

COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The City of Seattle and the CITY of UNIVERSITY PLACE hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for The City of University Place Accepted for the City of Seattle:

By: Debbie Hall

By: Nancy Locke

Name: Debbie Hall

Name: Nancy Locke

Title: SR. FINANCE SPECIALIST / PURCHASER

Title: City Purchasing Manager

Date: 1/14/09

Date: 1/15/9



City of Seattle

The Basics

These guidelines are intended to provide a common perspective. This is not intended to replace your own legal counsel; however, summarizes the generally accepted perspectives and perspectives shared by the State Auditor Office in past discussions regarding Interlocal Agreements.

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Purchasing Manager
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The Basics

When you are the Public Agency hosting the bid:

If you are conducting a solicitation and would like to retain the option for others to piggyback now or in the future:

1. Advertise in your local paper, as you are normally required to do according to your rules and codes. Include all the information that your codes normally require of you; advertise for the duration of time your codes normally require. If you have no advertising requirements for newspapers, then you do not have this requirement for purposes of Interlocal sharing, either.
2. Post the bid on a website. It is mandatory that any solicitation used for a piggyback purchase is advertised on a website. It can be your City/County/School website, the website of another agency, the State of Washington Access Website, or any other website designed to reach to the vendor community. You should print a snapshot of the page to help document the posting. Note the date and website address.
3. It is helpful if you make a written note within the text of your RFP, ITB and contract, to document the advertising and website posting. This insures easy reference in the future.
4. In your RFP, ITB and contract, add language to allow Interlocal Purchasing. Standard language is below, although there are many variations:

Cooperative Purchase: This bid and contract is anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

5. If you plan multiple awards, designate in your solicitation instructions the conditions by which you would intend a multiple award. Upon multiple awards, it can be helpful to state how each award differentiates itself from the other or the purpose of the multiple awards. Some agencies require this differentiation as to how each meets the "lowest responsive and responsible bidder," while still allowing for multiple awards from a single bid.
6. When an agency desires to piggyback from your contract, provide them a full package of all the contract information: a copy of the solicitation, ad, website documentation, bid tab, and contract. Although it is not mandatory to deliver all those items, it is helpful so that they can responsibly review all the relevant information.

The Basics

When you are the public agency “piggybacker”

1. Sign an Interlocal Agreement with the Agency you plan to borrow from.
 - a. The GA Interlocal allows access to OSP contracts – you need a different Interlocal with DIS (Washington State Department of Information Systems) or WSDOT (Washington State Department of Transportation) if you use them.
 - b. Federal GSA doesn't require an Interlocal Agreement; the FAR (Federal Acquisition Requirements) waives that requirement for both federal and local agencies.
 - c. US Communities: US Communities, like all public agencies, has a master Interlocal Agreement. They call it a Master Intergovernmental Participate Certificate (MIPC). Electronically sign the MIPC on the US Communities website. All host agencies have already signed a copy, and their signatures are posted on the website for you to view as well. Note that the host agencies won't want to sign a separate Interlocal Agreement with you because it is simply redundant to this MIPC.
2. When you want to piggyback from a contract, review the solicitation and contract carefully. Even if you have piggybacked from other contracts used by that same City or public agency, each bid/contract must be reviewed separately to make sure it meets your bid laws.
3. Get a copy of the Solicitation, Ad, Bid Tab, and Contract. Obtain proof of website posting (an actual print-out of the webpage is the best). If no proof is available, you might instead add a “Memo to the File” with the website address and dates when it was posted.
4. Test the Solicitation and Contract to insure they don't violate your bid and award requirements. Review the ITB/RFP. Make sure nothing violates your own City ordinances.
5. If you are simply gathering 3 quotes for an informal bid (you are making a purchase less than your sealed bid limit), it is not necessary to check all these requirements. If you are making a small purchase and do not want to obtain multiple quotes, then you would use this bid instead but must continue through the verification process.
6. Think about these requirements:
 - a. Is the contract sponsored by an appropriate agency? This can be any city, county, state agency, school district, port, non-profit (such as US Communities), or a Coop established for such purpose. It does not have to be located in Washington.
 - b. What if the contract was negotiated? Is that acceptable? Some local codes and State RCW allow negotiations for technology acquisitions. In that case, you can use a piggyback contract even if it was negotiated. Most agencies can negotiate RFPs as well, and you would be free to piggyback from a contract established through a negotiated RFP process. State RCW allows use of Federal GSA Contracts, even if they were negotiated. See page 5. If you find a negotiated contract to be acceptable, you do not need to verify all sealed bid requirements and may proceed towards purchase.

- c. Was the bid conducted and awarded in a manner that does not directly violate your own bid rules? The bid and award can be different from your standard practices and still be appropriate as a piggy-back - as long as it does not directly violate the legal minimum for your jurisdiction.
 - d. Was the bid posted on a website? This is a requirement. Document which one. You can not waive that. If the bid was older before the recent change in legislation in July 2004, it is not clear whether this needs to be as strictly enforced, however the current law did not allow exceptions for older solicitations.
 - e. Was the bid/rfp award done consistent with the Solicitation instructions? A proper award will be done consistent with the instructions in the solicitation; if they did a multiple award, did they describe that in the Solicitation?
 - f. Does the contract have a specific clause that allows piggybacking? If not, the lead public agency needs to amend the contract to include such a clause. A sample is provided on the previous page.
7. An attached Check list is recommended for your contract file. Also, file the bid, newspaper ad (if any), website posting information, bid tab and contract.
8. If you are using Federal funds, be sure to check for Federal Debarment. OSP does not always do this before awarding State Contracts, so be sure to do your own check for debarment.

When you are the Vendor:

1. Once you have a signed contract, check to see if it includes “Interlocal” language. This language will provide the authority for other public agencies to use the contract. The language will be in the bid and/or contract, and will look similar to this. If not previously in the contract, it can be amended to now include the language:

Cooperative Purchase: This bid and contract is anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

2. You can visit with other public agencies and alert them fact that you have already won a public contract that has this provision within it. The prospective public agency therefore has the option and opportunity to use that contract to purchase directly from the Vendor without yet another competitive bid process.
3. Remember that this is the choice of the public agency; they have full authority to decide to instead bid again, to conduct their own selection process, or to use the Interlocal Cooperative option if they feel it suitable and technically compliant to their requirements.
4. The technical requirements for this shared cooperative use are fairly detailed. Each public agency has their own particular situations, codes and interpretations of how those details need to be implemented. Some may chose to use the Interlocal Cooperative approach and find it valid for their needs; others may find it non-compliant to their practices.
5. Should a prospective public agency client decide to “piggyback,” using the previously won contract, they will go through a few steps first to establish the proper paperwork. This is a fairly quick and simple process. They may then order directly from you. Alternatively, the new prospective public agency client may wish to sign a separate agreement that points back to the original contract, before they begin placing orders.

Questions and Answers from Public Agencies

1. **Can I use US Communities?** Yes – cities, counties, school districts, ports and others that are not under authority of OSP - may consider US Communities contracts for piggybacks. Test each contract to insure that it meets your bid requirements. Those agencies under the delegated authorities of OSP must follow OSP directives on use of US Communities and other such cooperative opportunities. School districts are subject to any directions from OSPI, although OSPI has not issued any limitation to school district access to US Communities.

US Communities is a national collective of local and state agencies that have gathered together under a non-profit to bid on items for shared purchasing. You can join by electronically registering with US Communities at the US Communities website. This is the equivalent of executing a signed Interlocal Agreement; your registration represents signature onto the Agreement. After registration, you are free to use any US Communities contract that meets your needs.

The US Communities contracts are bid by cities and counties from around the country. They are all subject to bid laws that are similar to those in Washington, and they conduct competitive sealed bids or proposals in much the same way, if not exactly the same way, as we do in Washington. However, use the same care to review the US Communities contracts as you would any other piggyback contract opportunity.

2. **Can I use Federal Contracts?** Yes. RCW allow local agencies to use the Federal GSA Contracts. RCW 39.32.070-090 gives authority to purchase equipment, supplies, materials and other property from the Federal Government without advertising, giving notice or inviting bids. RCW 39.32.080 suspends any charter provisions, ordinances, or policies that require bidding when dealing with the Federal Government. Federal GSA contracts do not advertise in newspapers, and do not use traditional sealed bid methods. But RCW waive those requirements and therefore allow to the GSA Contracts.

Certain GSA Contracts allow local agencies to use them. Any GSA contract may be used for disaster planning and disaster relief. You may also use Homeland Security contracts, Schedule 1122 Counter Drug contracts, Schedule 70 (Information Technology, Hardware, Software, Services, Radio and Communication equipment), and associated technology schedules.

Your local rules may require a specific ordinance or regulation to approve such access. Review the RCW accordingly.

3. **What about other cooperatives?** If you are under delegated authority of OSP, follow OSP direction. All others – cities, counties, school districts, ports and others – may freely seek and use those cooperatives that meet your needs. Just be sure to check each contract before you piggyback, that it does not violate your bid and award rules. School districts may also have specific instructions from OSPI about specific cooperatives.

4. **What about negotiated contracts – are they automatically invalid?** No, not automatically. A negotiated contract may still be acceptable.
- a. Technology products are often exempted from sealed bid laws and instead may be negotiated. The State of Washington, Department of Information Systems, for example, is specifically allowed by RCW to negotiate for technology purchases. Check your own ordinances and RCW to insure that you can negotiate such products. If yes, then you may also use a negotiated contract.
 - b. Services are usually exempt from sealed bid laws. IF both the host agency and your own rules allow negotiated service contracts, then you may use a negotiated contract.
 - c. For small purchases, you may follow sealed bid rules or instead use pricing as one of multiple quotes. If one of multiple quotes, you follow quote rules and you don't need to test for all stricter sealed bid standards.
 - d. For State agencies, contracts may be available as a "Best Buy" exemption, where they offer you the best price but they are the result of a sealed bid process.
 - e. Remember that GSA Contracts are often either negotiated or not sealed bids, but RCW (see above) waive those requirements for Federal Contracts.
5. **We are making a small purchase below our own bid threshold. Do I still have to test the piggyback bid against all my sealed bid rules?** No. You can either (a) use the piggyback prices without additional quotes if the piggyback contract successfully tests against your sealed bid requirements; or (b) you can use as one of multiple quotes, without testing it against your sealed bid requirements.
6. **When I host a bid, do I still have to advertise in my newspaper?** Yes – if your own rules require you to advertise in a specific paper, you still advertise in your paper.
7. **Do I have to post on a web site?** Yes - if you want others to share, you must find a website to post it on. Print out a copy of the webpage as documentation if possible. Record the website listing and date it was posted.
8. **Does it have to post on my agency website?** No. You can use any website designed to post bids and reach vendors. It can be the State of Washington (Access Washington), or any city, county, school district, co-op, US Communities, Federal, or other site designed to post bids for vendor access.
9. **What if I don't have a website?** Ask any other friendly local agency, school district, city, county, or DIS, to help you post it on their website. The only limitation is that the website be designed to post bids for vendor access. Just keep a record of where it was posted.
10. **Does the DJC satisfy all advertising?** The Daily Journal of Commerce is a business paper that many local agencies use as their official newspaper. If you are conducting a solicitation, you must follow your own newspaper advertising requirements and you also post on a website. You can't, however, skip your newspaper advertising and website posting just because you put it in the DJC.

11. **Do I have to file my Interlocals with the County Auditor?** The RCW was modified in 2006. It allows a public agency to post their list of interlocals on their website, instead of filing with the City Clerk. It is not clear whether the Interlocal between two public agencies needs to be posted by one, if it is posted by the other.
 12. **Do both public agencies have to file a copy of the Interlocal or just one party?** We don't know. It seems likely that both parties would need to file.
 13. **What about "preferences?" Do preferences automatically eliminate a bid and contract from piggyback, since I don't have preferences in my own bids?** No – if a bid has preferences, it may still be perfectly eligible for a piggyback purchase. If your own RCW or ordinances specifically prohibit a certain type of preference, that eliminates the bid. However, if your ordinance is silent or allows it, then the bid is probably still accessible. A bid can be more restrictive than you might normally do; it just cannot directly violate your rules. Here are some examples:
 - a. Seattle Equal Benefits does not eliminate shared use. The term is more restrictive than most; but does not violate a prohibition in state or local laws.
 - b. Tacoma HUD Zone qualifications do not eliminate shared use. Although more restrictive than you might use on your own bid, they do not violate a state or local law.
 - c. Women and Minority Business. Specific preference points calculated into a bid award does eliminate shared use by Washington agencies. The RCW specifically prohibits any specific preference based on race. However, a commitment to race-based recruitment, goals and/or equal consideration statements are all acceptable, and do not eliminate a contract from piggyback by Washington governments.
 - d. Small Business. Specific preference points calculated for small business does not eliminate shared use. These are allowed, even if you might not normally include them.
1. **Are multiple awards OK?** They can be. You may normally use multiple awards as a standard business practice. Some agencies will only use multiple awards if it was stated as a possibility in the solicitation document and there was a basis for the need. Some agencies seek a basis that differentiates among the multiple award winners, so each become a lowest responsive bidder under a particular criteria.
 2. **How closely might my Auditor examine bids for exact compliance?**
 - a. Generally, Office of State Procurement bids/contracts are considered to be highly compliant. Even if you do not keep the ITB, ad, and web site posting, the Auditors accept that those are in compliance. That is because those are audited annually and follow stricter rules than other government agencies. However, remember that OSP does not check for Federal Debarment status.
 - b. DIS contracts are audited carefully, but consider whether they were negotiated or not. Some are negotiated. That may be OK - some of our RCW and codes allow for

negotiations of technology products - just double-check before you use the negotiated contract. An auditor might look for that.

- c. Other Co-ops and agencies might be checked more carefully by the State Auditor (cities, counties, school districts, US Communities, Federal etc.).

14. **What will the Auditor do concerning Interlocal purchases or use of contracts that were awarded prior to the July 2004 implementation of these changes? They won't comply with all these requirements, but we used them in good faith and rely on them.** The State Auditor may grandfather in your pre-existing arrangements. If you have an Interlocal for a specific contract, you probably can continue to use them until the contract expires. The new contract would be subject to the new interpretations. If older state contracts weren't advertised in your paper, the State Auditor is likely to accept that and grandfather those in.
15. **Do I have to include the language of the ILA in my bid and contract?** You should, although we can't recall the reason why that is required, whether it was affirmed by the State Auditor or an Attorney General Opinion.

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Office Supplies Contract, Specification and Scope of Work

1. Purpose:

This contract will reflect updated specifications and a new emphasis on providing and supporting environmental preferences for Office Supplies, training, outreach, and education.

The Seattle Municipal Code, 20.60.200 directs the City to pursue green products. The law intends to "substantially increase the procurement of reusable products, recycled content products and recyclable products by all departments, providing a model to encourage comparable commitment by Seattle citizens and businesses in their purchasing practices," and requires that departments "shall use, where practicable, reusable products, recycled content products and recyclable products. (SMC 20.60.204). Office products encompass a wide variety of manufactured goods made from different materials, including paper, plastics, steel, and others, so the environmental impacts from their production, use, and disposal are equally wide-ranging. Office supplies require raw materials (both renewable and nonrenewable) and energy for production, generate air and water pollution and solid and hazardous wastes during manufacturing, are often elaborately packed, consume resources in shipping and transportation to location, and become solid waste when discarded.

The scope of this contract therefore includes and prioritizes green office supply products as a first priority product list, but will also allow the vendor to provide the full line of office supply products as secondary choices for City departments. The City intends this contract to provide green office supply products as the first choice in a highly intuitive, easy to use website, where City departments must first select and purchase if a green product is available

The City requires on-line ordering in an easy, user-friendly system, and desires an auto-substitute feature, which automatically proposes a substitute green product for the original traditional product. The vendor will also provide a comprehensive catalogue of traditional items, which Departments may order if the green product is not suitable in the opinion of the department.

The City seeks training and education that the Vendor will design and provide, to help City employees identify and switch to green products. For this purpose and to significantly enhance the transition of City employees to the new environmental objectives, the City seeks vendors who are familiar with City departments, the City structure, City employees and customers, City policies and procedures, ordering and invoicing practices, and City product preferences.

The scope does not include and these items are not to be offered in the catalogue to City employees:

- Computer Equipment & Peripherals
- Photocopiers
- Fax Machines
- Office Equipment
- Furniture
- Print and Copy paper

The City seeks to reduce packaging and switch to environmentally preferably packaging, such as reduced packaging and recyclable packing materials. The City is attempting to reduce by-products of transportation by utilizing strategies such as biodiesel shipping or combined delivery. However, the City continues to expect frequent and timely delivery of items to meet customer expectations for prompt fulfillment.

The City invites unique items that are manufactured locally or regionally with unique environmentally-preferable characteristics, and requires the vendor provide such products to all customers that order from this contract.

2. Specifications:

Contract Term: This contract shall be for five years, with one five-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Not a Mandatory Use or Guaranteed Utilization Contract: The City does not guarantee utilization of this contract. The City may provide estimates of use or the value of prior utilization of similar contracts; such information is for the convenience of the Vendor and does not serve as a guarantee of usage under any contract signed as a result of this solicitation. The City reserves the right to multiple or partial awards, to terminate contracts under the conditions named herein, and/or to order quantities based on the needs of the City. These contracts are not intended to guarantee minimum quantities of work to a single vendor, and are not intended to guarantee a closed list of eligible Vendors for City use.

- The City reserves the right to use other contract sources to obtain these products or services, including such resources as State of Washington Contracts and other public agency contracts that the City of Seattle is eligible to use as a result of an Interlocal Agreement.

- The City may also periodically resolicit for new additions to the Vendor pool to invite additional Vendors to submit bids or proposals for award. This may be done periodically at the City option. Use of supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

Expansion Clause: Any resultant contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer (Buyer). The only person authorized to make such agreements is the Buyer from the City Purchasing Office of the Department of Executive Administration, City of Seattle. No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in

a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition, and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

Vendor Usage Reports: Vendor shall provide City-wide department usage reports to the City's Buyer within on a quarterly basis. The Vendor shall provide departmental specific usage reports upon the request of the department, but no more than one time per month. The reports shall be submitted in an electronic format. The report shall include the following:

- City's Ordering Low Org
- Manufacturer
- Manufacturer Stock Number
- Description
- Unit of Measure
- Year to date Quantity Purchased
- Manufacturer's Unit List Price
- City's Unit Price
- Green Office Supply % vs. Non-Green Office Supply

Escalation Procedure

The following details the steps a customer would utilize in order to ensure proper customer service and resolve disputes.

When a customer service concern arises the normal procedure is as follows:

The City employee with a concern will contact Complete Office's customer service department or assigned account manager. In most cases the issue can be resolved at this point.

Should they feel their needs or issues have not been addressed appropriately or they feel that additional assistance is needed we invite them to call our General Manager, Sales Manager or President, who are all located at our main office and welcome calls of any kind.

To the credit of our assigned Account Managers and customer service support team we have not had an issue escalate to that level in our 15 years of doing business with the City.

3. Schedules, Orders, Delivery

Order Desk: The vendor shall provide a telephone service or "order desk" to receive calls from City departments for advice or assistance, recommendations on products, and for receiving and processing phone orders. The Order Desk shall be available from 8:00a.m. to 5:00 p.m. Pacific Time, all business days except City holidays. If your standard operating hours are otherwise, notify the Buyer. Depending on the operating needs of the Department, hours that are similar to, but not exactly the same as the 8-5 schedule may be accepted by the City as material compliance to this requirement.

Adequate Inventory and Response Times: The vendor shall provide no longer than 8-hour response time and delivery for most product orders placed by the City. Vendor will maintain adequate inventory to stock and provide next-day response on the most frequently ordered items, allowing City employees to purchase supplies and complete transactions with a 95% fill rate, as a minimum.

Delivery: The Vendor shall provide a frequent and regular delivery service. There will not be an additional charge for delivery, unless agreed upon as a specification change in writing between the City Purchasing Buyer and the Vendor.

No Minimum Order: There shall be no minimum order size for this contract, unless agreed upon as a proposal specification between City Purchasing and the Bidder. The City does not intend for departments to repeatedly place small orders which are costly to deliver. The successful vendor shall be able to provide training to City end users to reduce frequency of orders.

Cancellation of Orders: The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer a cancellation penalty up to but not to exceed 10% penalty computed on the net contract price of the cancelled purchase item(s).

Returns and Restocking:

(a) Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.

(b) Standard Stock items: No restocking penalty applies if new, unused, in original packaging and shipped back within 120 days of receipt by the City. Vendor pays the shipping cost.

(c) Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

4. Pricing:

4.1 Identify any pricing incentives for the City based on sales volumes, such as an increase in the manufacturer's discount rate if city-wide sales volumes exceed a certain specified amount.

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City of Seattle
CONTRACT

Terms and Conditions

1. **Entire Agreement.** This Contract (hereafter referred to as Contract), including all attachments, amendments and subsequently issued change orders, comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The City's Change Orders, Purchase Orders, Vendor Offer including all attachments, Addendum to the Bid (if any), the ITB specifications, the ITB instructions and ITB Attachments, are explicitly included in this Contract. Where there are conflicts between these documents, the controlling document will be in that same sequence, with the first taking priority over the last listed.
2. **Term.** Any term specified in the solicitation or specification shall prevail over the following. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Blanket Contract award, this contract shall be for five years, with one five-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
3. **Schedule.** Unless the City's Buyer requests a change in schedule, the Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Contract signature page. At the City's option, Contractor's failure to timely deliver or perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
4. **Scope of Work.** Contractor shall provide the products and/or services specified as an attachment and/or within the Contract.
5. **Payment.** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. Such payment shall be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery an acceptance of all goods ordered, the acceptance by the City of completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.
6. **Invoices.** Invoices must show a breakdown of services or products provided and price for each. **Invoices must specify the Name and Phone Number of the City employee that placed the order.**
7. **Overages/Underages.** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.
8. **Taxes, Fees and Licenses.**
Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

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Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Withholding payment for taxes/business license fees due the City of Seattle: Seattle Municipal Code 5.45.060 specifies that the Contractor will have taxes or fees paid in full for Seattle Business License requirements, before receiving any warrant or the final payment for performing within any contract for the City. The Director of the Department of Executive Administration may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City under title 5.45.060.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

9. **Pricing:** Pricing reflects the following agreements. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
- B. **Hourly rates or Service Pricing:** For multi-year contracts that provide services. Original pricing shall be fixed and firm for the first two years of the contract. Rate increases are at the discretion of the Buyer; and must also be:
 - (1) The direct result of increases to wage rates that do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Vendor.
 - (2) Incurred after contract commencement date.
 - (3) Not produce a higher profit margin than that on the original contract.
 - (4) Clearly identify the service titles and the hours of service performed if specified within the contract.
 - (5) Be filed with Buyer (RFP Coordinator) a minimum of 90 calendar days before the effective date of proposed increase.
 - (6) Be accompanied by detailed documentation acceptable to the Buyer (RFP Coordinator) sufficient to warrant the increase.
 - (7) The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDO/outside.jsp?survey=wp>.
 - (8) The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 - (9) Should not deviate from the original contract pricing scheme/methodology
- C. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first two years of the contract. Price requests are at the discretion of the Buyer; and must also be:

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- (1) The direct result of increases at the manufacturer's level (or if Vendor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
- (2) Incurred after contract commencement date.
- (3) Not produce a higher profit margin than that on the original contract.
- (4) Clearly identify the items impacted by the increase.
- (5) Be filed with Buyer (RFP Coordinator) a minimum of 90 calendar days before the effective date of proposed increase.
- (6) Be accompanied by detailed documentation acceptable to the Buyer (RFP Coordinator) sufficient to warrant the increase.
- (7) The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- (8) The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- (9) Should not deviate from the original contract pricing scheme/methodology.

10. **Cost Reductions.** Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.
11. **Invoicing.** The Vendor is required to provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City with each invoice. Each invoice to the City shall specify the "Manufacturers Current List Price," the discount rate that the City receives, and the final net cost to the City.
12. **Catalogue and Manufacturer List Pricing.** Upon request by the City, the Vendor shall also provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.
13. **Delivery of Products and Services – Idling Prohibited.** Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires vendors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
14. **Travel and Direct Charges.** If the specifications and scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, than no compensation will be given.
 - City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.

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- The billing for direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
 - The City will reimburse the **actual cost** for travel expenses incurred as evidenced by copies of receipts supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
 - **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach fare only. Receipts detailing each airfare are required.
 - **Meals:** Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.
 - **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day / night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state that "the lodging is being billed at the Federal Per Diem daily rate."
 - **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred (currently that rate is 48.5 cents per mile.)
 - **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).
 - **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred. Receipts are required for all miscellaneous expenses that are billed.
 - **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred. Copies of all subcontractor invoices that are rebilled to the City are required.
15. **Delivery.** Except when instructed otherwise, Delivery must be made during normal work hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather.
16. **Identification.** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be
- April 16, 2007
City Purchasing, City of Seattle

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enclosed with each shipment, indicating the contents therein.

17. **Charges for handling.** No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.
18. **Contract Notices, Deliverable Materials and Invoices Delivery.** Official Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.
19. **Representations.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
20. **Warranties.** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly package, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
21. **Independent Contractor.** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.
22. **Inspection.** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
23. **Title, Risk of Loss, Freight, Overages or Underages.** Title of goods received under this contract shall remain with the Contractor until they are delivered to the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
24. **Performance.** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
25. **Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment.**
 - A. **Employment Actions:** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such

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action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

- B. In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when necessary and commercially useful for purposes of fulfilling the scope of work required for this Contract. Contractors shall actively solicit subcontracting bids from subcontractors as needed to perform the work of this contract, from qualified, available and capable women and minority businesses. Contractors shall consider the grant of subcontracts to women and minority bidders on the basis of substantially equal proposes in the light most favorable to women and minority businesses. At the request of Seattle, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements.
- C. If upon investigation, the Director of Executive Administration finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Executive Administration shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Executive Administration still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.
- D. Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

26. Equal Benefits.

- A. Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)
- B. Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:
 - a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - b. Terminate the Contract; or
 - c. Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

24. Publicity. No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

25. Proprietary and Confidential Information.

Contractor's Understanding and Obligations:

April 16, 2007
City Purchasing, City of Seattle

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1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.
2. Contractor must separate and clearly mark as "proprietary" all records related to this Agreement or the performance of this Agreement that the Contractor believes are exempt from disclosure. The Contractor is familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and will mark as "proprietary" only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.
3. If Seattle notifies the Contractor under Paragraph B 2 of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make determination and pursue a lawsuit under RCW 42.56 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit.
4. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.
5. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.
6. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

City's Obligations

1. The City will disclose those parts of records the Contractor has marked as "proprietary" information only to authorized persons unless:
 - (a) the City receives a public disclosure request, in which case steps 2 and 3 below will be exercised before release of the information or
 - (b) The Contractor has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City.

The term "proprietary information" does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Agreement.

2. If the City receives a public disclosure request for records that the Contractor has marked as "proprietary" information, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under RCW 42.56 to enjoin disclosure. It is the Contractor's discretionary decision whether to file the lawsuit.
3. If the City has notified the Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

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4. The City has no other obligations concerning records the Contractor has marked as "proprietary information" under this Agreement. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

26. **Indemnification.** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
27. **Insurance.** Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
- (1) **Commercial General Liability** insurance, including premises/operations, products/completed operations, personal/advertising injury, contractual liability, fire legal/tenant liability, stop gap/employer's liability and independent contractors liability; (2) if any vehicle, watercraft or aircraft is used in the performance of this Purchase Order/Vendor Contract, of a minimum of \$1,000,000 per occurrence;
 - (2) **Automobile Liability, Watercraft Liability and/or Aircraft Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles, watercraft and aircraft, as appropriate of a minimum of \$500,000 per occurrence; and
 - (3) **Worker's Compensation** ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington.
 - (4) The insurance as provided under items (1) and (2) above shall include by endorsement the City of Seattle as an additional insured (as respects item (1), per ISO form CG 20 10 or CG 20 26 or equivalent additional insured endorsement wording, or equivalent blanket additional insured policy wording) and such additional insured status for the City shall apply as respects the full limits of all valid and collectible Automobile Liability, Watercraft Liability and/or Aircraft Liability insurance, whether primary, excess, contingent, or otherwise; shall be primary insurance as respects the City, and any other insurance or self-insurance maintained by the City shall be excess and non-contributory with the Contractor's insurance; and, shall be placed with insurers with not less than an A- VII A.M. Best's rating unless insurance has been procured under the provisions of chapter 48.15 RCW (Unauthorized "Surplus Lines" Insurers). It is specifically agreed that the insurance requirements in this section 2.18 shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor and that no Contractor's insurer shall assert the right to invoke any such limitation.
 - (5) Contractor is not required to provide evidence of insurance, unless required to do so under the solicitation or as otherwise required by the City Buyer.
28. **Audit.** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement

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under which any other person or entity is permitted to perform work under this Contract.

29. **Contractual Relationship**. The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
30. **Supervision and Coordination**. Contractor shall: Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein; Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor; Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
31. **Compliance with Law**.
- General Requirement**: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- Licenses and Similar Authorizations**: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- Taxes**: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
32. **Americans with Disabilities Act**. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
33. **OSHA/WISHA**. Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
34. **Adjustments**. The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
35. **Amendments**. No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City, except as otherwise authorized herein. The City shall issue change notices to Contractor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.

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36. **Assignment and Subcontracting.** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
37. **Involve ment of Former City Employees.** Contractor shall promptly notify Seattle in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.
38. **No Conflict of Interest.** Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
39. **No Gifts or Gratuities.** Contractor shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
40. **Intellectual Property Rights.**
- Patents:** Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.
- Copyrights:** For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Seattle in connection with the performance of the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the

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project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

41. **No personal liability.** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
42. **Binding Effect.** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
43. **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
44. **Anti -Trust.** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
45. **Applicable Law.** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
46. **Re remedies Cumulative.** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
47. **Captions.** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
48. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
49. **Dispute s.** Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such even, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

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50. Termination.

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any terms of this Contract, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

51. Force Majeure – Suspension and Termination.

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Dias asters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

\$500,000 = ¼ of 1%
\$750,000 = ½ of 1%
\$1,000,000 = ¾ of 1%
\$1,500,000 = 1%

4.2 Describe any additional price incentives the City would realize if a contract extension was offered at the end of the initial 5 year term and the City opted for another year renewal.

Should the COS extend the contract date beyond 5 years we will offer a credit rebate of ½ of 1% of the COS volume from year 5, applicable to year 6. We will continue to offer this rebate for each year this contract is extended.

Manufacturer's list price will be a line item on all packing slips and invoices and will be clearly designated. In addition we will provide quarterly usage reports containing this information as well as quantity, discount and price.

4.3 Describe what pricing discount would be offered for online purchasing from the "Green" web offerings.

An average discount of 32% will be applied to all "green" web and catalog offerings.

4.4 Describe what pricing discount would be offered for online purchasing from your standard web offerings.

A discount of 25% will be applied to all standard web offerings. In many cases the discount will be deeper up to a maximum discount of 83% off manufacturer's list price.

Please see the embedded pricing sheet below:



RFP2338 Items
List.xls

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Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

52. Major Emergencies or Disasters.

The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

- (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
- (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
- (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
- (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
- (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
 - a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

53. Interlocal Cooperation Act. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle, those agencies are eligible to purchase from Contracts established by the City. Such agencies may ask City of Seattle Contractors to accept orders from the agency, citing the City of Seattle contract as the basis for the order. The Vendor may accept or decline such orders. If the Vendor accepts an order from another public agency using the City of Seattle contract as the basis, the Vendor agrees to sell additional items at the contract prices, terms and conditions. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

54. Debar ment. In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.

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- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

55. **Recycled Product Requirements.** Whenever practicable, Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City. Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Contractors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

56. **Worker's Right to Know.** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question



The City of Seattle
PURCHASING SERVICES
700 - 5th AVE #4112
PO BOX 94687
Seattle WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 0000002466		Date 01/01/09	Change Order #
Payment Terms: Net 30	Freight Terms Destination, Prepaid & Allowed		
Buyer: Jason Edens	FAX: 206-233-5155	Phone: 206-684-0445	

Vendor #: 0000141632
Complete Office, LLC
11521 E Marginal Way South
Seattle, WA 98168

Contact: Julie Harrison
Phone #: 206-628-0059
Fax #: 206-628-8366
E-mail: jharrison@complete-office.com

Ship To:

CITY DEPARTMENTS

Bill To:

SEE BELOW

Complete Office Solutions was awarded a contract for Green Office Supplies as a result the Request for Proposal 2338 for providing the City of Seattle with Green Office Supplies from 01/01/09 through 12/31/13 with an option for renewal with a 5 year option. This contract is subject to the Pricing & Specifications described in attachment #1, and the Terms and Conditions in attachment #2.

Contract: 01/01/09 through 12/31/13

City departments may place orders by telephone, fax, on-line electronic ordering or through the retail location. The Vendor shall require the ordering City employee to state his or her name, department/unit name, low org number, telephone number, and ship-to address. If a City employee is ordering at the retail location, vendor shall verify and document the purchaser's identity as a valid City of Seattle Employee. Monthly invoices shall be mailed to the appropriate City of Seattle Department Accounts Payable per the invoice guide in receipt. Each monthly invoice shall indicate Contract #0000002466.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

City Customers should direct questions or comments about this contract to Julie Harrison, Complete Office Solutions, at 206-628-0059.

Retail Location: 701 5th AVE, 2nd Floor, Seattle WA 98104

This contract replaces #0000001254 with Complete Office Solutions.

Authorized Signature/Date

Sam Johnson 12/30/09

JB

This contract is upon the acceptance of the proposal response submitted to the City of Seattle and is pursuant to Request for Proposal 2338.

Authorized Signature/Date

Seq	Description	Manufacturer Number	UOM	Standard Office Product			Green Product Substitute						Complete Office Alternate					
				Specify Discount Rate that applies to that Manufacturer	Specify Current Manufacturer List Price	Specify City Price with Manufacturer Discount included	Specify Manufacturer	Specify Manufacturer Number	UOM	Specify Discount Rate that applies to Manufacturer	Specify Current Manufacturer List Price	Specify City Price with Manufacturer Discount Included	Specify Manufacturer	Specify Manufacturer Number	UOM	Specify Discount Rate that applies to Manufacturer	Specify Current Manufacturer List Price	Specify City Price with Manufacturer Discount Included
1	TAPE,VHS,T-160,MAXELL,3PACK	213030	PK	53.60%	\$ 15.54	\$ 7.21												
2	LAMP,ENX,APOLLO	VA-ENX-6	EA	85.13%	\$ 48.49	\$ 7.21												
3	LAMP,PROJECTION,82 VOLT	31270	EA	85.13%	\$ 48.49	\$ 7.21												
4	PEN,GRIP/ROUND STIC,DOZ,BLACK	GSMG11BK	DZ	64.95%	\$ 4.08	\$ 1.43												
5	PENCIL,LEAD,W/ERASER,"MIRADO"	2097	DZ	71.32%	\$ 3.80	\$ 1.09	PAPERMATE	PAP12242	DZ	73.77%	\$ 2.44	\$ 0.64						
6	ADHESIVE,GLUESTICK,77OZ	E516	EA	60.33%	\$ 1.21	\$ 0.48												
7	PENS,MED.PT,RSVP,12PK,BLACK	BK91PC12A	DZ	67.06%	\$ 12.60	\$ 4.15												
8	THUMBDRIIVE,512MB USB	32507751	EA	16.60%	\$ 59.99	\$ 50.03												
9	TAPE,CORRECTION,MONO	68620	EA	60.98%	\$ 4.10	\$ 1.60												
10	FILM,TRNSP,W/O STR,BK/CL,100BX	PP2500	BX	56.95%	\$ 31.10	\$ 13.39	3M	MMMPP2500	BX	56.95%	\$ 31.10	\$ 13.39						
11	FILM,TRANS,BLK/CLR,COP,W/ST,1C	PP2200	BX	56.96%	\$ 34.25	\$ 14.74	3M	MMMPP2200	BX	56.96%	\$ 34.25	\$ 14.74						
12	TAPE,TRANSPARENT,3M,3/4X1296	600-3/4X1296	RL	58.63%	\$ 3.65	\$ 1.51												
13	PAD,NTE,POST,1.5"X2",12PK,YEL	653YW	PK	58.76%	\$ 8.85	\$ 3.65	3M	MMM653RPYW	PK	54.57%	\$ 9.20	\$ 4.18	UNIVERSAL	UNV35662	PK	72.19%	\$ 4.89	\$ 1.36
14	NOTE,CANARY,YELLOW,3X3,12PACK	654YW-12	PK	58.77%	\$ 20.40	\$ 8.41	3M	MMM654RPYW	PK	54.44%	\$ 21.84	\$ 9.95	UNIVERSAL	UNV35668	PK	76.37%	\$ 11.89	\$ 2.81
15	PAD,NTE,POST 3"X5",12/PK,YEL	655YW-12	DZ	58.66%	\$ 27.24	\$ 11.26	3M	MMM655RPYW	PK	54.44%	\$ 29.04	\$ 13.23	UNIVERSAL	UNV35672	PK	71.40%	\$ 16.68	\$ 4.77
16	BOOK COMP 8.5X67/8 40 COU	99505	EA	61.38%	\$ 4.35	\$ 1.68												
17	TAPE,MAGIC,3M,3/4X1296	810-3/4X1296	RL	58.81%	\$ 4.20	\$ 1.73							UNIVERSAL	UNV83436	RL	74.67%	\$ 3.00	\$ 0.76
18	DISPENSER,TAPE,DSKTOP,3/4",BLK	C38-BK	EA	76.01%	\$ 7.21	\$ 1.73							UNIVERSAL	UNV15001	EA	84.11%	\$ 5.35	\$ 0.85
19	PEN,BALL PT,MEDIUM,STICK,BLUE	33111	DZ	75.78%	\$ 3.84	\$ 0.93							UNIVERSAL	UNV27411	DZ	78.13%	\$ 3.43	\$ 0.75
20	PEN,BALL PT,MEDIUM,STICK,RED	33211	BX	75.78%	\$ 3.84	\$ 0.93							UNIVERSAL	UNV27412	DZ	78.13%	\$ 3.43	\$ 0.75
21	PEN,BALL PT,MEDIUM,STICK,BLK	33311	DZ	75.78%	\$ 3.84	\$ 0.93							UNIVERSAL	UNV27410	DZ	78.13%	\$ 3.43	\$ 0.75
22	FLUID,CORRECTION,WHITE	56401	DZ	57.98%	\$ 22.68	\$ 9.53												
23	PEN,FLAIR,W/PNTGRD,BLUE,DZ	84101	DZ	55.54%	\$ 20.04	\$ 8.91												
24	PEN,FLAIR,W/POINTGUARD,DZ,RED	84201	DZ	55.54%	\$ 20.04	\$ 8.91												
25	PEN,FLAIR,PNTGRD,DZ,BLK	84301	DZ	55.54%	\$ 20.04	\$ 8.91												
26	PEN,FLAIR,W/POINTGUARD,DZ	84401	DZ	55.54%	\$ 20.04	\$ 8.91												
27	SHREDDER,POWERSHRED,220	38221	EA	54.34%	\$ 799.00	\$ 364.85												
28	CARD,INDX,RD,5X8,8PT,1C/P,WHT	90198	PK	71.43%	\$ 3.92	\$ 1.12	UNIVERSAL	UNV47250	PK	71.43%	\$ 3.92	\$ 1.12						
29	REFILL,PEN,STAY-PUT,BLACK	258035604	EA	61.43%	\$ 2.10	\$ 0.81												
30	MARKER,FELT,PERM,KING SIZE,DZ	15001	DZ	63.29%	\$ 24.60	\$ 9.03												
31	MARKER,SHARPIE,FINE,DZ,BLACK	30001	DZ	58.73%	\$ 15.00	\$ 6.19												
32	CLEANER,BOARD,DRY ERASE,8 OZ	81803	EA	56.73%	\$ 3.42	\$ 1.48												
33	FOLDER,FILE,LTR,1/3,FSTNR,50BX	2K2-153L-1&3	BX	60.67%	\$ 36.05	\$ 14.18	SMEAD	SMD14537	BX	60.67%	\$ 36.05	\$ 14.18						
34	STAPLE,1/4",15-25SHT,5000BX	191/4CP	BX	74.90%	\$ 2.59	\$ 0.65												
35	CALCULATOR,SOLAR,MINI,DESKTOP	TI-1795SV	EA	45.60%	\$ 15.00	\$ 8.16												
36	TAPE,LETTERING,.5",BLACK/WHITE	TZ-231	EA	54.13%	\$ 18.99	\$ 8.71												
37	CASE,CATALOG,WHEELED		EA	58.97%	\$ 130.00	\$ 53.34												
38	BOOK,COMP,RD,10X7-7/8,80SH	43460	EA	61.38%	\$ 4.35	\$ 1.68												
39	TAPE,CORRECTION,LP DRYLINE,2PK	6624	PK	58.19%	\$ 7.63	\$ 3.19												
40	PEN,FLAIR,W/POINTGUARD,PURPLE	84501	DZ	55.54%	\$ 20.04	\$ 8.91												
41	MARKER,CHISEL TIP,EXPO2,BLACK	80001	DZ	62.04%	\$ 20.52	\$ 7.79												
42	MARKER,CHISEL TIP,EXPO 2,BLUE	80003	DZ	62.04%	\$ 20.52	\$ 7.79												
43	PEN,EF,FELT TIP,DZ,BLACK	38011	DZ	84.16%	\$ 21.84	\$ 3.46												
44	RECORDER,STND,RQ-L31P-S,SILVER	RQ-L31	EA	36.05%	\$ 39.95	\$ 25.55												
45	PENCIL,GOLF,3.5,12PKS OF 12,YW	20397	PK	81.52%	\$ 14.99	\$ 2.77												
46	PENCIL,AM,MED SOFT,#2,BX6,72CT	12132-72	BX	78.20%	\$ 16.74	\$ 3.65	PAPERMATE	PAP12242	BX	73.91%	\$ 14.64	\$ 3.82						
47	PAD,STENO,6X9,GREGG,DOZ,70SHT	99470	DZ	58.07%	\$ 30.84	\$ 12.93	TOPS	TOP74690	EA	65.90%	\$ 41.88	\$ 14.28						
48	ERASER,DRY ERASE,EXPO	81505	EA	57.23%	\$ 3.25	\$ 1.39												
49	FOLDER,CLASS,LETTER,2DIV	C402-5A-2D- EA	EA	67.36%	\$ 51.80	\$ 16.91	SMEAD	SMD14075	BX	67.36%	\$ 51.80	\$ 16.91	UNIVERSAL	UNV10270	EA	53.68%	\$ 4.08	\$ 1.89
50	CLIP,PAPER,JUMBO,SMOOTH,10PK	10004	PK	71.02%	\$ 12.70	\$ 3.68												
51	CLIP,PAPER,#1 REG,SMOOTH,10PK	10001	PK	72.09%	\$ 4.30	\$ 1.20												

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52	CLIP,BINDER,LARGE,2IN,12BX	RTP-001958-HD-087-07	BX	83.49%	\$ 6.42	\$ 1.06												
53	CARD,INDEX,RDL,HRZ,5X8,5C,WHT	90186	PK	71.43%	\$ 3.92	\$ 1.12	UNIVERSAL	UNV47250	PK	71.43%	\$ 3.92	\$ 1.12						
54	ERASER,FELT,DELUXE	804526	EA	56.39%	\$ 3.05	\$ 1.33												
55	RULER,12",INCH/METRIC,PLSTC	8772	EA	61.90%	\$ 0.42	\$ 0.16												
56	FOLDER,HNG,LTR,1/5,25BX,GRN	C15H	BX	78.92%	\$ 25.90	\$ 5.46	SMEAD	SMD64055	BX	78.92%	\$ 25.90	\$ 5.46	UNIVERSAL	UNV14115	BX	79.34%	\$ 23.14	\$ 4.78
57	FOLDER,FILE,LTR,1/3 CUT,MANILA	153L	BX	72.14%	\$ 23.40	\$ 6.52	SMEAD	SMD10330	BX	72.14%	\$ 23.40	\$ 6.52	UNIVERSAL	UNV12113	BX	74.60%	\$ 20.79	\$ 5.28
58	FOLDER,FILE,LTR,1/2 CUT,MAN	152L	BX	69.98%	\$ 23.92	\$ 7.18	SMEAD	SMD10320	BX	69.98%	\$ 23.92	\$ 7.18	UNIVERSAL	UNV12112	BX	75.23%	\$ 21.32	\$ 5.28
59	STAPLE,1/4",SF1,15-25SHT,5M/BX	SWI35108	BX	82.49%	\$ 2.97	\$ 0.52							UNIVERSAL	UNV79000	BX	78.60%	\$ 2.43	\$ 0.52
60	RECORDER,CASSETTE,STD,RQ-L51	PANRQ-L51	EA	20.06%	\$ 66.95	\$ 53.52												
61	DUSTER,AIR,100Z	QPL0100	EA	45.62%	\$ 7.19	\$ 3.91												
62	ENVELOPE,CLASP,28LB,#97,100BX	CO997	BX	75.38%	\$ 29.53	\$ 7.27	MEAD	WEVCOR97	BX	73.87%	\$ 32.22	\$ 8.42	UNIVERSAL	UNV35267	BX	71.14%	\$ 24.01	\$ 6.93
63	ENVELOPE,CLASP,9X12,BRN,100/BX	CO990	BX	72.23%	\$ 24.45	\$ 6.79	MEAD	WEVCOR90	BX	73.31%	\$ 26.64	\$ 7.11	UNIVERSAL	UNV35264	BX	68.88%	\$ 20.50	\$ 6.38
64	MARKER,EXPO 2,CHISEL PT,8COLOR	80078	ST	60.81%	\$ 13.27	\$ 5.20												
65	ENVELOPE,#10,24,LB,WHT,500BX	CO125	BX	75.36%	\$ 30.60	\$ 7.54	QUALITY PARK	QUA11117	BX	69.38%	\$ 53.17	\$ 16.28	UNIVERSAL	UNV35210	BX	71.50%	\$ 23.12	\$ 6.59
66	BINDER,3RG,11X8.5,2"C,LH,BLACK	368-44NHBA	EA	74.16%	\$ 8.90	\$ 2.30	ACCO	WLJ36844NHB	EA	74.16%	\$ 8.90	\$ 2.30						
67	CABLE,AB,GOLD,USB,F30133,6FT	F3U133V06-GLD	EA	83.16%	\$ 29.99	\$ 5.05												
68	PAD,EASEL,POST-IT,25X30.5,YEL	561	CT	58.77%	\$ 79.50	\$ 32.78	AMPAD	AMP24034	CT	71.75%	\$ 68.40	\$ 19.32						
69	LABEL,LSR,ADDR,WHT,3000CT	5160	BX	55.13%	\$ 43.26	\$ 19.41							AVERY	AVE30600	BX	83.28%	\$ 38.82	\$ 6.49
70	LABEL,LSR,ADDR,WHT,2000CT	5161	BX	54.48%	\$ 43.26	\$ 19.69							UNIVERSAL	UNV80104	BX	62.87%	\$ 38.78	\$ 14.40
71	LABEL,LSR,ADDR,WHT,1400CT	5162	BX	54.48%	\$ 43.26	\$ 19.69							AVERY	AVE30602	BX	83.28%	\$ 38.82	\$ 6.49
72	SHREDDER,POWERSHRED MODEL480CC	38485	EA	54.63%	\$ 3,499.00	\$ 1,587.63												
73	SHREDDER,POWERSHRED 320CC	38325	EA	54.16%	\$ 1,699.00	\$ 778.90												
74	PAD,NOTE,HIGHLAND,1.5X2,YEL,12	6539YW	PK	64.12%	\$ 3.40	\$ 1.22	3M	MMM653RPYW	PK	54.57%	\$ 9.20	\$ 4.18	UNIVERSAL	UNV35662	PK	72.19%	\$ 4.89	\$ 1.36
75	PAD,NOTE,HIGHLAND,3"X3",12PK,Y	6549YW	DZ	64.02%	\$ 7.56	\$ 2.72	3M	MMM654RPYW	PK	54.44%	\$ 21.84	\$ 9.95	UNIVERSAL	UNV35668	PK	76.37%	\$ 11.89	\$ 2.81
76	PAD,NTE,HIGHLAND,3"X5",12PK,Y	6559YW	PK	64.33%	\$ 10.68	\$ 3.81	3M	MMM655RPYW	PK	96.21%	\$ 29.04	\$ 1.10	UNIVERSAL	UNV35672	PK	71.40%	\$ 16.68	\$ 4.77
77	AMPLIFIER,TELEPHONE HEADSET	M12	EA	30.51%	\$ 136.95	\$ 95.16												
78	CARTRIDGE,DLT,IV,40/80GB	183270	EA	53.61%	\$ 57.04	\$ 26.46												
79	PAPER,THRML,80MMX230,10PK,WHT	997375	PK	64.10%	\$ 36.77	\$ 13.20												
80	CARTRIDGE DLT IV 40/80GB	42337EA	EA	38.15%	\$ 69.67	\$ 43.09												
81	BINDER,PL,VIEW,3",WHITE	5741	EA	77.19%	\$ 13.94	\$ 3.18												
82	BINDER,PL,VIEW,2",WHITE	5731	EA	78.08%	\$ 10.22	\$ 2.24												
83	BINDER,PL,VIEW,1.5",WHITE	5721	EA	73.10%	\$ 6.58	\$ 1.77												
84	BINDER,PL,VIEW,1",WHITE	5711	EA	77.66%	\$ 6.76	\$ 1.51												
85	BINDER,PL,VIEW,1",BLACK	5710	EA	77.66%	\$ 6.76	\$ 1.51												
86	PENCIL,MECHANICAL GRIP,7MM	MPGV11-BLK	DZ	60.11%	\$ 9.00	\$ 3.59												
87	SANDISK 512MB COMPACT FLASH	SDCFB-512-A10	EA	52.49%	\$ 25.34	\$ 12.04												
88	SHREDDER,420 STRIPCUT,POWERSHR	38420	EA	54.40%	\$ 2,349.00	\$ 1,071.16												
89	SHREDDER,420CC CROSSCUT,PWRSHR	38425	EA	54.00%	\$ 2,499.00	\$ 1,149.48												
90	TAPE,MAGIC,3M,3/4X1296,4PK	810-4PKR	PK	58.75%	\$ 16.80	\$ 6.93							UNIVERSAL	UNV83436	PK	74.67%	\$ 12.00	\$ 3.04
91	PEN,ROUNDSTIC,BIC,MEDIUM,RED	GSM11RED	DZ	76.26%	\$ 3.96	\$ 0.94							UNIVERSAL	UNV27412	DZ	78.13%	\$ 3.43	\$ 0.75
92	CARD,INDEX,RDL,HRZ,3X5,5C,WHT	90182	PK	61.59%	\$ 1.38	\$ 0.53	UNIVERSAL	UNV47210	PK	61.59%	\$ 1.38	\$ 0.53						
93	CARD,INDEX,RDL,HRZ,4X6,5C,WHT	90184	PK	70.83%	\$ 2.64	\$ 0.77	UNIVERSAL	UNV47230	PK	70.83%	\$ 2.64	\$ 0.77						
94	STAPLE REMOVER,BLACK	C10290D	EA	77.27%	\$ 1.10	\$ 0.25												
95	STAPLER,DELUXE,FULL STRIP,BLK	958	EA	76.25%	\$ 10.99	\$ 2.61												
96	STAPLER,FULL STRIP,BLACK	8488	EA	76.25%	\$ 10.99	\$ 2.61												
97	TAPE,SEAL,BOX,2X55YDS,6PK,CLR	3750-6PK2B	PK	58.47%	\$ 50.40	\$ 20.93												

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98	CLIP,PAPER,JUMBO,SMOOTH,100BX	10007	BX	70.87%	\$ 1.27	\$ 0.37												
99	CLIP,PAPER,#1 REG,SMOOTH,100BX	10006	BX	74.42%	\$ 0.43	\$ 0.11												
100	CLIP,BINDER,SMALL,12/BOX	825182BX	BX	82.93%	\$ 1.23	\$ 0.21												
101	CLIP,BINDER,MEDIUM,	825190BX	BX	80.69%	\$ 2.33	\$ 0.45												
102	DOCUMENT FRAME 8.5X11 3PK	1083763	PK	44.24%	\$ 29.97	\$ 16.71												
103	BATTERY,EVEREADY,ALKALN,D,8PK	A95-8	PK	60.31%	\$ 21.49	\$ 8.53												
	BATTERY,EVEREADY,ALKLN,AAA,16P	A92-16/A92BP-	PK															
104		16H		65.11%	\$ 20.32	\$ 7.09												
105	PENCIL POUCH,TRANSLUCENT	18379	EA	56.87%	\$ 2.62	\$ 1.13												
106	BATTERY,AAA,ENERGIZER,24/BX	EN92	BX	54.66%	\$ 15.99	\$ 7.25												
107	PAPER,VELLUM,67#,8.5X11,WHITE	3R11664	PK	55.65%	\$ 10.62	\$ 4.71												
108	LABEL,LSR,SHIP,WHT,1000CT	5163	BX	54.72%	\$ 44.57	\$ 20.18												
109	CLIPBOARD,LETTER SIZE,2PK	83150	PK	66.06%	\$ 3.86	\$ 1.31							AVERY	AVE30603	BX	83.28%	\$ 38.82	\$ 6.49
110	FILE,MAG,ECONO/STOR,WH/BK	723	EA	75.31%	\$ 2.43	\$ 0.60												
111	CLIPBOARD,W/STORAGE,9X12,GRY	R1076-82	EA	44.12%	\$ 19.65	\$ 10.98												
112	RIBBON,ML100,SERIES/320/321	OKI52102001	EA	43.90%	\$ 12.05	\$ 6.76												
113	FILM,600,HI-DEF,TWIN,PK	101158	PK	35.71%	\$ 30.75	\$ 19.77												
114	ERASER,PCL,MED,PNK PEARL,3PK	70502	PK	55.49%	\$ 1.73	\$ 0.77												
115	ERASER,PCL,LRG,PNK PEARL,3/PK	70501	PK	55.24%	\$ 2.10	\$ 0.94												
116	FOLDER,FILE,8.5X11,100/BX,ASTD	11951	BX	59.47%	\$ 34.05	\$ 13.80												
	TAPE,MGC,SCTH,3/4"X1000",10PK	810P10PK-C38	PK															
117				58.47%	\$ 21.60	\$ 8.97												
118	BINDER,3RG,VNL,11X8.5,1"BLK	368-14NB	EA	76.18%	\$ 4.24	\$ 1.01	ACCO	WLJ36814NB	EA	76.18%	\$ 4.24	\$ 1.01	UNIVERSAL	UNV31401	EA	64.44%	\$ 3.15	\$ 1.12
119	BNDR,3RG,VNL,11X8.5,1",BLU	368-14NBL	EA	76.18%	\$ 4.24	\$ 1.01	ACCO	WLJ36814NBL	EA	76.18%	\$ 4.24	\$ 1.01						
120	BINDER,D-RING,2",VUE,WHITE	386-44W	EA	62.80%	\$ 12.58	\$ 4.68												
121	BINDER,D-RING,3",VUE,WHITE	386-49W	EA	62.96%	\$ 17.09	\$ 6.33												
122	MARKER,DRY ERASE,CHSELTIP,4COL	80074	PK	60.96%	\$ 6.66	\$ 2.60												
123	MARKER,WASHABLE,BROAD,8CT,SET	58-7808	ST	53.55%	\$ 4.93	\$ 2.29												
124	FILTER,GLARE,UNIV,16-19"MONITR	MMMPF500XL	EA	58.76%	\$ 287.87	\$ 118.71												
125	WATER,BOTTLES,24/CASE	7343086654	CA	55.11%	\$ 8.80	\$ 3.95												
126	PADLOCK,COMBINATION,1-7/8"	1500D	EA	40.30%	\$ 6.60	\$ 3.94												
127	TAPE,MENDING,HLD,3/4X1000,8PK	6200-8PK-3/4	PK	63.96%	\$ 16.48	\$ 5.94												
128	BINDER,D-RG,VIEW,LTR,3",WHT	AVE79-793	EA	58.25%	\$ 23.95	\$ 10.00	CARDINAL	CRD10600	EA	58.25%	\$ 23.95	\$ 10.00	UNIVERSAL	UNV83410	PK	65.39%	\$ 11.99	\$ 4.15
129	RBN,PRT,PAN KX-P2130/35,BK	NUKBM371	EA	60.63%	\$ 16.94	\$ 6.67												
130	BOOK,STENO,6X9,70CT, GREEN	99470EA	EA	58.37%	\$ 2.57	\$ 1.07	TOPS	TOP74690	EA	65.90%	\$ 3.49	\$ 1.19						
131	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	88102/85580	DZ	66.78%	\$ 17.88	\$ 5.94												
132	BATTERY,ENERGIZER MAX AA,24PK	E91SF-24	PK	54.66%	\$ 15.99	\$ 7.25												
133	CASSETTE,VHS120,HIGH	214016	EA	53.69%	\$ 2.44	\$ 1.13												
134	POUCH,LAMINATING,LETTER SIZE	W59188	PK	49.76%	\$ 17.00	\$ 8.54												
135	TAPE,PACKING,TRANSPARENT,4PK	3750-RDIT	PK	58.77%	\$ 34.20	\$ 14.10												
136	STAPLER,ELECTRIC,BLACK	2210	EA	57.83%	\$ 75.19	\$ 31.71												
137	CASSETTE,AUDIO,60MIN,6/PK	109069	PK	53.62%	\$ 7.74	\$ 3.59												
138	TAPE,AUDIO,UR-90,5PK	108562	PK	53.61%	\$ 8.45	\$ 3.92												
139	EASEL,MOBILE RSVBL,6X4,GPH	QRT3641TE	EA	33.50%	\$ 844.95	\$ 561.85												
140	LAMP,O.H.PROJECTOR	VA-FXL-6	EA	74.44%	\$ 51.49	\$ 13.16												
141	PAPER,INDEX,90# 8.5X11,WHITE	3R11620	PK	76.81%	\$ 19.62	\$ 4.55												
142	SHREDDER,PS60-2,PERS	38601	EA	51.29%	\$ 149.95	\$ 73.04												
143																		
144	BOARD,ROLLNG,RVRSBLE,3X4,WHT	WMR304	EA	56.18%	\$ 325.99	\$ 142.84												
145	SHARPNR,PENCIL,SCHOOL PRO	1670	EA	55.41%	\$ 64.56	\$ 28.79												
146	PLANNER,MONTHLY,9X11,BLK	702600507	EA	54.92%	\$ 17.59	\$ 7.93												
147	PLANNER, PROF WK,67/8X83/4,BLK	G5900007	EA	64.17%	\$ 19.79	\$ 7.09												

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148	DESKPAD,2 CLR REFILLABLE,22X17	SK11700007	EA	65.77%	\$ 14.49	\$ 4.96												
149	DESKPAD,MLY,22X17	SK24BD0007	EA	63.58%	\$ 9.39	\$ 3.42	MEAD	AAGSK24R00	EA	63.58%	\$ 9.39	\$ 3.42						
150	CALENDAR, PL RFL, DD 3 1/2X6	SP717D5007	EA	69.19%	\$ 5.29	\$ 1.63	MEAD	AAGE717R50	EA	62.33%	\$ 6.69	\$ 2.52						
151	STAPLER,EXECUTIVE,BLACK	B5000-BLK	EA	62.12%	\$ 32.95	\$ 12.48												
152	CALCULATOR,SCIENTIFIC,TI-30XA	TI-30XA	EA	44.53%	\$ 15.00	\$ 8.32												
153	CD-R,SPINDLE,80 MIN,100/PK	32026502	PK	54.54%	\$ 37.00	\$ 16.82												
154	4 ADJUSTABLE SHELF CABINET	DA42361872-05	EA	58.76%	\$ 289.00	\$ 119.18												
155	TYPEWRITER,BUSINESS CLASS	EM630	EA	42.43%	\$ 649.99	\$ 374.23												
156	FILTER,ANTI-GLARE,PRIVACY,BLK	PF400XLB	EA	58.76%	\$ 400.35	\$ 165.09												
157	POCKET,LETTER,3.5",25/BX,BLUE	1524E-BE	BX	58.69%	\$ 69.25	\$ 28.61	SMEAD	SMD73225	BX	58.69%	\$ 69.25	\$ 28.61						
158	PEN,RETRACTABLE,SOFTFEEL,BLACK	SCSMV11-BLK	DZ															
159	BATTERY,ENERGIZER MAX AAA,12PK	E92BP-12	PK	63.70%	\$ 14.85	\$ 5.39												
160	SHREDDER,120C-2 CONFTTI CT	34125	EA	54.63%	\$ 8.00	\$ 3.63												
161	SHREDDER,PS70-2CD STRIP	32170	EA	54.77%	\$ 699.00	\$ 316.13												
162	TAPE,MASKING,2X60YD,HILND	2600-2	RL	51.29%	\$ 249.95	\$ 121.75												
163	TAPE,MASKING,HIGHLAND,1"X60YD	2600-1	RL	63.90%	\$ 5.54	\$ 2.00												
164	WEBSTERS NEW WORLD DICT & THES	764565451	EA	63.87%	\$ 2.74	\$ 0.99												
165	CHAIR,EXEC,HIBACK,FABRIC,VANDR	12572	EA	46.40%	\$ 48.00	\$ 25.73												
166	PEN,OHP,FN,VIS-A-VIS,DZ,BLACK	16001	DZ	58.76%	\$ 334.00	\$ 137.73												
167	PORTFOLIO,2POCKET,ASST COLORS	50751	EA	59.17%	\$ 17.88	\$ 7.30	ESSELTE	ESS57513	EA	71.83%	\$ 0.71	\$ 0.20						
168	PEN SET,VIS-A-VIS,FINE,4-COLOR	16074	PK	71.83%	\$ 0.71	\$ 0.20												
169	BATTERY,INDUSTRIAL,9V,ALK,12BX	EN22	BX	58.32%	\$ 5.83	\$ 2.43							INNOVERA	IVR44004	BX	60.72%	\$ 33.07	\$ 12.99
170	BATTERY,SIZE AA,ALKALINE,24BOX	EN91	BX	68.33%	\$ 21.88	\$ 6.93							INNOVERA	IVR11024	PK	53.72%	\$ 15.99	\$ 7.40
171	FILE,LATERAL,5-DR,36",LT GRAY	HON785L-Q	EA	57.22%	\$ 1,380.00	\$ 590.41												
172	RULER,W/BNDR HOLES,12",PLASTIC	RTP-003608-OP-087-05	EA	61.90%	\$ 0.42	\$ 0.16												
173	EARSERS,PINK BEVEL,SMALL	54123	EA	58.33%	\$ 0.60	\$ 0.25												
174	BINDER,VUE,3RG,11X8.5,1"C,WHT	W362-14W	EA	81.31%	\$ 7.17	\$ 1.34							UNIVERSAL	UNV20962	EA	74.19%	\$ 5.27	\$ 1.36
175	BINDER,OVERLAY,CLEAR,1.5",WHT	W362-34W	EA	78.71%	\$ 8.83	\$ 1.88							UNIVERSAL	UNV20972	EA	72.49%	\$ 6.58	\$ 1.81
176	BINDER,OVERLAY,CLEAR,2",WHT	W362-44W	EA	77.95%	\$ 10.66	\$ 2.35							UNIVERSAL	UNV20982	EA	73.73%	\$ 8.26	\$ 2.17
177	BINDER,VUE,3RG,11X8.5,3"C,WHT	W362-49W	EA	76.62%	\$ 14.84	\$ 3.47							UNIVERSAL	UNV20992	EA	76.23%	\$ 11.99	\$ 2.85
178	SURGE,STANLEY,208JOULES,6'CORD	STS162	EA	41.91%	\$ 13.96	\$ 8.11												
179	SURGE,STANLEY,740JOULES,6'CORD	STS164-TEL	EA	45.56%	\$ 24.98	\$ 13.60												
180	COVER,DOCUMENT,6PK,NAVY	45332	PK	53.95%	\$ 15.70	\$ 7.23	GEOGRAPHICS	GEO45332	PK	53.95%	\$ 15.70	\$ 7.23						
181	PEN,STICK,CRYST,MED,48PK,BLUE	1234/48	PK	78.57%	\$ 13.72	\$ 2.94												
182	SHREDDER,CROSS CUT,PS80C-2	FEL36180	EA	37.21%	\$ 299.95	\$ 188.34												
183	SHREDDER,CROSS CUT,PS60C-2	38605-02	EA	32.49%	\$ 179.95	\$ 121.49												
184	STAPLE,1/4",15-25SHT,5000BX	S7079012	BX	79.01%	\$ 2.43	\$ 0.51												
185	PEN,BP STCK,CRYST,MED,48PK,BLK	1231/48	PK	78.57%	\$ 13.72	\$ 2.94												
186	FILM,INK JET,UNIV,50/PK	INK JET/50	PK	56.97%	\$ 55.10	\$ 23.71	3M	MMMCG3480	BX	56.97%	\$ 55.10	\$ 23.71						
187	CART,UTILITY,GRAY	4500-28-GR	EA	41.25%	\$ 239.00	\$ 140.41												
188	TABLE,PLASTIC,30X72,GRAY	81828	EA	58.76%	\$ 159.00	\$ 65.57												
189	LOCK,SECURITY,DESKTOP MICRO SA	64162	EA	48.41%	\$ 39.95	\$ 20.61												
190	FOLDER,HANGING,LTR,25/BX,GREEN	C13H	BX	77.25%	\$ 26.50	\$ 6.03	SMEAD	SMD64035	BX	77.25%	\$ 26.50	\$ 6.03	UNIVERSAL	UNV14113	BX	78.39%	\$ 23.78	\$ 5.14
191	STAPLER,FULLSTRIP,ACCO 747,BLK	74771	EA	69.26%	\$ 31.55	\$ 9.70												
192	CLIP,BINDER,SMALL,12/BX	99020	BX	82.93%	\$ 1.23	\$ 0.21												
193	CLIP,BINDER,MED,12 CLIPS/BX	99050	BX	80.69%	\$ 2.33	\$ 0.45												
194	CLIP,PAPER,JUMBO,WRLDBRND,10PK	72580	PK	71.02%	\$ 12.70	\$ 3.68												
195	FOLDER,FILE,LTR,STRAIGHT CUT	810812	BX	75.70%	\$ 21.32	\$ 5.18	UNIVERSAL	UNV12110	BX	75.70%	\$ 21.32	\$ 5.18						

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196	FOLDER,FILE,LETTER,1/3 CUT	810838	BX	75.08%	\$ 20.79	\$ 5.18	UNIVERSAL	UNV12113	BX	75.08%	\$ 20.79	\$ 5.18						
197	FOLDER,FILE,LEGAL,1/3 CUT	810846	BX	73.87%	\$ 26.83	\$ 7.01	UNIVERSAL	UNV15113	BX	73.87%	\$ 26.83	\$ 7.01						
198	FOLDER HANGING LTR 1/3 CUT	810929	BX	78.85%	\$ 23.78	\$ 5.03	UNIVERSAL	UNV14113	BX	78.85%	\$ 23.78	\$ 5.03						
199	FOLDER HANGING LGL 1/3 CUT	810945	BX	80.88%	\$ 28.29	\$ 5.41	UNIVERSAL	UNV14213	BX	80.88%	\$ 28.29	\$ 5.41						
200	FOLDER HANGING LTR 1/5 CUT	810994	BX	79.78%	\$ 23.14	\$ 4.68	UNIVERSAL	UNV14115	BX	79.78%	\$ 23.14	\$ 4.68						
201	FOLDER HANGING LGL 1/5 CUT	811018	BX	77.71%	\$ 27.64	\$ 6.16	UNIVERSAL	UNV14215	BX	77.71%	\$ 27.64	\$ 6.16						
202	PENCIL,LEAD,TICONDEROGA,SOFT	13882	DZ	70.00%	\$ 4.00	\$ 1.20												
203	INDEX,5 TAB,CLEAR	14566	ST	81.61%	\$ 0.87	\$ 0.16												
204	INDEX,5 TAB MULTI-COLOR	14608	ST	81.61%	\$ 0.87	\$ 0.16												
205	INDEX, 8 TAB, CLEAR	14822	ST	81.40%	\$ 1.29	\$ 0.24												
206	INDEX, 8 TAB, MULTI-COLOR	14830	ST	81.40%	\$ 1.29	\$ 0.24												
207	LABELER, PT1400,HANDHELD	PT1400	EA	50.86%	\$ 169.95	\$ 83.51												
208	CALCULATOR,DESKTOP,8DGT,SOLAR,	MS80TE	EA	50.65%	\$ 12.99	\$ 6.41												
209	SHARPENER,PENCIL,ELECTRIC	19240	EA	55.37%	\$ 27.29	\$ 12.18												
210	CLIP,BINDER,SM,3/4IN,144/PK	RTP-001936-HD-087-07	PK	83.47%	\$ 14.76	\$ 2.44												
211	CLIP,BINDER,MED,1.25IN,12/PK	RTP-001948-HD-087-07	PK	80.69%	\$ 2.33	\$ 0.45												
212	CALCULATOR, TI-83 PLUS, SILVER	83PL2/CLM/1L1/A	EA	35.75%	\$ 140.00	\$ 89.95												
213	PUNCH,PAPER,2-HOLE,20SHEET CAP	701N	EA	73.89%	\$ 10.99	\$ 2.87												
214	EASEL, DRY ERASE, REVERSIBLE	B564120000A	EA	58.76%	\$ 609.95	\$ 251.53												
215	ENVELOPE, 4.12X9.5, WOVN, 500/BX	77125	BX	59.09%	\$ 33.39	\$ 13.66	QUALITY PARK	QUA21316	BX	67.88%	\$ 69.08	\$ 22.19						
216	6X9 CLASP ENVELOPE 28LB KRAFT	77955	BX	53.98%	\$ 15.97	\$ 7.35												
217	ENVELOPE, CLASP, #28, 9X12, 100/BX	77990	BX	69.51%	\$ 20.50	\$ 6.25	MEAD	WEVCOR90	BX	73.31%	\$ 26.64	\$ 7.11						
218	ENVELOPE, CLASP, 10X13, 28LB KRAFT	77997	BX	71.76%	\$ 24.01	\$ 6.78	MEAD	WEVCOR97	BX	73.87%	\$ 32.22	\$ 8.42						
219	12X15 1/2 CLASP ENVELOPE 28LB	77910	BX	58.46%	\$ 31.85	\$ 13.23												
220	10X13 INTEROFFICE, ENVELOPE 28L	77880	BX	64.42%	\$ 57.96	\$ 20.62												
221	BATTERY, ENERGIZER, AA, 12/PK	E91BP-12	PK	59.79%	\$ 18.08	\$ 7.27												
222	CARTRIDGE, ZIP, 100MB PC/MAC, 3PK	32603	PK	21.80%	\$ 28.99	\$ 22.67												
223	CALCULATOR, GRAPHING, TI-83 PLUS	TI-83PLUS	EA	35.75%	\$ 140.00	\$ 89.95												
224	ZIPDISK, PC/MAC, 250MB, 4PK	32625	PK	34.54%	\$ 59.98	\$ 39.26												
225	STAPLER, DESK, STD, FULL, BLACK	44401	EA	78.86%	\$ 29.66	\$ 6.27												
226	STAPLER, ECON, FULL STRIP, BLACK	54501	EA	80.00%	\$ 13.70	\$ 2.74												
227	LAMINATE, REFILL, DL1001, 3M, 12"	DL1001	EA	58.76%	\$ 107.62	\$ 44.38												
228	STAPLER, ELEC, HD, CTG	69270	EA	57.02%	\$ 492.01	\$ 211.45												
229	STAPLER, AUTO, ELECT, ADJ GAUGE	AS-300NN-A	EA	45.10%	\$ 170.95	\$ 93.86												
230	PUNCH, 3 HOLE, MODEL 350, BLK	SWI74350	EA	61.55%	\$ 60.89	\$ 23.41												
231	PUNCH, 3-HOLE, 30 SHT, 9/32	10088	EA	56.07%	\$ 30.00	\$ 13.18												
232	SHARPENER, PENCIL, MODEL, KS	10311	EA	55.37%	\$ 25.90	\$ 11.56												
233	SHARPENER, PENCIL, #41, 3PRNG, BEI	1606	EA	55.39%	\$ 222.76	\$ 99.37												
234	SHARPENER, PENCIL, ELECTRIC, BLK	KP380BK	EA	46.33%	\$ 54.95	\$ 29.49												
235	FLUID, CORRECTION, .5OZ, WHITE	56401	EA	56.35%	\$ 1.81	\$ 0.79												
236	GLUE, ELMERS, .4OZ, WHITE	E372NR	EA	59.57%	\$ 1.88	\$ 0.76												
237	GLUE, ELMERS, .8OZ, WHITE	E379NR	EA	58.64%	\$ 2.95	\$ 1.22												
238	GLUE STICK, BULK PACK, .29OZ	166	EA	68.32%	\$ 1.01	\$ 0.32												
239	GLUE-STICK, BULK PK, 1OZ	196	EA	64.23%	\$ 2.60	\$ 0.93												
240	DISPENSER, HAND, TAPE, 3/4", SMOKE	H-127	EA	59.17%	\$ 1.20	\$ 0.49												
241	TAPE, TRANSPARENT, 1/2"X36YD	5910-1/2X1296"	RL	64.04%	\$ 1.14	\$ 0.41												
242	TAPE, TRANSPARENT, 3/4"X36YD	5910-3/4X1296"	RL	63.74%	\$ 1.71	\$ 0.62												

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243	TAPE,CLEAR TRANSP 1"X72YD	600-1X2592	RL	58.79%	\$ 9.10	\$ 3.75												
244	TAPE,INVISIBLE,3/4"X36YD	6200-3/4X1296	RL	64.08%	\$ 2.06	\$ 0.74												
245	TAPE,BOOK,TRANS,2"X15YD	845-R2	RL	58.80%	\$ 8.30	\$ 3.42							UNIVERSAL	UNV83436	RL	74.67%	\$ 3.00	\$ 0.76
246	ZIPDISC,PC/MAC,250MB,8/PK	32629	PK	53.27%	\$ 149.99	\$ 70.09												
247	LABEL,LSR,ADDR,WHT,7500CT	5960	BX	54.66%	\$ 97.24	\$ 44.09												
248	LABEL,LSR,ADDR,WHT,750CT	5260	PK	54.85%	\$ 12.98	\$ 5.86												
249	POCKET,FILE,LTR,3.5"CAP	1524E	BX	67.05%	\$ 54.75	\$ 18.04	SMEAD	SMD73224	BX	67.05%	\$ 54.75	\$ 18.04	AVERY	AVE30610	PK	77.65%	\$ 11.72	\$ 2.62
250	BOARD,MARKER,ALUM,FRAME,4'X8'	2548	EA	58.76%	\$ 739.95	\$ 305.13							UNIVERSAL	UNV15343	BX	53.60%	\$ 47.00	\$ 21.81
251	HOLDER,DOCUMENT,IN-LINE,3M	DH640	EA	58.77%	\$ 109.99	\$ 45.35												
252	PEN,ROLLERBALL,FINE,BLACK	35346EA	EA	57.87%	\$ 2.16	\$ 0.91												
253	MARKER,MAJOR ACCENT,YELLOW	25005EA	EA	62.54%	\$ 11.88	\$ 4.45												
254	MARKER,HI-LITER,YELLOW	07742EA	EA	65.98%	\$ 11.64	\$ 3.96							UNIVERSAL	UNV08861	DZ	66.43%	\$ 9.86	\$ 3.31
255	MARKER,CHISEL POINT,BLACK	98028EA	EA	69.33%	\$ 0.75	\$ 0.23							UNIVERSAL	UNV08861	EA	67.09%	\$ 0.79	\$ 0.26
256	PEN SET,VIS-A-VIS,FINE,8-COLOR	16078	PK	58.87%	\$ 11.84	\$ 4.87												
257	PENCIL,AMER.,MED SOFT,#2,12/PK	12132DOZ	PK	78.14%	\$ 2.79	\$ 0.61												
258	PORTFOLIO,TWIN POCKET,BLUE	78502	BX	66.98%	\$ 20.44	\$ 6.75	ESSELTE	ESS78502	BX	66.98%	\$ 20.44	\$ 6.75						
259	PORTFOLIO,TWIN POCKET,RED	78511	BX	66.98%	\$ 20.44	\$ 6.75	ESSELTE	ESS78511	BX	66.98%	\$ 20.44	\$ 6.75						
260	COVER,REPORT,LTR,1/2",DKBLU	58802EA	EA	71.42%	\$ 1.96	\$ 0.56	ESSELTE	ESS58802	EA	71.42%	\$ 1.96	\$ 0.56	UNIVERSAL	UNV56101	EA	59.46%	\$ 1.48	\$ 0.60
261	FOLDER,PSBD,RECY,6PRT/2CTR,GRY	15056	EA	72.32%	\$ 6.54	\$ 1.81	ACCO	ACC15056	EA	72.32%	\$ 6.54	\$ 1.81						
262	FASTENER,SELF-ADHESIVE,2"C-C	99876	BX	61.64%	\$ 8.29	\$ 3.18												
263	BASE,FASTENER,2.75"CC,2"1CBX	99854	BX	76.82%	\$ 5.35	\$ 1.24												
264	WALLET,LTR,3.5",DK,BLU	719-4BL	EA	62.55%	\$ 4.62	\$ 1.73												
265	POCKET,FILE,LTR,3.5"C,STRT,RR		EA	54.26%	\$ 1.88	\$ 0.86	UNIVERSAL	UNV15343	EA	54.26%	\$ 1.88	\$ 0.86						
266	JACKET,FILE,LETTER,STR,2"EXP	4920	EA	62.79%	\$ 0.86	\$ 0.32	SMEAD	SMD75470	EA	62.79%	\$ 0.86	\$ 0.32						
267	FOLDER,CLASS,LTR,ST-CUT,2-DIV.	ETC400-2D-GY	EA															
268	FILE,POCKET,REINF,LGL,ET,TYV	75363EA	EA	59.13%	\$ 5.75	\$ 2.35												
269	FILE,STRGE,ECOLOGIC,12X10X15	12770	EA	58.33%	\$ 5.52	\$ 2.30												
270	FILE,STORAGE,LTR,LGL,ECONO	12772EA	EA	67.26%	\$ 5.62	\$ 1.84	FELLOWES	FEL12770	EA	67.26%	\$ 5.62	\$ 1.84						
271	POST-IT,NOTE-PAD,3X3 YELLOW	654YWEA	EA	66.14%	\$ 7.00	\$ 2.37	FELLOWES	FEL12772	EA	66.14%	\$ 7.00	\$ 2.37						
272	POST-IT,NOTEPAD,3X5,YELLOW	655YWEA	EA	58.77%	\$ 20.40	\$ 8.41	3M	MMM654RPYW	EA	52.57%	\$ 1.75	\$ 0.83	UNIVERSAL	UNV35668	EA	76.84%	\$ 0.95	\$ 0.22
273	PAD,POST-IT,4X6,RECYCLED,	660-RPYW	EA	58.66%	\$ 27.24	\$ 11.26	3M	MMM655RPYW	EA	52.59%	\$ 2.32	\$ 1.10	UNIVERSAL	UNV35672	PK	71.40%	\$ 16.68	\$ 4.77
274	ENVELOPE,#10,284,KRAFT,500/BOX	CO225	BX	56.86%	\$ 3.57	\$ 1.54	3M	MMM660RPYW	EA	56.86%	\$ 3.57	\$ 1.54						
275	ENVELOPE,CLSP,9X12",HVDYTY,KRF	CO790	BX	72.10%	\$ 23.12	\$ 6.45	QUALITY PARK	QUA11117	BX	69.38%	\$ 53.17	\$ 16.28						
276	ENVELOPE,CLSP,10X15",HVDYTY	CO798	BX	70.71%	\$ 25.40	\$ 7.44							UNIVERSAL	UNV41907	BX	61.98%	\$ 22.99	\$ 8.74
277	ENVELOPE,CLASP,#32,12X15	CO710	BX	70.86%	\$ 36.10	\$ 10.52							MEAD	WEVCO798	BX	71.69%	\$ 36.10	\$ 10.22
278	BOOK,RECORD,12.75X8.5,CVS,BLU	67 1/8-300-R	EA	58.46%	\$ 31.85	\$ 13.23												
279	LABEL,LSR,FILE,WHT,1500/PK	5366	PK	58.20%	\$ 61.65	\$ 25.77												
280	BADGE,NAME,LASER,PLAIN,WHITE	5395	BX	54.06%	\$ 43.69	\$ 20.07							AVERY	AVE30602	BX	83.28%	\$ 38.82	\$ 6.49
281	BADGE,NAME,LASER,BLUE	5895	BX	54.92%	\$ 59.65	\$ 26.89												
282	PAD,STENO,GREGG RLD,6X9,80'S	8021	DZ	54.92%	\$ 59.65	\$ 26.89												
283	CHALK,LOW DUST,3.25",WHT,12/BX	50-1402	BX	76.36%	\$ 46.20	\$ 10.92	TOPS	TOP74690	DZ	65.90%	\$ 41.88	\$ 14.28						
284	PAD,PERF,RECY,8.5X11,WHT,LGL	74880	DZ	48.24%	\$ 0.85	\$ 0.44	AMPAD	AMP20170	DZ	67.42%	\$ 36.00	\$ 11.73	TOPS	DIV20630	DZ	82.68%	\$ 31.17	\$ 5.40
285	CART,MAIL,150 LB CAPACITY	FEL40912	EA	69.07%	\$ 41.77	\$ 12.92												
286	KIT,MARKER,DRY-ERASE,EXPO 2	80675	EA	58.76%	\$ 393.78	\$ 162.38												
287	POCKET,SHELF,LTR,3.5C,4"TAB,RR	ET1524E	EA	58.52%	\$ 10.68	\$ 4.43												
288	FILE,POCKET,2",LGL,BULK	Feb-50	EA	58.71%	\$ 3.10	\$ 1.28												
289	PUNCH,ELECTRIC,3 HOLE,PLATINUM	A7074525	EA	55.29%	\$ 0.85	\$ 0.38	UNIVERSAL	UNV76500	EA	55.29%	\$ 0.85	\$ 0.38						
290	PUNCH,ELECTRIC,3HOLE,PLATINUM	74535	EA	60.73%	\$ 152.72	\$ 59.98												
291	CUP,COLD,PAPER,80Z,100PK	BZLR8N0062	PK	58.93%	\$ 221.92	\$ 91.15												
292	3M POST IT EASEL PAD	559-PK2	CT	51.54%	\$ 10.05	\$ 4.87												
293	FILE,5 DWR,LGL,60X18.25,BLACK	HON315CP-P	EA	58.76%	\$ 77.40	\$ 31.92	AMPAD	AMP24028	CT	71.75%	\$ 68.40	\$ 19.32						
				57.22%	\$ 631.00	\$ 269.96												

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294	INDEX,MAKER,LASER PRNTR,5TAB25	11446	BX	58.76%	\$ 135.53	\$ 55.89	X							X						
295	INDEX,MAKER,LASER PRTR,8TAB25	11447	BX	58.76%	\$ 155.30	\$ 64.05														
296	CARD,INDX,RLD,3X5,8PT,1C/P,WHT	90194	PK	61.59%	\$ 1.38	\$ 0.53	UNIVERSAL	UNV47210	PK	61.59%	\$ 1.38	\$ 0.53								
297	CARD,INDEX,RLD,4X6,PT,1CPK,WHT	90196	PK	70.83%	\$ 2.64	\$ 0.77	UNIVERSAL	UNV47230	PK	70.83%	\$ 2.64	\$ 0.77								
298	POCKET,FILE,LTR,5 1/4" CAP	1534GB	EA	75.29%	\$ 2.55	\$ 0.63														
299	ERASER,MEDIUM,PINK PEARL	PAP70520	EA	58.33%	\$ 0.60	\$ 0.25														
300	TAPE,MASKING,2"X60YD,BULK	234-2"	RL	58.75%	\$ 14.40	\$ 5.94														
						\$12,343.23						\$464.04								