure that all State Data remains in the continental United States; and (f) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.
- f. Third-Party Statement on Standards. If Contractor engages a third-party auditor to perform a Statement on Standards for Attestation Engagements No. 16 SOC 2 (SSAE 16 SOC 2) audit of Contractor's operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State within thirty

(30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

36. Payment Card Industry Data Security Standard.

- a. Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- b. Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
- c. Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- d. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

37. Reserved.

- 38. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free

from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 25, Termination for Cause.

40. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
41. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
42. **Reserved.**
43. **Reserved.**
44. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
45. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
46. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
48. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
49. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program

Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 50. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 51. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 52. **Schedules.** All schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	License Agreement

- 53. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 54. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 55. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 56. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 57. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.