



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: SNG

CONTRACT NUMBER: 005489

Event # 004296

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$2,500,000.00		Effective Date: 9/24/2018	Expiration Date: 9/30/2021
Contract Description:	Office Supplies - COOP - P		
Contractor Information:		Contractor Administrator:	
Susan Cummings Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 susan.cummings@officedepot.com Vendor No: 5836			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Scott Guzy Oakland County 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com			

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: 



FOR THE COUNTY:

SIGN: 

Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzy, CPPO, MBA, Purchasing Admin

cmk



This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. "Amendment" means any change, clarification, or modification to this Contract.
- 1.2. "Business Day" means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. "Claims" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.

- 1.5. "Contract" means this document and any other documents expressly incorporated herein.
- 1.6. "Contractor" means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. "Contractor Employee" means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. "Contract Documents" mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1. Exhibit I: Contractor Insurance Requirements
- 1.8.2. Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. Exhibit V: Federally Funded Contract Requirements
- 1.8.6. Exhibit VI: Software License(s)
- 1.8.7. Exhibit VII: License for Use of County Servicemark
- 1.8.8. Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. "County Agent" means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.

- 1.11. **"County Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: personally identifiable information (PII) as defined in Exhibit III. County Data includes Confidential Information as defined in this Contract.
- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract will be effective for a period of three (3) years from the Effective Date (the "Initial Term") and thereafter the Contract may be renewed in writing by mutual agreement for subsequent two (2) year periods (each a "Renewal Term").
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment

shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.

- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. **CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon written notice to Contractor, if any of the following occur: (a) Contractor, Executive Vice President of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** Either Party may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' written notice to the other Party, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon ninety (90) Days' written notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall either Party be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit the other Party may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.
- §5. **SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the

Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.

- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within ninety (90) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** Neither Party shall be responsible for any cost, fee, fine, penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.
- 5.7. Intentionally deleted.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. **CONTRACTOR'S WARRANTIES AND ASSURANCES**

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.

- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract that requires entering County facilities shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no

- event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and

- throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Contractor is headquartered in Florida and complies with the E-Verify Program enacted in the State of Florida.
- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Taxes.**
- 6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.14. **Warranty for Goods.** County acknowledges that Contractor is not the manufacturer of any of the Products. Other than as expressly set forth in this Contract, any warranty with respect to the Products must come from the manufacturer. Contractor will pass through to County any applicable manufacturer warranties to the extent permissible under applicable law. All Deliverables that are goods shall be subject to the following warranties:
- 6.14.1. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.15. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a

description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§7. LIABILITY

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

- §8. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§9. INTELLECTUAL PROPERTY

- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 9.3. **Infringement Remedies.** If any of the services or Deliverables supplied by Contractor or Contractor Employees becomes the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, 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 County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§10. CONFIDENTIAL INFORMATION

10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

§11. **COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.

11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply

with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. .

- 11.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 11.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance .
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 12.2. **Completion of County Security Questionnaire.** If requested by the County, each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.
- §13. **GENERAL TERMS AND CONDITIONS**
- 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the

County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall to the best of its ability promptly notify the County of any determination by any court or administrative agency of illegal discrimination by Contractor.

- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.
- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County, with prior written approval of Contractor, which approval shall not be unreasonable withheld, may perform contract audits and shall have the authority to access all non-proprietary and non-confidential pertinent records and data and to interview any relevant Contractor Employee during the term of this Contract and for a period of one year after final payment. County shall bear all of its costs associated with the audit. If any audit discloses an overcharge or an undercharge by Contractor, the party receiving benefit of the mistake shall promptly reimburse the other party. Prior to performing an audit, any independent auditor shall execute a written confidentiality agreement acceptable to Contractor in which auditor agrees to keep in strict confidence and not to use or disclose to any third party any pricing, volume or other information obtained by the auditor in the course of the audit, except to the extent that such a requirement contravenes the Michigan Freedom of Information Act or similar statute, court rule, administrative rule, court order or constitutional or statutory right, duty or obligation of the County. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
- 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor, without

obtaining written consent from County, may subcontract duties under this contract to those subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

- 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.

- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 13.18. **Notices. All notices, requests, demands and other communications under this Contract shall be given in writing and sent to the mailing addresses set forth on page 1 of this Contract.**
- 13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) (a) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (b) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system
- 13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract with a copy to Office of the General Counsel at the same address.

- 13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect.
- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

- 13.26. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. Fully Insured or State approved self-insurer.
2. Sole Proprietors must submit a signed Sole Proprietor form.
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.



Supplemental Coverages (Required as Checked)

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
3. **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4. **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5. **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.



General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

2. 1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County; policies are primary and non-contributory solely to the extent that an indemnity is owed under the contract. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies, with the exception of Worker's Compensation, shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

BUSINESS ASSOCIATE AGREEMENT
(Health Insurance Portability and Accountability Act Requirements)

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. **DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 **Business Associate.** "Business Associate" means the Contractor.
- 1.2 **CFR.** "CFR" means the Code of Federal Regulations.
- 1.3 **Contract.** "Contract" means the document with the Purchasing Contract Number.
- 1.4 **Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.
- 1.5 **Covered Entity.** "Covered Entity" means the County of Oakland as defined in the Contract.
- 1.6 **Designated Record Set.** "Designated Record Set" is defined in 45 CFR 164.501.
- 1.7 **Electronic Health Record.** "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.8 **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- 1.9 **HITECH Amendment.** "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
- 1.10 **Individual.** "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
- 1.11 **Privacy Rule.** "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.12 **Protected Health Information.** "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.13 **Required By Law.** "Required By Law" is defined in 45 CFR 164.103.
- 1.14 **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** "Security Incident" is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.

- 2.6** Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1** If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, “discovery” means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate’s possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.
- 2.6.2** Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3** Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4** Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7** Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered

- Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.
- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.
- §3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.
- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for

the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the extent required by the Privacy Rule, the Business Associate shall limit its use and disclosure of PHI under this Agreement to the "minimum necessary" as determined in accordance with 45 CFR §164.502(b).

- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.
- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under, or that would violate, the Privacy Rule if done by Covered Entity. In addition, Covered Entity will provide Business Associate with only the minimum necessary PHI for Business Associate to accomplish the intended purpose of the use, disclosure or request in connection with the services provided by Business Associate to Covered Entity.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the

- Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.
- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site. Covered Entity shall notify Business Associate when any such notice is posted on Covered Entity's website

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment. This Agreement shall terminate on the date the Contract terminates. In



addition, either party may terminate this Agreement immediately if the other party materially breaches any provision of this Agreement. At its sole and absolute discretion, the non-breaching party may permit the breaching party to cure such material breach to the non-breaching party's satisfaction within thirty (30) days after receipt of written notice from the non-breaching party

- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII
(Personally Identifiable Information)**

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 **PII (Personally Identifiable Information)** means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. OBLIGATIONS

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within seventy-two (72) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is

- known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.
- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identity monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County 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 County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA
(Criminal Justice Information Security)**

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 **Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 **Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 **CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally-funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

- A. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
- A.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
- A.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
- B. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
- C. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - C.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- C.2 The Copeland “Anti-Kickback” Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
- C.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- C.4 The requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;
- C.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- C.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- C.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- D. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- E. **Equal Employment Opportunity.** If this Contract meets the definition of “Federally Assisted Construction Contract” under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - E.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - E.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- E.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- E.7 The Contractor will include the portion of the sentence immediately preceding paragraph E (1) and the provisions of paragraphs E (1) through E (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically: printed and electronic copy and on the Office Depot website as it pertains to Oakland County and the America Saves Program. _____

The Mark may be used on: (Applicable if Checked):

- Printed materials
- Electronic materials
- Contractor's website: www.officedepot.com _____ [insert website address].

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

**OAKLAND COUNTY, MICHIGAN
LOGO BRAND STANDARDS**

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, only one style of logo may be used per publication. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	547	PMS	Black C
CMYK	84 12.73 3	CMYK	0 0 0 100
RGB	0 154 102	RGB	0 0 0
HEX	#009A64	HEX	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.



WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com

Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that:

- I am an employee or subcontractor of _____:
Name of Contractor's Company
- At all times during my assignment to Oakland County I will remain an employee or subcontractor
of _____;
Name of Contractor's Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- _____ is responsible for establishing the conditions of my
Name of Contractor
assignment to Oakland County;
- _____ is solely responsible for compensating me for my services;
Name of Contractor
and,
- I understand and agree that as an employee or subcontractor of _____
Name of Contractor's Company

I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability, dental, and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.



COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

I acknowledge that:

- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

(Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office-Purchasing Unit – purchasing@oakgov.com.)

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Pricing.

- a. **Core List Pricing.** Contractor agrees to supply to County those office products and services as set forth in Appendix I attached hereto (the "Core List") at the prices set forth therein. With the exception of paper, toner/ink and can liner items, Core List pricing will be held firm until January 1, 2019 and thereafter will be updated every six (6) months on January 1st and July 1st of each year. Pricing for paper, toner/ink and can liner items on the Core List will be updated each calendar quarter. Upon request, and when available, Contractor shall provide County with manufacturer documentation to verify that paper, toner/ink and can liner price adjustments are being appropriately passed through to County. Contractor will meet with County on an annual basis (or as otherwise necessary) during the "Initial Term" (as hereinafter defined) and any "Renewal Term" (as hereinafter defined) to review the products and services on the Core List. Pricing updates to Core List items will be made in accordance with the pricing terms and conditions set forth above. In addition to and notwithstanding the above, the products and services on the Core List may be updated from time to time (to address additions, deletions, substitutions, and alternate products) upon notification by Contractor to County (including via e-mail). In the event of extenuating market conditions, Contractor reserves the right to adjust County's prices commensurately
- b. **Copy, Print and Design Products ("CPD").** Pricing for standard CPD items can be found on Appendix II attached hereto. In the event a CPD item is requested, including promotional products, that is not set forth on Appendix II, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements
- c. **Workspace Facilities.** Pricing for Workspace Facilities items can be found on Appendix III attached hereto. In the event a Workspace Facilities item is requested that is not set forth on Appendix III, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements.
- d. **Technology.** Pricing for Technology items can be found on Appendix IV attached hereto. In the event a Technology item is requested that is not set forth on Appendix IV, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements.
- e. **K-12 School Supplies.** Pricing for School Supply items can be found on Appendix VI attached hereto (the "School Supply Core List"). School Supply Core List pricing will be held firm until January 1, 2019 and thereafter will be updated every six (6) months on January 1st and July 1st of each year.

f. **System Furniture and Accessories.** Contractor provides both standard and systems furniture and design services to its customers upon request. In the event County desires to purchase systems furniture from Contractor, the discount shall be varying discounts from manufacturer list price at the time of order set forth on Appendix V. Contractor reserves the right to add and delete manufacturers from the product offering at any time and has the sole right to determine if a purchase falls within the category of system furniture, or if it is a standard purchase item. If County desires to purchase system furniture and accessories, they must notify their assigned sales representative and any resulting order must be placed as a special order in order to receive the agreed-upon special pricing. In the event it is a standard purchase item from the BSD Catalog, the pricing will be subject to the pricing set forth in Subsection g. of this Exhibit.

- i. Additional discounts may be available for large system purchases
- ii. Discount shall not apply to delivery charges and/or design and installation services
- iii. If County desires these services they shall contact their representative prior to placing any order so that a price can be mutually agreed upon
- iv. Special terms and conditions may be applicable to furniture services and products

g. **Non-Core Item Pricing.** Items not on the Core List ("Non-Core Items"), but which are identified in the Office Depot Business Select catalog that is in circulation at the time of the order ("Business Select Catalog"), will be priced at a discount of twenty percent (20%) off of the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Products contained in the Business Select Catalog may change without notice. Non-Core Items not identified in the Business Select Catalog but which are identified in the Business Solutions Division catalog or the School Solutions Catalog that are in circulation at the time of the order ("BSD Catalog" & "School Solutions Catalog"), will be priced at a discount up to ten percent (10%) off of the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. The foregoing pricing shall not apply to technology items, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings ("Excluded Items"). Non-Core Items that are not identified in the Business Select or BSD, or School Solutions Catalogs shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Items, will be established by Contractor in its discretion and will be presented to the County at the point of sale or otherwise at the time of order placement.

2. **Delivery/Minimum Order Value.** Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

3. **Additional Program Terms.** The Additional Program Terms and Conditions set forth in Appendix VII are incorporated by reference.
4. **Payment Terms.** Daily invoices are due thirty (30) days from the date of invoice and monthly summary billing is due in ten (10) days. County's credit limit shall be established by Contractor, who reserves the right to lower County's credit limit or refuse to ship any orders if at any time: (a) County is delinquent in making payments to Contractor or is otherwise in breach of this Agreement; or (b) County's credit standing becomes impaired or reasonably unsatisfactory to Contractor.

In certain instances, orders may be paid using a credit card; provided, however, if County elects to use a credit card as a form of payment, payment is due at the time of purchase.
5. **"America Saves" Program.** The County has determined to permit Contractor use of the terms and conditions of this Contract to sell Products and Services to other governmental entities ("Participating Agency"). The terms of such arrangement between County and Contractor are set forth in a separate agreement. In no event shall County be considered a dealer, remarketer, agent or other representative of Contractor.



APPENDIX I
CORE LIST ITEMS

SKU	Description	UM	Sell Price
102624	PAPER FASTENER 2"BASE 100BX	BX	\$2.25
102889	COVER,PSBD,8.5"CC,11X8.5,BLACK	EA	\$1.52
104592	PLANNER,MO,RY18,9.7X11.3,BLACK	EA	\$12.08
106201	PEN,MED,RTRCBL,EASYTOUCH,BK	DZ	\$6.05
106541	PEN,EASYTOUCH,RTRCBL,MED,BLUE	DZ	\$6.04
106835	INK,CANON PGI-35,BLACK	EA	\$12.50
108185	POCKET,DOUBLE,8TAB,PLASTIC,SET	ST	\$2.70
108610	THERMAL ROLL,2-1/4,OD,6/PK	PK	\$4.75
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	\$4.54
110187	DIVIDER,TABBING,PRINT,1.75"	PK	\$3.80
110488	PAGE,CD,8 CAPACITY,25PK	PK	\$14.17
110727	PEN,BALLPOINT,RT,RSVP,DZ,BLK	DZ	\$5.15
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	\$1.47
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	\$1.47
113167	REINFORCEMENT,P/S,1/4"HOLE,WH T	PK	\$0.46
117371	LABEL,ADDRESS,BX,11/8X31/2	BX	\$13.63
118645	STAPLE,OPTIMA,PREMIUM,3750/BX	BX	\$2.76
120675	PENS,MED.PT,RSVP,12PK,BLACK	DZ	\$4.35
120709	PENS,MED.PT,RSVP,12PK,BLUE	DZ	\$4.08
127270	STAPLE,REMOVER,3/PK ASSRTD COL	PK	\$1.48
128538	BOOK,STENO,GREGG,4X8,70SHTS	EA	\$2.30
128538	BOOK,STENO,GREGG,4X8,70SHTS	EA	\$2.30
128844	HIGHLIGHTER,12PK,YELLOW	DZ	\$3.54
128853	HIGHLIGHTER,12PK,ASSORTED	DZ	\$3.54
137757	PLANNER WKLY RY17 4X6 BLACK	EA	\$7.10
139179	divider,durable,wo,8 tabs	PK	\$1.98
139720	ERASERS,SM,36/BX,PINK	BX	\$3.11
141117	Pen,Bic Grip Roller	EA	\$0.56
143197	COVER,DOCUMENT,6CT,NAVY	PK	\$4.44
149407	WIPES,DISINFECTING,2PK	PK	\$10.22
149452	WIPES,DISINFECTING,CLOROX,3PK	PK	\$5.86
154679	PLANNER,WK,RY,18,8X11,BLK	EA	\$13.80
156075	PAPER,COPY,11X17,500SH,BLUE	RM	\$9.18



160064	FLAGS,POST-IT(R),SMALL SIZED	EA	\$6.09
168321	CALENDAR MTH RY17 12X27 WH	EA	\$8.70
169972	HOLDER,PAPER CLIP,MESH,BLACK	EA	\$0.79
169986	2000+ Self-ink, Rectangle	EA	\$12.12
170007	2000+ Self-ink, Rectangle	EA	\$13.37
171542	Kingston DataTraveler 100 G3 -	EA	\$6.18
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	\$9.81
172528	PAD,NTE,POST 3"X5",12/PK,YEL	DZ	\$11.69
173336	DISPENSER,TAPE,DSKTOP,3/4",BLK	EA	\$1.81
176376	WALL,CAL,3MTH,RY18,12X27,WHT	EA	\$10.55
181529	PENCIL,#2 POLY LEAD,DISP,12/PK	DZ	\$2.36
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	\$1.12
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	\$1.12
181636	PEN,BALL PT,FINE,STICK,BLACK	DZ	\$1.41
182564	LABEL,LSR,CD/DVD,WHT,50CT	PK	\$15.64
182725	PEN,FLAIR,W/PNTGRD,BLUE,DZ	DZ	\$12.99
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	\$9.11
182741	PEN,FLAIR,PNTGRD,DZ,BLK	DZ	\$11.79
182758	PEN,FLAIR,W/POINTGUARD,DZ	DZ	\$12.99
185432	SANITIZER,HAND,PURELL,ALOE,8OZ	EA	\$6.35
186534	Tray,letter,recycled	EA	\$1.91
190778	CUP,PLASTIC,3OZ,2500	CT	\$44.78
193893	Verbatim USB Drive USB flash d	EA	\$6.44
195369	Verbatim USB Drive USB flash d	EA	\$13.53
196048	REFILL,PEN,STAY-PUT,BLACK	EA	\$0.79
196063	PEN,BALLPOINT,STAY-PUT,BLACK	EA	\$1.45
196517	PAPER,X-9,11",20LB,10/CASE	CA	\$27.85
196643	PAPER,X-9,8.5X14,20LB,10/CASE	CT	\$46.42
198802	FILE,STRGE,ECON,LTR/LGL,12CT	CT	\$25.32
200458	PAPER,COMPUTER,1PT,PERF,20LB	CA	\$18.98
200476	FILE,STORE,HVDTY,LTR/LGL,12CT	CT	\$48.57
202334	PORTFOLIO,POLY,FASTENERS,ASTD	EA	\$0.64
202812	MARKER,FELT,PERM,KING SIZE,DZ	DZ	\$14.50
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	\$4.30
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	\$7.29
203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	\$8.10



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203711	MARKER, PERM, FELT, MAGNUM 44, BLK	EA	\$2.72
204057	CLEANER, BOARD, DRY ERASE, 8 OZ	EA	\$3.07
206573	MOISTENER, FINGERTIP, HYGIEN, 1OZ	EA	\$1.66
207037	PEN, RT, GEL, G2, 1.0MM, DZ, BLUE	DZ	\$12.08
207044	FRESHENER, AIR, NEUTRA, LYSOL	EA	\$2.57
208378	OD DUR VW 1" BINDER BLACK	EA	\$3.43
208801	BINDER, ODP, VW, RR, 1", RED	EA	\$3.43
208819	OD DUR VW 1" BINDER WHITE	EA	\$3.57
209215	BINDER, ODP, VW, RR, 1.5", WHITE	EA	\$4.22
209233	OD DUR VW 2" BINDER BLACK	EA	\$5.54
209521	BINDER, ODP, VW, RR, 2", PURPLE	EA	\$2.11
209593	BINDER, ODP, VW, RR, 2", RED	EA	\$2.11
209809	OD DUR VW 3" BINDER BLACK	EA	\$6.82
210106	BATTERY, ALKALINE, MAX, AA, 16/PK	PK	\$8.84
210142	BATTERY, ALKALINE, MAX, AAA, 16/PK	PK	\$9.27
212041	BINDER, INP, VW, DR, 1.5", RED	EA	\$6.81
212634	PENCIL, GOLF, SHRPND, 144PK, YLW	PK	\$3.54
213436	GRIP, FINGERTIP, SZ 5, 10/BX, ASTD	BX	\$5.55
217018	BINDER, JB, VW, RR, 1", WHT, 12pk	PK	\$16.56
217262	PEN, GEL, MED, DOZEN, BLU	DZ	\$14.33
218147	WALL, CAL, MTH, RY18, 12X17, PLNMO	EA	\$8.80
218412	CARTRIDGE, TAPE, BLACK ON WE	EA	\$9.93
221051	STAPLE, 1/4", 15-25 SHT, 5000BX	BX	\$1.97
221720	CLIP, PPR, #1, PRM SMTH, OD, 500PK	PK	\$1.33
226106	CALENDAR MTH RY17 8X11 WH	EA	\$5.24
231822	TONER, LJ CE278A, HP, BLACK	EA	\$59.30
232986	FOLDERS, FILE, 6/PK, ASSORTED	PK	\$1.43
239376	TAPE, LETTERING, PT340/PT540	EA	\$11.30
239384	TAPE, LETTERING, PT340/PT540	EA	\$9.85
241338	CALENDAR WAL RY17 15X12 WR CR	EA	\$9.42
242767	CLIP, MAGNET, SQUARE, LARGE, 3PK	PK	\$1.49
242785	CLIP, MAGNET, BULLDOG, LG, 3PK	PK	\$0.98
251849	CUP, PERFECTOUCH 12OZ, 50CT	PK	\$4.47
254089	TAPE, CORRECTION, LP DRYLINE, 2PK	PK	\$3.11
254680	ENVELOPE, REDISEAL, 28#, 9.5X12.5	BX	\$22.33
254994	REELS, CARABINER, BADGE, 4/PK	PK	\$5.02



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255876	ROUND STICK,MEDIUM BLUE 60/BX	BX	\$3.43
256610	CLIPS,JUMBO,WRLD BRAND,NONSKID	PK	\$6.74
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	\$4.70
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	\$4.72
256957	WIPES,PRE MOIST 3",60CT	EA	\$3.15
256957	WIPES,PRE MOIST 3",60CT	EA	\$3.15
257191	PEN,FLAIR,W/POINTGUARD,PURPLE	DZ	\$12.69
259633	TAPE,SCOTCH,6/PK	PK	\$10.19
265890	PLANNER,MTH,Ry18,7X9,CHAR	EA	\$12.04
268081	BOOK,STENO,RECY,GREGG,80PG,W HT	DZ	\$11.84
271501	PAPER,PRM CHOICE LASER,HP,REAM	RM	\$8.77
272141	PAD,PERF,DKTGLD,LGLRLD,5X8,6PK	PK	\$2.66
272176	NOTE,PST-IT(R),POP-UP,3X3,PK12	PK	\$11.38
273361	WITE-OUT,EZ,DOZ,WHITE	DZ	\$9.41
274386	HOLDER,SIGN,STANDUP,5X7,CLEAR	EA	\$3.83
274457	HOLDER,SIGN,SLANTED,8.5X11,CLR	EA	\$3.42
284056	PEN,PREC GRP,RLLR,BLD,12PK,BLK	DZ	\$14.89
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	\$5.46
286717	TAPE,CORRECTN,DLULTRA,3PK,AST	PK	\$5.89
288517	PEN,Z-GRIP,BP,RTRCT,MED,DZ,BLK	DZ	\$2.52
289106	DESKPAD MTHS RY17 M BLK	EA	\$5.64
290149	DIVIDERS,PRINT-ON,WHITE,8T,1ST	PK	\$5.11
293037	TOTE,SNAP LID,CLEAR,68 QUART	EA	\$16.03
295818	STRIPS,PICTURE HANGING,MED,6PK	PK	\$4.35
295825	PEN,ZEBRA,Z-GRIP,RT,24PK,BLK	PK	\$5.78
299847	NOTES,SUPER STICKY,3x3,YW	PK	\$11.76
301366	TAPE,MASKING,1"X60 YDS,3M	EA	\$6.33
304052	Deskpad,M,22X17,1C,OD,RY17	EA	\$1.85
304954	FLAG,SIGN HERE,POST-IT,200PK	PK	\$7.29
305306	AWARD,PLAQUE,8.5X11,MAHOGAN Y	EA	\$10.74
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	\$6.24
305557	FRAME,CORNELL,8.5X11,BLACK	EA	\$3.49
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	\$6.68



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306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	\$6.52
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	\$5.75
307512	ERASER,DRY ERASE,EXPO	EA	\$1.80
307744	PAD,SCRATCH,4X6,WHT,100SHT,DZ	DZ	\$3.18
307944	PEN,PROFILE,PM,BOLD,DZ,BLUE	DZ	\$10.53
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	\$4.01
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	\$5.15
308478	CLIP,PAPER,#1,SMTH,OD,10PK	PK	\$1.64
308957	CLIP,BINDER,LARGE,2IN,12BX	BX	\$1.53
309872	MARKER,PERM,3000,CHISEL PT,BLK	DZ	\$3.97
311837	COVER,PSBD,2.75CC,8.5X11,BLK	EA	\$2.47
313619	PAD,FINGER,SUREGRP,#11.5,AMBER	BX	\$1.43
314264	CD-R,VERBATIM,SPINDLE,100PK	PK	\$11.84
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$9.51
317172	PAPER,COCKLE,8.5X11,20#	RM	\$30.23
320960	STAPLE,1/4",SF1,15-25SHT,5M/BX	BX	\$0.81
322795	NOTES,POST-IT,1.5X2,12PK,ASST	PK	\$4.17
323741	NOTEBOOK,3X5,OE,NAR RLD,50-SHT	EA	\$1.26
324827	CALENDAR MTH RY17 16X23 WH	EA	\$10.01
326118	USB, Twist Turn,16GB, 2.0	EA	\$6.53
326201	USB, Twist Turn,32GB, 2.0	EA	\$23.99
326226	BINDER,OD,VIEW,DR,3",BLACK	EA	\$7.67
326253	USB, Twist Turn,16GB, 2pk	EA	\$11.93
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	\$8.63
330776	ENVELOPE,CLASP,28LB,#75,100BX	BX	\$6.96
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	\$16.04
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	\$10.32
332013	MOISTENER,ENVELOPE	EA	\$2.12
332063	PAPER,X-9,11",20LB,REAM	RM	\$3.65
332787	BATTERY,AA SIZE,12PACK	PK	\$8.16
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$6.46
341224	ORGNZR,DSK,SLNT,8-SECT MESH	EA	\$34.42
344279	STAPLES,PREMIUM,5000BX	BX	\$1.10
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	\$3.74
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$26.04
344566	TISSUE,KLEENEX FACIAL,WE,12/CT	CT	\$16.66



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344734	REMOVER,STAPLE,PEN STYLE	EA	\$0.87
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	\$4.52
345645	PAPER,COPY,8.5X11,500SH,GRN	RM	\$4.52
345652	PAPER,COPY,8.5X11,500SH,PINK	RM	\$4.52
345660	PAPER,COPY,8.5X11,YEL,500SH	RM	\$4.52
345678	PAPER,COPY,8.5X11,500SH,BUFF	RM	\$4.32
345694	PAPER,COPY,8.5X11,IVY,500SH	RM	\$4.50
346437	CUP,PENCIL,MESH,BLACK	EA	\$0.59
346703	PLANNER WKLY RY17 8X11 BLK	EA	\$11.53
348037	PAPER,COPY,OD,CASE,10-REAM	CA	\$36.66
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	\$22.77
355211	WALL,CAL,MTH,RY18,8X11,PLNMO	EA	\$6.65
358070	CLIPS,PPR,#1,OD,RCYCLD,100/BX	BX	\$0.22
358180	CLIPS,PPR,GNT,OD,RCYCLD,100/BX	BX	\$0.65
360669	INDEX,ERASABLE,5-TAB,SET,WHT	ST	\$0.47
364065	PAPER,ASTRO,8.5x11,TERRA GREEN	RM	\$7.76
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	\$20.55
364372	LABEL,LSR,ADDR,WHT,2000CT	BX	\$26.05
365153	LUBRICANT,BOTTLED,SHREDDER	EA	\$4.11
367221	BINDERS,W/PCKTS,D/R,2-1/2",WHT	EA	\$9.69
369088	DIVIDER,INSERT,5TAB,6SETS/PK	PK	\$2.85
369571	POST-IT FLAGS,SM,140 CT,4COLOR	PK	\$3.07
369581	POST-IT FLAGS,SM,ASTD COLORS	PK	\$2.51
375667	SCISSORS,STRAIGHT,OD,8",BLACK	EA	\$4.11
378410	SCISSORS,8"BENTSTR,3PK,BK	PK	\$2.06
387026	32GB USB 3.0 DataTraveler SE9	EA	\$18.07
388106	spray,sanitizing,clorox,32 oz	EA	\$3.59
391401	DIVIDER,INDEX,8TAB,6PK	ST	\$9.91
392430	TONER,HP CC364A,BLACK	EA	\$133.06
392522	MARKER,PERM,CHSL,DZ,BLK	DZ	\$6.59
395598	Fingertip Moistener 1.75oz 2pk	EA	\$3.56
395971	POST-IT FLAG,BRIGHT ASTD,4/PK	PK	\$2.37
395991	POST-IT FLAG,ASTD CLR,4/PK	PK	\$2.33
396291	BINDER,OD,VIEW,RR,1",WHITE	EA	\$1.56
399401	POCKET,BUSINESS CARD,ADHES,10P	PK	\$3.67
399905	Deskpad,M,22X17,1C,OD,RY18	EA	\$1.78
401826	frame,photo,8x10,cherry	EA	\$7.59



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401853	PLANNER WKLY RY17 8X11 BLK	EA	\$13.80
402067	FILE,STOR,LTR/LGL,RNFRCD,12/CT	CT	\$20.71
404384	BSD 27	EA	\$0.00
408344	FLUID,CORR,BOND,WHITE,3/PK	PK	\$3.27
408753	INDEX,LGL EXH,OD,1-25,LT,BK/WT	ST	\$1.22
409023	INDEX,OD,11x8.5,1-15TB,BK/WT	ST	\$0.88
409779	INDEX,DVDR,TOC,A-Z TAB,BLK/WHT	ST	\$1.34
411041	ET Fldr Strt Tab Ltr Red 10PK	PK	\$2.65
412086	DATED-18	EA	\$0.00
420852	PAD,STAMP,OD,#1,GEL,BLACK	EA	\$1.51
420994	NOTE OD,3X3,YLW,18PK	PK	\$2.42
422392	TAPE,OD,INVISIBLE,4PK,BOX	PK	\$2.87
422443	NOTEBOOK,BUSINESS,11 X 8.25"PL	EA	\$5.36
422721	LABEL,LSR,HALF,COLORJOBS,50CT	PK	\$9.12
423545	PAPER,ASTROBRIGHT 65#,LTR,GRN	PK	\$7.05
423574	PEN,ROUNDSTIC,BIC,MED,BLUE	DZ	\$0.81
423582	PEN,ROUNDSTIC,BIC,MED,BLACK	DZ	\$0.80
423590	PEN,ROUNDSTIC,BIC,MEDIUM,RED	DZ	\$0.81
424152	PAPER,ASTROBRIGHT 65#,LTR,BLU	PK	\$8.20
427111	STAPLE REMOVER,BLACK	EA	\$0.18
427151	PUNCH,3HOLE,ADJ RUBBER HDL,BLK	EA	\$4.61
428468	NOTE,POST-IT,POP-UP,SS,12PK,YW	PK	\$10.39
431547	STRIPS,PCT HNG,LRG,WHT,COMMAND	PK	\$2.84
431909	REFILL DLY RY17 3X6 WHT	EA	\$1.64
432087	STAPLES,STANDARD,3/PACK	BX	\$1.95
432255	STAPLES,STANDARD,5 PACK	PK	\$3.31
433607	PORTFOLIO,2PKT,W/FAST,10PK,RED	PK	\$3.08
441771	FASTENER,SELF AD,2",OD,1C/BX	BX	\$2.72
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	\$0.96
443296	NOTE OD,3X5,YLW,12PK	PK	\$3.68
443520	FLAG,POST-IT,1" MULTI COLOR	EA	\$5.90
444976	CARTRIDGE,PRINT,51604a,BLK	EA	\$12.06
448991	PORTFOLIO,POLY,BLACK	EA	\$0.44
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$3.77
451898	MARKER,PERM,UFINE,SHARP,DZ,BL K	DZ	\$8.37



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452913	TAPE,ECO,MAGIC,3/4"x900",10PK	PK	\$17.07
455381	FASTENER,SELF AD,OD,1",100BX	BX	\$1.95
458547	MOISTENER,FINGERTIP,3/8OZ,3PK	PK	\$1.67
458554	FINGERTIP MOISTNERS,1.75OZ,2PK	PK	\$3.69
458612	SCISSORS,STRT,8",2/PK,BLK	PK	\$2.29
458914	BATTERY,AA,ALKALINE,24/PK	PK	\$14.42
463314	LABEL,ADDRESS,RL,1-1/8X3.5	BX	\$16.02
466342	MONEY/RENT RECEIPT BK 3 PT	EA	\$1.73
470229	INDEX,A-Z,11X8.5,AST	ST	\$2.70
470237	INDEX,MTHLY,11X8.5,AST	ST	\$2.10
470245	INDEX,11X8.5,1-31TAB,MULTICLR	ST	\$4.42
471011	Quick Drive USB 16GB	EA	\$9.20
471286	BINDER,INP,VW,DR,3",ARMY GREEN	EA	\$12.49
471835	BINDER,JB,RR,0.5",BLK	EA	\$2.29
473576	TAPE,INVISIBLE,3/4"x1296",PK16	PK	\$12.62
475144	DIVIDERS,TOC,A-Z,MULTICOLOR	ST	\$2.69
477674	CALENDAR MTH RY17 12X17 WH	EA	\$7.08
477678	CLIPBOARD,LEGAL,OD,2/PK,WOOD	PK	\$2.27
477727	CLIPBOARD,OD,3/PK,WOOD	PK	\$2.79
478123	PAPER,CPY,8.5X11,500SH,SALMON	RM	\$4.50
478156	PAPER,COPY,8.5X11,500SH,LILAC	RM	\$4.50
480710	PAD,OD GREEN,JR,6/PK,8x5,WHITE	PK	\$5.98
487017	CALENDAR MTH RY17 20X30 WH	EA	\$13.13
488075	REFILL DLY RY17 3X6 WH	EA	\$4.55
491203	ENVELOPE,COIN,GUM,#7,KT,500/PK	BX	\$16.79
491802	SHT,PROT,CD PCKTS,10/PK	PK	\$0.48
497999	CERT CVR NAVY CREST 5/PK	PK	\$3.34
500399	CAMERA,ELPH160,20MP720,SILVER	EA	\$117.59
500744	HEAVY WT FORK	BX	\$2.79
500827	HEAVY WT SPOON	BX	\$2.58
501164	PLANNER MTH RY17 7X9 BLK	EA	\$8.36
502517	RIBBON,PRT,23XX,24XX,25XX	EA	\$11.83
503672	PADLOCK,COMBINATION,1-7/8"	EA	\$3.16
506490	BINDR D-R QUICKFIT O/L 2" WHT	EA	\$7.77
506567	BINDR R-RNG QUIKFIT O/L 1" WHT	EA	\$3.20
506595	BINDR R-RNG QUIKFIT O/L 1.5 WT	EA	\$3.85
506630	BINDR R-RNG QUIKFIT O/L 2" WHT	EA	\$4.42



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507030	PEN,RECYCLED,ROLLER,XF,DZ,BLUE	DZ	\$14.47
508338	NAPKIN,LUNCH,RECY PAPER,400PK	PK	\$2.42
512112	WIPES,LYSOL,LMNLM BLOSSOM,80CT	EA	\$5.23
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	\$7.56
523193	film,correction,liner,exact,1pk	EA	\$1.60
523431	PAD,PERF,5X8,OD,CAN,JR LGL RLD	EA	\$0.22
528712	MARKER,DRYERASE,EXPO,12PK,AST D	DZ	\$10.99
531624	ENVELOPE,CLASP,28#,9X12,BN	BX	\$10.45
532151	ENVELOPE,CATALOG,12.5X18.5	BG	\$7.28
532268	ENVELOPE,REDISEAL,6X9,28KFT	BX	\$10.54
536366	CLEANER,DSNFCT,WIPES,LMN	CT	\$33.22
538903	CLIPBOARD,PLASTIC,RECY,BE	EA	\$3.52
538923	4-7/8X5CD/DVDSLEEVE24WW	BX	\$5.69
540276	JIFFYLITE CD-ROM MAILERS	CT	\$11.14
542812	HIGHLIGHTERS,RCYCL,12PK,PINK	DZ	\$2.72
542857	HIGHLIGHTER,RCYCL,12PK,GREEN	DZ	\$2.61
543082	MANILA FF,LTR,POSITION 3	BX	\$6.42
543280	MANILA FF,LTR,1/3 CUT	BX	\$7.21
543559	COLOR FAST FLDR,1/3,LTR,RED	BX	\$18.94
543991	PRESSBOARD,1 DIV,2",LTR,BLU	BX	\$26.99
544227	Paper,Copy,8.5X11,Ivory,5M	RM	\$5.54
544359	PLANNER,WK,RY18,PKT,3X6,BLK	EA	\$9.35
544458	NOTES,POST-IT,SUPER STICKY,12P	PK	\$11.55
544648	END TAB FLDR FAST,LTR,1 FAS	BX	\$13.51
544882	END TAB FLDR,LGL,STRAIGHT	BX	\$28.79
545161	COLOR FILE PKT,31/2 ,LTR,BLU	EA	\$0.99
545469	BATTERYCOPPERTOP,AAA,24PK	PK	\$16.99
545539	COLOR FILE PKT,51/4 ,LGL,RED	EA	\$0.83
545881	MANILA JKT,LTR,1" EXP,REINF	BX	\$15.48
546871	EXPANDING PKT,LETTER,5 1/4"	BX	\$7.56
548370	PEN,COUNTERFEIT,DETECTOR	EA	\$2.98
548999	POST-IT,MIAMI,3x3,10PK	PK	\$13.12
550475	BLADE,UTILITY KNIFE,5/PK	PK	\$0.81
552021	INDEX,RG BK,8TAB,11X8.5,AST	ST	\$0.84
552478	CLPBRD-6X9-TRNSP-SMOKE	EA	\$1.00



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553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	\$1.50
553928	DIVIDER,LEGAL,26-50,1/SET,WHT	ST	\$4.30
555347	PEN,BPOINT,RT,BK,DZ	DZ	\$4.49
555356	PEN,BPOINT,RT,RD,DZ	DZ	\$4.49
560394	CLIPS,BINDER,36PK,SMALL,BLACK	PK	\$0.58
560941	ENVELOPE,CD,50PK,WHITE	PK	\$3.47
561339	CLIPS,BINDER,24PK,MED,BLK	PK	\$1.00
561510	CANISTER,CREAMER-12 OZ.	EA	\$1.70
561894	NOTE,POST-IT,1.5X2",12PK,NEON	DZ	\$4.88
562102	AWARDS,CERT HOLDER,BLK,10PK	EA	\$4.71
563300	NOTES,3x3,REC,24PK,PASTEL	PK	\$23.21
564853	REELS,CARABINER,BADGE,4/PK	PK	\$2.89
567775	LABEL,FILING,EXTRA LARGE,WHT	PK	\$10.65
570465	LABEL,LSR,RET,WHT,2000CT	PK	\$6.51
570965	LENOVO MESSENGER MAX MESSENGER	EA	\$23.13
571362	BATTERY,ALKA,9V,4	PK	\$11.37
571373	BATTERY,ALKA,AAA,12	PK	\$7.42
573646	TAPE,ART ,1/8" GLOSS,BK	EA	\$0.36
574866	DIVIDER,INS,5,BG TB,RCY,OD,CLR	ST	\$0.47
574929	DIV,INS,5,EXTRA WIDE,ASTD,OD,BIG TAB	ST	\$0.49
575013	dividers,od,ins,8st,astd	ST	\$1.92
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	\$7.97
576833	FLAGS,"SIGN HERE",4/PK	PK	\$7.15
578515	WHITE CD/DVD SLEEVES 50 PK	BX	\$1.70
578825	TAPE,MAGIC,SCOTCH,3/PK	PK	\$18.74
580195	Kingston DataTraveler 100 G3 -	EA	\$14.91
581985	TAPE,CORRECTION 4-PACK,WE	PK	\$4.54
584260	NOTE,POST-IT,1.5X2,24/PK	PK	\$7.52
587463	BATTERY, ALKA, AA, 20	PK	\$10.21
587526	BATTERY, ALKA, AAA, 20	PK	\$14.66
588286	NOTEBOOK,SPL,1SB,100,CR,8.5x11	EA	\$2.72
589510	PAPER,FILLER,CR,10.5X8,3H,150S	PK	\$2.73
590370	BATTERY,LITHIUM,3V	EA	\$4.51
590427	CLIP,MAGNET,SMALL	EA	\$1.40
591215	SHARPENER,PENCIL,MNL,2 HL,ASTD	EA	\$0.39



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591948	PORTFOLIO,2PKT,10PK,LT GRN	PK	\$2.25
592705	BINDER,EASY OPEN,RR,3",RED	EA	\$8.71
593395	PAPER,X9,20#,92B,14,W	RM	\$4.73
593605	CORRECTAPE,DRYLINE,MINI,5/PK	PK	\$6.73
595347	WATER,NESTLE PURE,8OZ,24CA	CA	\$3.41
597030	NOTES,1 1/2X2,24PK,PST	PK	\$12.54
597196	DVD-R,4.7GB,16X,100 SPINDLE	EA	\$14.44
609336	TAPE,DRYLINE,GRIP,2PK,BLU&PURP	PK	\$3.25
615630	COFFEE,DONUTSHOPBLND,2 OZ/42	CA	\$25.90
617209	PAD,POST-IT,RULED,4x6,5/PK,YLW	PK	\$8.52
618017	PAD,EASEL,25X30.5,WHT,POST-IT	PD	\$18.91
619627	HIGHLIGHTER,PKT,ACCENT,FLYL,DZ	DZ	\$5.94
620007	WATER,BTL,NSTL PURE LIFE,24/CS	CA	\$6.23
620308	Centon DataStick Pro - USB fla	EA	\$45.72
621320	BAG,TAMP EVD,OPQ,9X12,100PK	PK	\$10.54
624900	PRTCTR,SHT,HVYWGHT,100 BOX	BX	\$7.95
625502	PadLegal,8.5x11.75,Canary,50Sh	PK	\$5.99
631335	cover,rpt,clr frnt,10pk,black	PK	\$2.21
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	\$20.60
634000	ENVELOPE,#10,WIN,24#,500CT,WH T	BX	\$12.21
634277	Pad Legal , 5 x 8, Astd, 50 Sh	PK	\$3.17
634313	Book Steno , 6x9, White, 70 Sh	PK	\$3.94
637651	TAPE,W/DISP,MAG,3/4"X350",4/PK	PK	\$4.38
642375	DRIVE,USB,STORE'N'GO,8GB	EA	\$5.54
645717	Andis 14pc Beard Mustache Kit	EA	\$18.35
646557	TONER,LASERJET,HP90A,BLACK	EA	\$153.80
648253	16GB DATATRAVELER FLASH DRIVE	EA	\$6.10
650457	TAPE,SEALING,2X22YD,DISP,CLEAR	RL	\$1.90
650988	RECYCLING LASER BOX	EA	\$0.00
651895	CUP,TRANS,PLASTIC,12OZ,50CT	PK	\$2.52
653428	INDEX,RG BK,5TAB,11X8.5,CLEAR	ST	\$0.33
653436	INDEX,RG BK 5TAB,11X8.5,AST	ST	\$0.70
653444	INDEX,RG BK 8TAB,11X8.5,AST	ST	\$0.52
653451	INDEX,RG BK 8TAB,11X8.5,CLEAR	ST	\$0.79
653469	AVERY READY INDEX 6PK	ST	\$5.13
664011	PEN,ROUND STIC,BIC,60CT,BLACK	BX	\$3.90



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664409	PEN,UNIBALL,MICRO,ONYX,DZ,BLUE	DZ	\$4.90
666094	CASE,CD/DVD SLM CSE,50 PK	PK	\$10.00
666312	STAMP,SELF INK,1.87X2.31	EA	\$9.77
666537	TAPE,MASKING,HIGHLAND,1"X60YD	RL	\$1.09
668259	HOLDER,LITERATURE,LTR SIZE,CLR	EA	\$2.81
675399	DESKPAD,M,RY18,22X17,2CLR	EA	\$6.85
676488	CALENDAR YR RY17 24X36 WH	EA	\$7.82
677318	PEN,BALLPT,WOW,MED	DZ	\$4.04
677346	PEN,BALLPT,WOW,MED	DZ	\$4.04
678585	BOOKEND,STEEL,9",BLACK	PR	\$7.79
679314	DESKPAD,M,OD,RY17,22X17	EA	\$2.94
682257	CALENDAR MTH RY17 16X23 WH	EA	\$11.11
687557	REFILL,PEN,G-2,BOLD,2PK,BLACK	PK	\$1.34
688628	Ricoh SP 5200HA - toner cartri	EA	\$123.05
689082	NOTE,POPOP,RCYLD,3x3,12PK,PSTL	PK	\$9.78
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	\$6.57
699459	TAPE,CORRECTION,6PK,ASTD	PK	\$2.47
703425	MEETING NOTEBOOK	EA	\$5.69
705876	PROTECTOR,SHT,OD,PHOTO,10PK	PK	\$0.70
706324	PEN,PM100RT,MED,DZ,BLUE	DZ	\$3.59
706523	DESKPAD MTH RY17 22X17 BL	EA	\$6.70
707032	CLIPS,BINDER,LARGE	BX	\$3.61
707241	PLANNER DLY RY17 5X8 BLK	EA	\$14.75
708644	PLANNER WKLY RY17 6X8 BLK	EA	\$8.23
723688	NOTES,3X3,POP-UP,DEEP,CLR,12PK	PK	\$5.65
728367	PEN,B2P,BLPT,RCYLD,FN,DZ,BLK	DZ	\$7.34
728673	PEN,B2P,BLPT,RCYLD,MED,DZ,BLK	DZ	\$7.34
728718	PEN,B2P,BLPT,RCYLD,MED,DZ,BLU	DZ	\$7.34
728919	PEN,BALLPOINT,STICK,DOZEN,BLK	DZ	\$1.07
731973	PLANNER,WK,RY18,8X11,BLK	EA	\$13.50
731978	PLANNER MTH RY17 9X11 BLK	EA	\$10.80
733601	PENCIL,#2,OD,72/BX	BX	\$4.22
735871	BINDER,POCKET,POLY,5PK	PK	\$1.48
740016	TIMECARD,WK,M-S,1SIDE,100PK	PK	\$2.55
741361	FILE,PROJECT,10/PK,ASTD COLOR	PK	\$1.88
745021	TAPE,MOUNT,EXT,S/STRONG,1X60"	EA	\$2.79
745234	INDEX,11X8.5,5TB,WE,CLRD	ST	\$1.24



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747566	Stereo Headphones	EA	\$5.26
747920	POCKETS,ACCORDIAN,LTR	EA	\$0.76
750067	SIGN HERE TAPE FLAG	PK	\$3.54
753313	LABEL,SHIPPING,RL,2.5X4	RL	\$13.21
754871	MARKER,CHISEL,SHARPIE,BLACK	DZ	\$8.22
755442	RUBBER BANDS SIZE 117 1-LB	BG	\$3.88
757784	CARTRIDGE,RIBBON,LQ-590	EA	\$7.35
757810	FOOD SRV,SUGR CNSTR,20OZ	EA	\$1.37
759826	REFILL,ENRGL,NDL,.7MM,BE	EA	\$0.68
760843	ERASER,CLIC,REFILL,4PK,WHITE	PK	\$1.77
764426	BOOK,MEMO,TOPWIRE,3X5,CR,3PK	PK	\$1.13
765415	ENVELOPE,SDELD,LTR,5PK,CR	PK	\$5.44
765676	TAPE,CHART,1/8",GLOSS BLACK	RL	\$5.22
765737	COFFEE,GR,CL RS 30.5oz	EA	\$6.88
765798	BOOK,MEMO,WRBND,TOP,CR,60S,1 2	PK	\$7.22
766967	STAPLES,STANDARD,OD	BX	\$1.97
768332	NOTES,4X6,SS,LINED,3PK,ASSTD	PK	\$5.93
771882	PEN,INKJOY,MED,550RT,12PK,BLU	DZ	\$10.77
772141	REFILL,PEN,G-2,FN,2/PK,BLACK	PK	\$0.99
775512	BOOK,APT,GRP,UNDATED	EA	\$26.25
776316	COUNTER,TALLY,HAND	EA	\$8.40
776890	WIPE,DISINFECTING,CLOROX	EA	\$2.39
779033	PLANNER,WK,RY18,BUS,9X11,BLK	EA	\$12.40
779964	PEN,PM,INKJOY,300RT,1.0,DZ,BLK	DZ	\$2.90
779982	PEN,INKJOY,300RT,O/S,BE	DZ	\$2.92
780845	CUTLERY,KNIFE,HVYMED,100CT,WH T	BX	\$2.81
780875	CUTLERY,SPOON,HVYMED,100CT,W HT	BX	\$3.43
780900	CUTLERY,FORK,HVYMED,100CT,WH T	BX	\$3.43
781242	MARKERS,PRMNT,FN,RCYL,12PK,BL K	DZ	\$3.87
785636	POCKET,FILE,LGL,3.5EXP,YW	EA	\$1.88
786236	POCKET,FILE,LTR,EXPAND,3.5"	BX	\$19.41
795906	PAD,PERF,DKTGLD,8.5X11,CAN,LGL	DZ	\$21.83



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798923	FS Color LDG DblSd, 24#	EA	\$0.38
800278	LETTER OPNR,STAINLSS STL,GRIP	EA	\$1.25
801178	DRIVE,USB,SANDISK,16GB	EA	\$7.59
801457	Y5017L POLY/COTTON,LARGE	PR	\$0.75
802660	RIBBON,SEIKO EPC UNIV,BLK/RED	EA	\$1.03
802702	RIBBON,IBM,WHEELWRITER,CORR,B K	EA	\$5.00
806849	HIGHLIGHTER,TANK,36PK,YELLOW	PK	\$15.90
807788	Kingston DataTraveler 100 G3 -	EA	\$4.30
808857	CLIP,BINDER,SMALL,12/BX	BX	\$0.34
808865	CLIP,BINDER,MED,12 CLIPS/BX	BX	\$0.82
809541	TRAY,LETTER,WIRE,3IN DEEP,BLK	EA	\$2.56
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	\$4.37
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$3.20
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	\$5.73
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	\$5.11
820483	CALCULATOR,DESKTOP,MS-805	EA	\$4.50
821808	WIPES,DISINFECTANT,CLOROX	EA	\$3.94
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	\$3.01
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	\$15.67
826876	TAPE,CORRECTION,WITEOUT,10PK	PK	\$12.44
827924	DESKPAD MTH RY17 22X17 BLK	EA	\$8.47
837278	BENT,VALUE,8IN,ASST	EA	\$2.29
837584	POST-IT,FLAGS,VALUE PACK,5/PK	PK	\$8.24
841379	Bulk Item Convenience Fee	EA	\$0.01
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	\$6.78
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	\$23.31
852262	CARTRIDGE,INK,CANON,CLI-36,CLR	EA	\$13.66
853197	CALCULATOR,DESKTOP,STANDARD	EA	\$2.86
855730	RUBBERBANDS,SZ19,1#	BG	\$2.97
855883	RUBBERBANDS,SZ33,1#	BG	\$2.97
855916	PENCIL,MECHANIC,MEDIUM,36BX	BX	\$9.08
859678	SKILCRAFT,STAPLE,.25",CHISEL	BX	\$1.77
859928	REFILLS,25SHTS,GRN&BLU	PK	\$5.00
865486	PEN,RETRCT,VEL GEL,.7MM,DZ,BLK	DZ	\$5.15
865567	PEN,RETRCT,VEL GEL,.7MM,DZ,BLU	DZ	\$5.15
868313	FILE,WALL,UNBREAK,3 PK,BLACK	PK	\$7.65



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871797	WALL,CAL,YR,RY18,24X36,WHT	EA	\$7.58
874949	NOTES,POST-IT,1.5X2,CA	PK	\$11.02
874998	NOTES,POST-IT,3X3,CA	PK	\$23.70
877505	TAPE,CORRECTION,LP,RCYCLD,2PK	PK	\$3.31
879126	ADHESIVE,ADH DOT ROLL,WHT	EA	\$2.97
879363	SCISSORS, NONSTK, 8"STR, GY/YW	EA	\$9.85
879370	ENVE SELF-SEAL 9x12 KRFT 1C/BX	BX	\$19.29
879800	TAPE,CORRCTION,WITE-OUT,PN,4PK	PK	\$6.60
880023	WALL,CAL,MTH,RY18,8X11,BLK	EA	\$6.95
882851	SCISSOR,PNTD,ERGO,5IN	EA	\$1.54
882915	MOUSEPAD,BLACK	EA	\$0.75
883741	TONER,HP 81A,ORG LJ,BLACK	EA	\$165.04
888515	BANDS,LTX FREE,#117B,ORG	BX	\$4.11
890051	FRAME,ROSEWD,W/BK,8.5X11	EA	\$7.50
893385	PENCIL,DRAFTING,SHARP,.9MM,2PK	PK	\$6.98
893460	PENCIL,MECH,TWST ERSE,.7MM,2PK	PK	\$4.08
901144	FASTENERS,INTRLCK,CMND A,4PK	PK	\$2.39
902202	NOTEBOOK,1 SBJCT,CLLG RLD,70 C	EA	\$0.45
902909	Double Parallel Fold	EA	\$0.02
908194	STAPLER,DESK,STD,FULL,BLACK	EA	\$13.00
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	\$3.45
908961	COVER,REP,5.5X8.5,2IN,RD	EA	\$2.18
909403	BATTERY,LITHIUM,ENERGIZER	PK	\$2.39
909713	RUBBERBAND,PCG,#117B,7",1#	BX	\$3.37
910422	TAPE,HIGHLAND,MENDING,1/2IN	RL	\$0.98
910430	TAPE,INVISIBLE,3/4"X36YD	RL	\$0.76
911220	DUSTER,OFFICE DEPOT,10oz	EA	\$3.77
911245	DUSTER,OFFICE DEPOT,10oz,3PK	PK	\$20.29
911587	TONER,UF9000,10K YLD,BLACK	EA	\$124.18
911900	CHAIRMAT,VALUE,36X48	EA	\$8.53
912329	PAD,STAMP,#2,FELT,BLACK	EA	\$2.36
913036	DRIVE,USB,STORE N GO,4GB	EA	\$6.56
914097	LABEL,IJ,FILE,WHT,75OCT	PK	\$15.29
915128	REFILLS,SLVR FOIL,15SHEETS,BLU	PK	\$5.73
916403	LABEL,LSR,ADDR,WHT,750OCT	BX	\$44.04
916585	CARD,LSR,POST,WHT,100CT	BX	\$11.42



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916924	BINDER,DP,WPF PSBD,11X8.5,DBL	EA	\$4.95
917110	DVD+R,4.7GB,16X,100PK SPINDLE	PK	\$14.44
920856	DESKPAD MTH RY17 22X17 BLK	EA	\$6.27
926220	MARKER,MAJOR ACCENT,PINK	EA	\$0.43
933366	DIVIDER,PREM,CPPR,REINF,5CLEAR	ST	\$0.53
933416	INDEX,JAN-DEC,11X8.5,COPR REIN	ST	\$2.57
933515	INDEX,INSERT,11X8.5,CLEAR,5/ST	ST	\$0.77
933531	INDEX,INSERT,11X8.5,CLEAR,8/ST	ST	\$1.06
934315	COVER,PSBD,11X8.5,CLTH,BLK	EA	\$1.03
934331	COVER,PSBD,11X8.5,CLTH,DKBLU	EA	\$1.03
937128	POCKET,FILE,LTR,EXPAND,5.25"	PK	\$7.77
941815	POST-IT,PAD,RECYCLED,1.5X2,DZ	DZ	\$4.17
942917	PLANNER,WK,RY18,6X8,BLK	EA	\$9.05
943860	LABELRND 11/4"DIAGREEN_2020-GG	PK	\$4.29
944280	LABEL,LSR,FILE,BLUE,150OCT	BX	\$17.59
945261	BADGE,NAME,LASER,PLAIN,WHITE	BX	\$38.10
947671	SEALS,2" DIA,GOLD,44/PK	PK	\$1.81
948885	BINDER,WPF PSBD,11X8.5,1"C,DGR	EA	\$3.46
950055	MARKER,CLSC,CRAYOLA,8PK,ASTD	PK	\$1.97
952505	DATER,RECYCLED,1-1/8X1-11/16	EA	\$35.32
952733	PEN,RT,GEL,G2,1.0MM,DZ,BLACK	DZ	\$12.02
954560	DESKPAD,MTH,AAG,22X17,3CL,RY18	EA	\$8.40
955452	DESK,CAL,RFL,DY,RY18,3.5X6,WHT	EA	\$2.33
958033	TAPE,BOOK MENDING 1.5X15	RL	\$3.67
963439	CLIP,BINDER,LARGE,12/BX	BX	\$2.19
963447	PAD,PERF,DKT,8.5X11,CAN,LGL	DZ	\$7.48
963561	LABEL,LSR,ADDR,FLO,YEL,75OCT	PK	\$10.36
965232	TAPE,CORRECTION,OD,12PK	PK	\$10.59
966945	CLIPS,PAPER,#1 GEM,100/BX	BX	\$0.19
970443	CERTIFICATE,SERPENTINE,FOIL.12	PK	\$2.99
970450	CERTIFICAT,UNIQ,W/SEAL,25PK,BL	PK	\$1.43
970478	CERTIFICATE,W/SEAL,OPT,25,GRN	PK	\$2.07
970485	CERTIFICATE,OPT,W/SEAL,25,GOLD	PK	\$5.26
976336	DIV,OD,BIGTAB,INS,8T,CLEAR,4PK	ST	\$4.63
976344	divider,index,8tab/4pk,astd	ST	\$4.63
980401	HOMEOWNER RETRACTABLE UT	EA	\$2.78



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984560	WIPES,DISINFECTING,CLOROX	EA	\$5.63
988071	PORTFOLIO,KT,PCKT,W/FAST,LGRN	PK	\$2.91
991120	BATTERY,COPPERTOP,D,12PK	PK	\$9.25
994053	CLEANER,DUST-OFF PLUS,10OZ	EA	\$10.06
124781 5	INP HD Nostk VW 1.5 Bndr Wht	EA	\$1.94
137086 3	9V Coppertop Batteries 4pk	EA	\$12.60
137631 7	Folders File Ltr-Size Red	BX	\$9.90
137777 5	Holder,job,tickets	EA	\$1.03
137843 2	Pocket FC Ltr 3-1/2 Asst 5pk	PK	\$5.72
138141 1	MP COLOR 8X11,20#,PUMPKN	RM	\$4.21
138327 4	Panel Clips Asst Trans 20/bx	BX	\$5.87
138396 7	Prem Prong Fast 3.5" 50 Sets	EA	\$4.23
138529 0	Coppertop AA Alkaline 36 pk	PK	\$14.83
138580 3	OD DUR VW 2"BDR SLNT RNG WHT	EA	\$7.19
138590 2	OD DUR VW 1" BDR SLNT RNG BLK	EA	\$3.17
138591 1	OD DUR VW 1"BDR SLNT RNG WHT	EA	\$4.02
138729 7	COVER,RPT,CLR,FRONT,BLK,25PK	BX	\$5.17
138865 6	Procell 9-Volt Alkaline 12 PK	BX	\$15.04
139471 3	Plastic Letter Opener	EA	\$0.26
139478 5	End Tab Fldr str Ltr Man Reinf	BX	\$12.13
139480 3	Rcyl FF Ltr 1/3 Man 100ct	BX	\$9.29



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140282 2	nocket Std Ltr 5-1/4 Brn 5pk	PK	\$5.36
361672 3	3/4"X1296" Invisible 12Pk	PK	\$5.74
362443 6	Fastn Fldr Ltr Manila 1/3 50ct	BX	\$9.72
362575 9	2 1/4"X 50'THRM 1/UN	RL	\$1.14
408528 1	Cutless Watershd FF Ltr 100/Bx	BX	\$13.39
683749 9	Value Pk Lrg Bndr Clips 48PK	PK	\$4.52
684113 5	GP Cert Metallic Gold 25ct	PK	\$2.32
684212 5	FOLDER,2POCKET,ASST,24PK	PK	\$2.00
684215 2	FOLDER,2PK,TEAL,25PK	PK	\$2.11
684313 3	FOLDER,2PK,DARK BLUE,25PK	PK	\$2.18
684314 2	FOLDER,2PK,BLACK,25PK	EA	\$2.10
684315 1	FOLDER,2PK,GREEN,25PK	PK	\$2.08



APPENDIX II
CPD, including Promotional Products

SKU	Description	UM	Sell Price
150546	DS B&W 8.5X11 PRINT EMAIL	EA	\$0.030
163061	SS B&W LTR SGLSD, 20# WHT	EA	\$0.022
165828	Lam Pouch LTR 5 Mil	EA	\$1.118
165989	Binding Cover, Clear	EA	\$0.174
166073	Lam Pouch LDG 5 Mil	EA	\$2.094
166185	Binding Cover, Regency	EA	\$0.294
166255	Tape Binding 1-100 pages	EA	\$0.790
166367	Comb Binding 1-125 pages	EA	\$1.290
166493	Coil Binding 1-110 pages	EA	\$1.290
166556	Coil Binding 110+ pages	EA	\$1.390
166633	Drilling, 1-4 holes	EA	\$1.500
166878	Typeset, instore, per min	EA	\$0.600
166899	HAND COLLATE	EA	\$0.030
166955	FS B&W LTR DbISd 20# Wht	EA	\$0.020
166962	FS Color LTR SglSd, 24#	EA	\$0.210
166990	FS Color LGL SglSd, 24#	EA	\$0.210
166997	FS Color LDG SglSd, 24#	EA	\$0.420
167039	FS B&W LGL DbISd 20# Wht	EA	\$0.020
167060	FS B&W LTR SglSd 20# Wht	EA	\$0.022
167067	FS B&W LGL SglSd 20# Wht	EA	\$0.022
167074	FS B&W LDG SglSd 20# Wht	EA	\$0.044
167102	FS Color LTR DbISd, 24#	EA	\$0.190
167109	FS Color LGL DbISd, 24#	EA	\$0.190
167116	FS Color LDG DbISd, 24#	EA	\$0.380
167228	Paper, 110# Index LTR	EA	\$0.045
167249	FS B&W NCR SS 2PRT LTR	EA	\$0.100
167298	FS B&W NCR SS 3PRT LTR	EA	\$0.150
167375	Paper, 20# Pastel LTR	EA	\$0.015
167578	Paper, 24# Brights LTR	EA	\$0.023
167865	Paper, 65# Brights LTR	EA	\$0.053
167942	Paper, 80# Gloss CVR LTR	EA	\$0.132
168572	Paper, 100# Gloss CVR LTR	EA	\$0.162
175538	Paper, 80#, White, Text, LTR	EA	\$0.072
208681	DS B&W 11 X 17 PRINT CLOUD	EA	\$0.050



335488	Paper, 24# LASR White LTR	EA	\$0.020
339278	Cosmic Orange, 65#, Card LTR	EA	\$0.050
354602	DS B&W 11"X17" PRINT USB	EA	\$0.050
419138	Label, Gloss, 1UP, LTR	EA	\$1.194
425181	Blue, 20#, Text, LTR	EA	\$0.020
543985	Paper, 12PT, SUP GLS, LTR	EA	\$0.221
545381	DS COLOR 11 X 17 PRINT CLOUD	EA	\$0.590
676785	SS B&W 11 X 17 PRINT EMAIL	EA	\$0.050
723614	White, 65#, Cardstock, 8.5x11	EA	\$0.050
746882	White, 28#, Text, 8.5x11	EA	\$0.020
751095	Scanning Doc Handler, ea	EA	\$0.150
790662	Lam Pouch LGL 10 Mil	EA	\$2.094
798158	Binding Cover, Clear	EA	\$0.174
798266	Binding Cover, Regency	EA	\$0.294
798473	Coil Binding 1-110 pages	EA	\$1.290
798482	Coil Binding 110+ pages	EA	\$1.390
798626	FS B&W LTR DbISd 20# Wht	EA	\$0.020
798644	FS Color LTR SglSd, 24#	EA	\$0.210
798662	FS Color LDG SglSd, 24#	EA	\$0.420
798716	FS B&W LDG DbISd 20# Wht	EA	\$0.040
798806	FS B&W LTR SglSd 20# Wht	EA	\$0.022
798878	FS Color LTR DbISd, 24#	EA	\$0.190
798914	FS Color LGL DbISd, 24#	EA	\$0.190
798923	FS Color LDG DbISd, 24#	EA	\$0.380
799004	FS B&W NCR SS 2PRT LTR	EA	\$0.100
799058	FS B&W NCR SS 3PRT LTR	EA	\$0.150
799436	FS B&W Tabs, Set of 5	EA	\$0.474
805977	Cutting, Hand, per cut	EA	\$0.100
861383	Folding, Machine Any Size	EA	\$0.010
861747	Stapling Mach Booklet	EA	\$0.110
861775	Stapling Mach per staple	EA	\$0.010
861838	Cutting, Machine, per cut	EA	\$0.350
903233	Stapling Mach Booklet	EA	\$0.110
1075230	Color FS Ltr 80# Cover	EA	\$0.030
1075419	Color FS Ltr GlS Coat CVR 80#	EA	\$0.050
1075428	Color FS LDG 80# Cover	EA	\$0.060
1075437	Color FS LDG GlS Coat TXT 80#	EA	\$0.080



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1075446	Color FS LDG Gls Coat CVR 80#	EA	\$0.100
2084040	FS B&W LTR SS Pastel	EA	\$0.037
2084274	FS B&W LTR DS 20#Wh/3H	EA	\$0.020
2084283	FS B&W LTR DS 24#White	EA	\$0.030
2084292	FS B&W LTR DS Astro	EA	\$0.035
2085525	FS B&W LTR SS 20#Wh/3H	EA	\$0.022
2085624	FS B&W LTR SS 24#Wh/3H	PK	\$0.032
2085723	FS B&W LTR SS Astro	EA	\$0.037
2085822	FS B&W LTR SS Cardstock	EA	\$0.040
2141550	FS B&W LTR DS Pastel	EA	\$0.035
2321838	Padding (min 10)	EA	\$0.330
5530357	Coil Bind Vinyl Cvr 1-40 Pgs	EA	\$2.574
5532202	Drilling-Per Inch	EA	\$0.654
5533372	Roll Lam LTR 3 or 5 mil	EA	\$0.660
5535307	Cutting-Per Ream	EA	\$0.654
5536315	Pouch Lam LTR 3 or 5 mil	EA	\$0.660
5537305	Coil Bind Vinyl Cvr 41-180 Pgs	EA	\$2.814

APPENDIX III
WORKSPACE FACILITIES

SKU	Description	UM	Sell Price
135997	TISSUE,ANTI VIRAL,WH	CT	\$49.12
140659	WIPES,DISINF,LL,35CT-3PK	PK	\$7.17
140686	WIPES,DISINF,LL,80CT-3PK	PK	\$10.79
149407	WIPES,DISINFECTING,2PK	PK	\$10.22
149452	WIPES,DISINFECTING,CLOROX,3PK	PK	\$5.86
185432	SANITIZER,HAND,PURELL,ALOE,8OZ	EA	\$6.35
189974	TOWEL,SCOT,HRDRL,1150',6RLS	CA	\$67.14
195343	WASTEBASKET,PLAS,OD,13QT,BLK	EA	\$3.03
214719	TOWEL,ROLL,800',6/CA,NATURAL	CA	\$17.98
237154	WIPES,DISINFECTANT,OD,75CT	EA	\$3.88
242300	BATTERY,COPRTP,AAA,BULK	CT	\$97.02
246480	CUP,FOAM,12 OZ,1M/CTN,WE	CT	\$19.91
287452	TISSUE,SCOTT,FACIAL	CA	\$21.65
319238	CLEANER,WINDOW,CITRUS,32OZ	EA	\$2.05
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$6.46
334952	CLEANER,FLR,NEUT,CON LEM,128OZ	EA	\$19.39
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$26.04
355253	SANITIZER,HAND,ALOE,32OZ	EA	\$3.00
365403	CLEANER,BATH,AP,HERBAL,32OZ	EA	\$2.27
411809	TISSUE,BATHROOM,1000SHT,12CA	CT	\$18.47
411809	TISSUE,BATHROOM,1000SHT,12CA	CA	\$18.47
411851	TISSUE,FACIAL,UNSCNTD,WHT,30C A	CA	\$13.09
411855	TOWEL,HRDWND,RL,8X800,WHT,6C A	CA	\$22.39
411890	TOWEL,PPR,MULTIFOLD,WHT,16CA	CA	\$16.26
415151	TOWEL,PAPER,TAS,110SHT,8PK	PK	\$4.88
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	\$6.49
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$3.77
458914	BATTERY,AA,ALKALINE,24/PK	PK	\$14.42
468770	TOWELS,M-FOLD,NTRL,4000CT	CA	\$14.31
468815	TOWEL,ROLL,12CA,NATURAL	CA	\$16.47
485156	MOP,COTTON,#24	EA	\$2.87

485732	Mophead,4-Ply Syn	EA	\$3.92
485939	Mophead,#20,CE,4Ply	EA	\$2.57
536366	CLEANER,DSNFCT,WIPES,LMN	CT	\$33.22
536373	CLEANER,DSNFCT,WIPES,FRSH	CT	\$24.31
545316	BATTERY,QUANTUM,AA,20PK	PK	\$14.77
545469	BATTERYCOPPERTOP,AAA,24PK	PK	\$16.99
546273	TISSUE,KLEENEX,NATURALS,36BX	CA	\$49.34
546318	TISSUE,KLEENEX,NATURALS,48BX	CA	\$53.06
547067	SOAP,HAND,SCENTLESS,128OZ	EA	\$10.39
565778	GLOVE,VINL,PF,M,100BX,CLR	BX	\$2.96
566084	GLOVE,LATXEXM,PF,M,100BX,WHT	BX	\$4.94
566143	WASTEBASKET,PLAS,OD,28QT,BLK	EA	\$3.61
579287	BROOM,ANGLE,PROFESSIONAL	EA	\$7.77
581078	GLOVE,NIT,EXM,PF,M,100BX,BLU	BX	\$5.16
581087	GLOVE,NIT,EXM,PFL,100BX,BLU	BX	\$6.40
587463	BATTERY, ALKA, AA, 20	PK	\$10.21
587526	BATTERY, ALKA, AAA, 20	PK	\$14.66
593153	CUP,PERFECT TOUCH,12OZ,1000CA	CA	\$88.30
595347	WATER,NESTLE PURE,8OZ,24CA	CA	\$3.41
602795	TOWELS,BLEACHED,85SH,WE	CT	\$24.57
603170	SANITIZER,HAND,PURELL,8OZ	CA	\$42.54
613964	BUCKET,SPLSHGRD,35QT,COMBO,Y LW	EA	\$37.29
618405	TISSUE,KLEENEX,BOUTIQUE,6PK	PK	\$9.15
620007	WATER,BTL,NSTL PURE LIFE,24/CS	CA	\$6.23
621677	BUCKET,SPLSHGRD,26QT,COMBO,Y LW	EA	\$56.00
622037	REFILL,MOPHEAD,PERMA,LONG NAT	EA	\$5.11
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$13.12
660145	MAT,FLOOR,ANTIFTG2'X3',BLK/WTE	EA	\$21.81
667858	SANITIZER,OD,ALOE,8OZ PUMP	EA	\$1.63
675929	Cloth,Microfbr,16"sq, 12PK	PK	\$6.42
676118	Cloth,Microfbr,16"sq, Yel,12pk	PK	\$7.96
676739	Cloth,Dust,Microfibre,16"sq,G	PK	\$9.59
691148	GLOVE,VINYL,PF,LRG,100BX,CLR	BX	\$2.96
693870	TISSUE,BATH,OD,2-PLY,80/ROLLS	CA	\$33.06



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693870	TISSUE,BATH,OD,2-PLY,80/ROLLS	CA	\$33.06
694185	TOWEL,PAPER,2PLY,30RL/CA,WHIT E	CA	\$21.87
723138	SOAP,ANTIBAC,LT MOIST,OD,7.5OZ	EA	\$1.18
734082	SANITIZER,OD,ORIGINAL,8OZ PUMP	EA	\$1.91
741985	BATTERY,PROCELL,AA,24/BX	BX	\$8.17
750397	WIPES,PURELL,27OCT,CANISTER	EA	\$9.08
750773	CLEANER,GEPEROXR,4-2L	CA	\$75.49
751223	FINISH,HARDASNAILS",5GP	EA	\$65.43
756625	2-PLY BATHROOM TISSUE,80ct	CA	\$49.87
765737	COFFEE,GR,CL RS 30.5oz	EA	\$6.88
791378	LINER,HD,38x60,14MIC,NAT,200	CA	\$20.21
792395	LINER,REPRO,40x46,1.25M,BK,100	CA	\$15.45
793877	LINER,COMP,40X46,1M,GRN,100CA	CA	\$72.44
821808	WIPES,DISINFECTANT,CLOROX	EA	\$3.94
824972	FINISH,UNTOUCHABLE SRT,PL	EA	\$86.99
854656	purell prof original	EA	\$18.27
862091	TOWELETTE,CLEANSING	CA	\$25.86
885203	CLEANER,BATH,AP,HERBAL,128OZ	EA	\$8.57
896164	WASTEBASKET,OD,RECYC,28QT,BLU	EA	\$3.67
899440	GLOVE,NTRL,SFSKN,MED	BX	\$11.47
960045	CLEANER,WINDOW,CITRUS,128OZ	EA	\$5.94
984560	WIPES,DISINFECTING,CLOROX	EA	\$5.63
991152	BATTERY,COPPERTOP,AAA,36 CT	BX	\$19.73
1382176	TRANS CAN LINER 38X60 55GAL	BX	\$22.98
1385281	Duracell CopperTop AA Bulk	CA	\$97.02
1385290	Coppertop AA Alkaline 36 pk	PK	\$14.83
1385335	Kleenex Facial Tissue	CT	\$36.98
1388656	Procell 9-Volt Alkaline 12 PK	BX	\$15.04
1388665	Quantum AA 144/CT	CT	\$103.57
1452871	Unlock Floor Stripper	CT	\$68.19
1626715	4in1 Wipes Citrus 35ct	CT	\$29.54
2818990	EXTREME FLOOR STRIPPER	EA	\$57.51
2818990	Extreme Floor Stripper	EA	\$57.51

**APPENDIX IV
TECHNOLOGY**

SKU	Description	UM	Sell Price
111518	SHREDDER,MICROCUT,PAPER,16SH	EA	\$ 85.07
112023	CABLE,POLYCOM,PLANTRONICS	EA	\$ 48.20
115098	Verbatim USB Drive USB flash d	EA	\$ 11.51
117912	V16,HD,PASSPORT,4TB,BLACK	EA	\$ 111.99
124972	DRIVE,USB,ATTACHE 3,16GB	EA	\$ 8.70
143276	HP 24UH 24-INCH LED BACKLIT MO	EA	\$ 107.53
145872	CALCULATOR,84CE,GRAPH,CLR,BLK	EA	\$ 110.97
176928	CALCULATOR,SCNTFC,SLR,TI-30XII	EA	\$ 9.69
179200	Centon DataStick Pro - USB fla	EA	\$ 55.92
193893	Verbatim USB Drive USB flash d	EA	\$ 6.44
209136	DVD-R,SPINDLE,100PK	PK	\$ 14.78
209344	DVD+R,SPINDLE,MEMOREX,100PK	PK	\$ 14.78
218906	PRJCRT,EX5250,XGA,3LCD,EPSON	EA	\$ 415.11
222059	CALCULATOR,DESKTOP,TI-1795SV	EA	\$ 7.86
226289	CRTDG,LTO6 ULTRM,6.25TB RW	EA	\$ 53.94
248584	HARD DRIVE, MPPULT, MTL,1TB,SR	EA	\$ 83.69
248674	HARD DRIVE, MPPULT, MTL,2TB,SR	EA	\$ 111.59
283564	CD-R,80MIN,700MB,52X,PRT,100PK	PK	\$ 12.75
284302	DVD+R,DL,8.5GB,8X,50PK,PINTABL	PK	\$ 22.86
301737	TYPEWRITER,ELECTRIC,KEYS,45	EA	\$ 185.00
303334	SHREDDER,10SH,X-CUT,FELLOWES	EA	\$ 85.00
305703	SHREDDER,30-SHT,CROSSCUT,BLK	EA	\$ 3,240.95
314264	CD-R,VERBATIM,SPINDLE,100PK	PK	\$ 11.84
314928	DVD-R,VERBATIM,100PK	PK	\$ 33.72
326118	USB, Twist Turn,16GB, 2.0	EA	\$ 6.53
326201	USB, Twist Turn,32GB, 2.0	EA	\$ 23.99
326222	USB, Twist Turn,64GB, 2.0	EA	\$ 33.59
326253	USB, Twist Turn,16GB, 2pk	EA	\$ 11.93
330010	HEADSET,WIRELESS,CS510,HL10	EA	\$ 229.07
330073	HEADSET,WIRELESS,SYSTEM	EA	\$ 183.67
330109	HEADSET,WIRELESS,SYSTEM,HL10	EA	\$ 229.07
350188	SHREDDER,10-SHT,CROSS-CUT,63CB	EA	\$ 124.99



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365091	SHREDDER,POWERSHRED MODEL480CC	EA	\$ 2,374.99
393399	SHREDDER,20-SHT,X CUT,C-225Ci	EA	\$ 688.78
398503	CALCULATOR,PRINTING,EL2630PIII	EA	\$ 77.39
410053	WORKFIT-S DUAL	EA	\$ 392.58
410261	SHREDDER,420CC CROSSCUT,PWRSHR	EA	\$ 1,695.99
419790	SHREDDER,20SHT,STRP CUT,C-225I	EA	\$ 586.34
424009	POWERSHOT D30 BLU 12.1MP 5X OP	EA	\$ 318.92
452444	60"LED HDTV,1080p,120Hz,WiFi,S	EA	\$ 947.59
455378	DUAL FULL-MOTION FLEX ARM DESK	EA	\$ 105.73
461287	RECORDER,DM720,SILVER	EA	\$ 123.12
473214	USB,2.0 PRO,4GB,100PACK	EA	\$ 414.27
492840	CALCULATOR,GRAPHING,TI84 PLUS	EA	\$ 97.50
500399	CAMERA,ELPH160,20MP720,SILVER	EA	\$ 117.59
508635	SCREEN,PROJECTOR	EA	\$ 99.93
531475	PORTABLE DVD PLAYER 7IN DISPLA	EA	\$ 50.97
534608	CALCULATOR,PRINTING,MP11DX	EA	\$ 32.29
535784	HEADSET SYSTEM,TELEPHONE,S12	EA	\$ 60.19
541155	SHREDDER,16-SHT,XCUT,PS-79CI	EA	\$ 185.84
541815	SHREDDER,17SHT,CONF CUT,SB99CI	EA	\$ 228.93
546338	SHREDDER,CROSS,3850C,FORTISHRE	EA	\$ 1,799.50
549357	SHREDDER,4-SHT,W/OILER,V260HS	EA	\$ 2,155.19
560844	EPSON,PROJCTR,EX9200	EA	\$ 559.99
587678	LEARNFIT ADJUSTABLE STANDING D	EA	\$ 274.96
597196	DVD-R,4.7GB,16X,100 SPINDLE	EA	\$ 14.44
598488	CALC,HANDHELD,8DGT	EA	\$ 2.04
618033	CALCULATOR,SCIENTIFIC,TI-30XA	EA	\$ 7.48
620308	Centon DataStick Pro - USB fla	EA	\$ 45.72
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	\$ 11.99
620983	1840MX Cross Cut Shredder	EA	\$ 151.96
626151	CANON,PWRSHOT,ELPH 180,SILVER	EA	\$ 106.32
633374	MEMORY,USB,2.0,3PK,16GB	PK	\$ 24.95
642375	DRIVE,USB,STORE'N'GO,8GB	EA	\$ 5.54
646447	HEADSET,MULTI DEVICE,BINAURAL	EA	\$ 248.62



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662621	USB DRIVE,SANDISK,3PK,8GB	PK	\$ 14.24
681678	SHREDDER,20-SHT,CROSSCUT,BLK	EA	\$ 1,545.00
702513	16GB JUMPDRIVE S50 SMALL	EA	\$ 14.39
753863	SHREDDER,CROSSCUT,20SHEET	EA	\$ 105.10
754055	V16,HD,PASSPORT,1TB,BLACK	EA	\$ 69.74
758506	HEADSET,WRLS,SYSTEM,W/LIFTER	EA	\$ 235.63
776321	CALCULATOR,PRINTING,EL-1197P	EA	\$ 61.09
777513	PRJCRT,VS240,EPSON	EA	\$ 322.88
780129	HEADSET,WIRELESS,CS540	EA	\$ 183.59
780219	HEADSET,WIRELESS,CS510	EA	\$ 183.44
780237	HEADSET,WIRELESS,BINAURAL	EA	\$ 201.57
790821	CALCULATOR,PRINTING,HR-100TM	EA	\$ 18.26
800515	FRAMELESS 21.5W9 ANTI GLARE	EA	\$ 38.81
801187	DRIVE,USB,SANDISK,32GB	EA	\$ 28.49
805156	SHREDDER,14-SHEET,MICRO CUT	EA	\$ 945.00
844282	DRIVE,USB,32GB,TURBO,3.0	EA	\$ 17.49
853197	CALCULATOR,DESKTOP,STANDARD	EA	\$ 2.86
915726	EPSON,PROJCTR,EX3240	EA	\$ 314.99
917110	DVD+R,4.7GB,16X,100PK SPINDLE	PK	\$ 14.44
948486	5PK 8GB USB 2.0 FLASH DRIVE	EA	\$ 28.23
948783	WORKFIT DUAL MON KIT	EA	\$ 123.04
959210	SHREDDER,18-SHT,X CUT,C-125CI	EA	\$ 509.62
975674	DIGITAL VOICE RECORDER WS-852	EA	\$ 49.66
3986622	8GB CLIP SPORT MP3 PORTABLE	EA	\$ 56.83

APPENDIX V
SYSTEM FUNITURE AND ACCESSORIES DISCOUNTS

Vendor	Description of Product Solution	Website	Tiers	Dock Delivered Pricing based on Manufacturers Pricer @ Time of Order	Freight Terms
<i>Claridge (Women Owned)</i>	Leader in Visual Display Boards & Cases for Education and Office	https://claridgeproducts.com	\$1 - \$24,999	55.50%	FOB Factory
<i>EKO</i>	High Quality Collaborative and Lounge Products	http://www.ekoontract.com	\$1 - \$24,999	53%	Delivered in the continuous 48 states
<i>Eurotech</i>	Quick Ship Ergonomic Seating Most Items Delivered within 10 Business Days	https://www.eurotechseating.com	\$1 - \$24,999	53.50%	Delivered in the continuous 48 states
<i>Global Furniture Group</i>	Complete offering for workplace, educations and healthcare environments	https://www.globalfurnituregroup.com	\$1 - \$24,999	54.50%	Orders over \$2,500 List Delivered Minimum Fee Under
<i>Grand Rapids Chair</i>	Seating & Tables for Dining & Open Area	http://grandrapidschair.com	\$1 - \$24,999	53%	Delivered in the continuous 48 states
<i>Hi5 (Woman Owned Small Business)</i>	Tables for Classroom, Training, Conference and Collaborative Spaces	http://hi5furniture.com	\$1 - \$24,999	53.50%	FOB Factory
<i>Hirsh Industries</i>	Leading supplier of metal desking and storage products for commercial and SOHO applications	https://www.hirshindustries.com	\$1 - \$24,999	55%	FOB Factory
<i>Hon Company</i>	Leader in MidMarket furniture solutions for the entire office	https://www.hon.com/chairs	\$1 - \$24,999	54.50%	Orders over \$2,500 List Delivered Minimum Fee Under
<i>National Office Furniture</i>	Complete offering for private office as well as collaborative solutions	https://www.nationalofficefurniture.com	\$1 - \$24,999	54.50%	Delivered in the continuous 48 states
<i>Office Master</i>	High Quality and Design Office and Common Area Seating	https://officemaster.com	\$1 - \$24,999	55.50%	FOB Factory
<i>Scholarcraft</i>	Classroom and Modern Learning Environmnet Furniture	https://www.scholarcraft.com	\$1 - \$24,999	60%	FOB Factory
Office Depot Complete Furniture Vendor List for Ancillary Items	Products to complete or enhance a project		Pricing Quoted to align with Contracted Discounting as possible	Minimum 20% Discount. See Vendor List Provided	Based on Manufacturers Freight Policies



Furnishing that are not included in our coded catalog offering or special order products listed above may be made available under the contract as a special order item to meet specific criteria such as unique finish, fabrics, and sizes. While the discounts quoted are firm, these special order products will be quoted at the time of specification. Inside delivery, Installation or any special terms will be quoted on a job by job basis as required. Additional discounts may be negotiated on larger purchases. Warranty for all manufacturers meets or exceeds industry standards.

Service offered as a component of furniture program	Description	Fixed, flat or Hourly Fee or other measurable Unit Cost	% Discount	America Saves Member Price	Maximum price increase for the below services in percentage from year one to year two and so on for life of contract.
Design Services M-F normal Hours	Interior Design Services	\$75.00 HR	20.00%	\$60.00	4.00%
Architectural Services	See Below	\$150.00 HR	0.00%	\$150.00	5.00%
Furniture Installation	Turnkey furniture installation	Outlined below			National Average
Non Union - Regular	Mon-Fri 7:00AM - 4:00PM	\$55.00 Hr	20.00%	\$44.00	5.00%
Non Union - Overtime	Before 7:00AM and After 4PM Mon-Fri and All day Saturday	\$82.00 HR	20.00%	\$65.60	5.00%
Union - Regular	Mon-Fri 7:00AM - 4:00PM	\$95.00 HR	0.00%	\$95.00	8.00%
Union - Overtime	Before 7:00AM and After 4:00PM Mon-Fri and All day Saturday	\$142.50 /Hr	0.00%	\$142.50 hourly	8.00%
Union - Double Time	Sunday and Holiday	\$190.00 /Hr	0.00%	\$190.00 hourly	8.00%
Monthly Storage	\$45 per rack space	\$1.25 Sq/Ft	10.00%	\$1.25 sq. ft.	10.00%
Inventory	Management of stored product	\$50.00 /Hr	10.00%	\$50.00 hourly	10.00%



APPENDIX VI
SCHOOL SUPPLY CORE LIST

SKU	Description	UM	Sell Price
101679	PLAY GROUND BALL 10" RED	EA	\$ 4.72
102231	PAPER,CONST,18X24,BLKGW	PK	\$ 6.05
102240	PAPER,CONST,18X24BLUGW	PK	\$ 5.72
102295	PAPER,CONST,18X24,GW,PINK	PK	\$ 5.72
102339	PAPER,CONST,18X24BRNGW	PK	\$ 3.07
102366	PAPER,CONST,18X24REDGW	PK	\$ 7.21
102641	PAPER,CONST,18X24,GW,LT BLUE	PK	\$ 3.85
102776	PAPER,CONST,18X24,GRN	PK	\$ 6.06
102847	PAPER,CONST,18X24ORNGW	PK	\$ 6.38
102918	PAPER,CONST,18X24,GW,YELLOW	PK	\$ 5.72
102927	PAPER,CONST,18X24,GW,HOLRED	PK	\$ 7.08
102936	PAPER,CONST,9X12,WHT	PK	\$ 0.87
105461	PAPER,CONST,12X18,50/PK,ASTD	PK	\$ 1.58
105470	PAPER,CONST,9X12,GW,ASTD	PK	\$ 1.59
119594	CRAYON,HINGED BOX,CRAYOLA,64BX	BX	\$ 2.89
128772	MARKERS,DRY ERASE,12PK,BLACK	DZ	\$ 4.04
139720	ERASERS,SM,36/BX,PINK	BX	\$ 3.11
139736	ERASERS,LRG,DZ,PINK	DZ	\$ 2.52
173500	PAPER ART WHITE 36 X 1000	RL	\$ 80.29
173518	PAPER ART BLACK 36 X 1000, FLAME RTSD	RL	\$ 71.62
337782	PAPER ARTCRAFT BLACK 36 X 1000,	RL	\$ 55.16
337675	PAPER ARTCRAFT WHITE 36 X 1000,	RL	\$ 50.44
206426	ERASER,CAP,ASSORTED CLRS,72/PK	PK	\$ 0.84
206650	CRAYONS,LARGE,TUCK BOX,8PK,AST	PK	\$ 0.69
207433	PENCILS,7",COLORED,12PK,ASTD	PK	\$ 0.69
207442	PENCILS,7",COLORED,24PK,ASTD	PK	\$ 1.37
229849	PAPER,CONST,LIME,12X18	PK	\$ 2.38
229971	PAPER,CONST,SHKPNK,12X18	PK	\$ 2.67
230102	PAPER,CONST,PURP,12X18	PK	\$ 2.28
230201	PAPER,CONST,PMPKN,12X18	PK	\$ 3.37
230300	PAPER,CONST,12X18,GW,H-RED	PK	\$ 1.58
230334	PAPER,CONST,9X12,HOLIDAY RED	PK	\$ 0.80



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230367	PAPER,CONST,GOLD,12X18	PK	\$ 3.39
230482	PAPER,CONST,WHT,18X24	PK	\$ 4.95
230540	PAPER,CONST,BLK,18X24	PK	\$ 6.76
230565	PAPER,CONST,RED,18X24	PK	\$ 6.73
244639	CARDS,FLASH, PHONICS,55/BX	BX	\$ 2.01
253050	PAPER,FILLER,CR,500SH,16#,WHT	RM	\$ 5.61
269664	SCHOLASTIC TEACHER PLAN BOOK	EA	\$ 12.67
270312	PENCIL,WD CASE, YELLOW,144CT	PK	\$ 8.62
270968	SCHOLASTIC DAILY PLANNER	EA	\$ 3.80
273664	PAPER,CONST,12X18WHTGW	PK	\$ 1.83
273672	PAPER,CONST,18X24,GW,WHT	PK	\$ 3.47
273698	PAPER,CONST,12X18,GW,GREEN	PK	\$ 1.73
273706	PAPER,CONST,9X12,GREEN	PK	\$ 1.56
273896	PAPER,CONST,12X18,GW,RED	PK	\$ 2.24
273904	PAPER,CONST,9X12,RED	PK	\$ 1.46
273946	PAPER,CONST,12X18,GW,BROWN	PK	\$ 2.19
273995	PAPER,CONST,9X12,50SHTS,BLACK	PK	\$ 0.80
274167	PAPER,CONST,12X18YELGW	PK	\$ 1.84
274209	PAPER,CONST,12X18,GW,ORANGE	PK	\$ 1.83
278280	CRAYON,SCHOLASTIC, REG 16CT	BX	\$ 0.60
279744	RULER,Imperial & Metric,12",Wood	EA	\$ 0.40
281744	PENCILS,COLORED,SCHOLASTIC,12P	PK	\$ 1.36
293244	WIPES,CLEANING,SURFACE,100CT	EA	\$ 2.44
293799	NOTEBOOK,SPRL,70S,WD,6P,10.5X8	PK	\$ 3.29
293838	BOARD,POSTER,22X28,25PK,BLK	CT	\$ 21.34
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	\$ 6.68
318672	CRAYON,GLITTER,MULTICOLOR,16PK	PK	\$ 1.77
320155	BOOK,CMP,GRPH,4Q,9.75X7.5,100C	EA	\$ 1.29
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$ 6.46
337998	PAPER,FLR,3HP,WR,500SH,11X8.5	RM	\$ 3.28
338186	PAPER,CONST,12X18,SC,ASTD	PK	\$ 2.67
338210	PAPER,CONST,MGNTA,12X18	PK	\$ 3.20
338236	PAPER,CONST,VIO,12X18	PK	\$ 3.20
338251	PAPER,CONST,SLMN,12X18	PK	\$ 3.37
338269	PAPER,CONST,SALMN,9X12	PK	\$ 1.19
338293	PAPER,CONST,PINK,12X18	PK	\$ 2.20
338319	PAPER,CONST,LTYEL,12X18	PK	\$ 3.26



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338335	PAPER,CONST,LTGRN,12X18	PK	\$ 3.20
338376	PAPER,CONST,SKYBLU,12X18	PK	\$ 2.28
338392	PAPER,CONST,ROYBLU,12X18	PK	\$ 2.28
338434	PAPER,CONST,ORN,12X18	PK	\$ 2.28
338459	PAPER,CONST,DK GRN,12X18	PK	\$ 3.20
338475	PAPER,CONST,BLUE,12X18	PK	\$ 2.28
338483	PAPER,CONST,BLUE,9X12	PK	\$ 1.72
338517	PAPER,CONST,TAN,12X18	PK	\$ 3.20
338533	PAPER,CONST,YEL,12X18	PK	\$ 2.28
338541	PAPER,CONST,YEL,9X12	PK	\$ 1.14
338558	PAPER,CONST,DK BRN,12X18	PK	\$ 4.00
338590	PAPER,CONST,WHT,12X18	PK	\$ 2.20
338608	PAPER,CONST,WHITE,9X12	PK	\$ 1.09
338616	PAPER,CONST,GRAY,12X18	PK	\$ 3.27
338657	PAPER,CONST,BLK,12X18	PK	\$ 2.16
338665	PAPER,CONST,BLACK,9X12	PK	\$ 1.14
338673	PAPER,CONST,RED,12X18	PK	\$ 3.20
338681	PAPER,CONST,RED,9X12	PK	\$ 1.54
338699	PAPER,CONST,YELGRN,12X18	PK	\$ 2.38
341388	WATERCOLOR SET,W/BRUSH,8 ASTD	ST	\$ 2.00
341669	PAPER,NEWSPRINT,PLAIN,8.5	RM	\$ 2.43
341875	PAPER,KRAFT,36"X1000',40#	RL	\$ 60.89
344279	STAPLES,PREMIUM,5000BX	BX	\$ 1.10
347806	PAPER,CONST,9X12,HOLIDAY RED	PK	\$ 2.00
348440	PAPER,CONST,12X18,HOLY,GREEN	PK	\$ 2.75
348583	PAPER,CONST,12X18,HOLIDAY RED	PK	\$ 2.75
366980	PAPER,NEWS,12X18,500PK,WE	PK	\$ 6.83
366987	PAPER,NEWS,18X24,500PK,WE	PK	\$ 13.56
367267	BOARD,TAG,9X12,100PK,MLA	PK	\$ 5.71
367274	BOARD,TAG,12X18,100PK,MLA	PK	\$ 6.51
405472	FILM,PLN COPIER,BLK/CLR,100/BX	BX	\$ 10.07
417573	BANDAGES,PLASTIC,1X3,100BX	BX	\$ 3.64
420549	WATERCOLORS,SET,WASH,CLASS PCK	EA	\$ 34.03
425563	LEAD,PENCIL,SOFT,DZ,TICONDEROG	DZ	\$ 1.93
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$ 3.77
463687	PAINT,TEMPERA,16 OZ,GRN	EA	\$ 2.48
464560	PAINT,TEMPERA,16 OZ,WHT	EA	\$ 2.16



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464776	PAINT,TEMPERA,16 OZ,BLK	EA	\$ 2.67
464792	PAINT,TEMPERA,16 OZ,BLU	EA	\$ 2.62
464818	PAINT,TEMPERA,16 OZ,RED	EA	\$ 2.16
469734	PENCIL POUCH,FRONT MESH	EA	\$ 1.09
498811	SHEET PROTECT,OD,STD,CLR,100/B	BX	\$ 10.70
502336	MARKER,WASHABLE,BROAD,8CT,SET	ST	\$ 2.43
504928	PENCIL,COLORED,CRAYOLA,12BX	BX	\$ 1.29
536201	WHISTLE,PLASTIC,BLACK	EA	\$ 0.81
542764	PAPER,CONSTRUCTION,12X18,RSPBY	PK	\$ 3.42
571101	GLUESTICK,.32 OZ,12/PK,CLEAR	PK	\$ 2.30
571121	GLUESTICK,.70OZ,6PK,WHITE	PK	\$ 2.15
588349	NOTEBOOK,SRL,5S,180C,CR,11X8.5	EA	\$ 2.88
588367	NOTEBOOK,WIRELS,1SUB,80SHT,WR	EA	\$ 1.35
589113	PORTFOLIO,POLY,FASTENERS,RED	EA	\$ 0.65
595671	SHARPNR,PENCIL,SCHOOL PRO	EA	\$ 53.88
605015	COMPASS,PNCIL,BLUNT PT.,MSRE G	EA	\$ 0.76
614263	PENCIL,WARRIOR,BEROL,MED SOFT	DZ	\$ 2.26
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$ 13.12
634027	BOARD,POSTER,22X28,25PK,WHITE	CT	\$ 9.39
698325	GLUE STICK,CLASSROOM,30/PK	PK	\$ 6.12
705484	BAND-AID,ADHESIVE,280/BX	BX	\$ 8.04
720461	RULER,W/BNDR HOLES,12",PLSTC,A	EA	\$ 0.40
724594	RULER,OD,12",FLEXIBLE	EA	\$ 0.70
735871	BINDER,POCKET,POLY,5PK	PK	\$ 1.48
738726	MARKER,DRY ERASE,5PK,ASTD	PK	\$ 2.53
764524	AMERICAN FLAG,NYLON 3X5	EA	\$ 24.05
779390	CHALKSTICK,DUSTLESS,12/BX,ASTD	BX	\$ 0.38
821808	WIPES,DISINFECTANT,CLOROX	EA	\$ 3.94
834270	NOTEBOOK,6PK,1SUBJ,COLLEGE RLD	PK	\$ 3.64
892501	SHARPENER,X-ACTO,TEACHER PRO	EA	\$ 36.75
903508	PAPER,KRAFT,36X1000,ROLL,WHITE	EA	\$ 64.02
905739	CALCULATOR,GRAPHING,TI-83 PLUS	EA	\$ 78.41
906035	PENCIL,#2,TICONDEROGA,48BX,YLW	BX	\$ 7.33
908996	SHARPENER,PENCIL X-ACTO Manual	EA	\$ 10.36
947242	CLAY, NON HARDING MODELING, 4 CLR	BX	\$ 1.99
949362	CRAYON,CRAYOLA,3-5/8",16-COLOR	BX	\$ 0.38
950162	CRAYONS,8CT,CRAYOLA	BX	\$ 0.52



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951962	PAINT, WATERCOLOR, W/BRUSH, 8/SET	ST	\$	1.12
1397818	INDEX CARD 3X5 RULD WHT 300CT	PK	\$	0.83
2480274	BLUNT SCISSORS 5 INCH 2 PACK	EA	\$	0.66
2480283	KIDS POINTED SCISSORS 5IN 2PK	PK	\$	0.66

**APPENDIX VII
ADDITIONAL PROGRAM TERMS**

For purposes of this Agreement, “Spend” shall mean County’s paid-for purchases, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, gift cards and warranties, and “Contract Year” shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term.

The incentive(s)/rebate(s) offered hereunder are contingent on County being in compliance with all terms and conditions set forth in this Agreement. To the extent that County fails to remit complete and timely payment on any invoice, Contractor shall have the right to offset any monies otherwise due and owing for rebates/incentives earned against any amounts owed by County due to delinquent County invoices.

1. Annual Spend Rebate. Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an Annual Spend Rebate based on Spend per Contract Year,. Annual Spend Rebates will be paid to County within sixty (60) days of the end of each Contract Year. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
\$0.00 - \$150,000.	1% back to \$1
\$150,000.01 - \$500,000.	2% back to \$1
\$500,000.01 - \$1,000,000.	3% back to \$1
\$1,000,000.01 +	4% back to \$1

- 2. Aggregate Rebate.** If at the end of each Contract year, the annual aggregate Spend of the County and America Saves Program Participating Agencies reaches Thirty-Five Million Dollars (\$35,000,000.), Contractor shall pay an additional one-half of one percent (.5%) rebate to County and each Participating Agency within sixty (60) days of the end of each Contract Year.
- 3. Copy and Print Annual Spend Rebate.** Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an annual Copy and Print Category Spend Rebate. Such rebate shall equal five percent (5%) of Spend during each Contract Year, solely in the category of Copy and Print. Custom imprinted Promotional Products are included in the Copy and Print Category. Applicable Annual Copy and Print Category Spend Rebates will be paid to County within sixty (60) days after the close of each Contract Year.
- 4. Workspace Facilities Annual Spend Rebate.** Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an annual Workspace

Facilities Category Spend Rebate. Such rebate shall equal two percent (2%) of Spend during each Contract Year, solely in the category of Workspace Facilities. Applicable Annual Workspace Facilities Category Spend Rebates will be paid to County within sixty (60) days after the close of each Contract Year.

5. **Point of Sale Discount.** Provided County is in compliance with the payment terms set forth in this Agreement, County shall receive a point-of-sale discount based on pre-tax order size as set forth in the table below. This point-of-sale discount excludes orders that include inventory that is not stocked in an Office Depot facility at the time of the order, special orders, furniture, technology products, in-store purchases, and services (i.e. assembly and product protection plans). Applicable discounts will be reflected on the corresponding invoice.

Order Size (pre-tax)	Discount %
\$100. to \$199.99	1%
\$200. to \$1,000.	1.5%

6. **Annual Marketing Rebate.** Provided County is in compliance with the payment terms set forth in this Agreement, Contractor shall pay County, an Annual Marketing Rebate of Five Thousand Dollars (\$5,000.), paid to County within sixty (60) days of the end of each Contract Year upon verification of paid qualifying expenses. Qualifying expenses are to be used to offset cost of marketing and promoting the America Saves program. Acceptable marketing methods many include, but are not limited to, trade shows, paid advertising, marketing material printing, association memberships, and charitable event sponsorships, as mutually agreed by the County and Contractor.
7. **Annual Administrative Fee.** Provided County is in compliance with the payment terms set forth in this Agreement, Contractor shall pay County, as Lead Agency for the America Saves Program, an Annual Administrative Fee ("Fee") of one-half of one percent (.5%) of Participating Agency Spend per Contract Year. The Fee will be paid to County semi-annually within sixty (60) days of January 1st and July 1st of each Contract Year.