



# COUNTY OF ORANGE MASTER AGREEMENT COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE  
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<b>CONTRACT INFORMATION</b>	
<b>MASTER AGREEMENT NUMBER: MA-017-10011795</b>  Begin Date: 02/23/2010 Expiration Date: 02/22/2012 Board-Award Date: Board Award Number: Modification Date: 01/08/2010 Contract Type: Commodity Cited Authority: Contract Policy Manual Thresholds Allow	<b>NOT TO EXCEED AMOUNT: \$999,999,999.00</b>  Record Date: 2010-01-08 Procurement Folder: M559051 Procurement Type: Request for Bids - RFB Replaces Award Document: MA-017-CVPAX3000000358 Replaced by Award Document: -- Version Number: 1

<b>COUNTY CONTACTS</b>		
<b>REQUESTOR:</b> Melva Gipson 714-567-7363 Melva.Gipson@ocgov.com	<b>ISSUER:</b>  DENISE.LOCKE@OCGOV.COM	<b>BUYER:</b> KAREN VU n/a KAREN.VU@OCGOV.COM

<b>CONTRACT DESCRIPTION</b>
OFFICE SUPPLIES - RCA OC Regional Contracting Alliance Agreement - This is a competitively bid/negotiated Regional Cooperative Agreement (RCA) for Office Supplies. This contract is available for use in accordance with the attached terms and conditions and scope of work. Public entities utilizing this agreement should make their own determination whether the OCRCA program is consistent with their procurement policies and regulations. <b>FOR INTERNAL USE</b> - County Deputy Purchasing Agents (DPAs) are required to: 1) Issue a Delivery Order(s) (DO) in the CAPS+ System and reference the RCA agreement number in the "Extended Description" field. 2) Provide delivery location and invoicing instructions to the vendor and require that the vendor reference the DO number on all invoices submitted to the County. 3) Orders shall be placed directly on the Vendor's online ordering website, except when/where Internet access is not available, or when placing custom orders (i.e. custom stamps). 4) No minimum delivery requirements. 5) Janitorial and Kitchen Products are not blocked; however, it is recommended that larger quantities be purchased against the janitorial supplies and kitchen products RCA if the items are available at a lower price. 6) SEE ATTACHMENT FOR CONTACT INFORMATION, CONTRACT SUMMARY, AND MODIFICATION HISTORY. This MA replaces CVPAX3000000358. RQL-017-10015866.

<b>REASON FOR MODIFICATION</b>
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<b>VENDOR INFORMATION</b>	
<b>Name /Address:</b> VC0000007447: STAPLES CONTRACT & COMMERCIAL INC DBA: DBA STAPLES ADVANTAGE 500 STAPLES DR  FRAMINGHAM, MA 01702-4478	<b>Contact:</b> MARK FENNELL 714-868-4276 mark.fennell@staples.com

<b>COMMODITY / SERVICE INFORMATION</b>									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00	02/23/2010	02/22/2012	\$0.00	\$0.00	\$0.00
Commodity Code: 61500 - OFFICE SUPPLIES, GENERAL SUMMARY ENCUMBRANCE LINE									

<b>AUTHORIZED FUNDING SOURCES</b>		
Department	No Limit	Spending Limit
ALL	YES	\$0.00

10011795	Document Phase Final	Document Description OFFICE SUPPLIES - RCA	Page 2 of 3
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**CONTACT INFORMATION:**

VENDOR CONTACT: MARK FENNELL  
PHONE: (714) 868-4276  
FAX: (949) 240-7985  
EMAIL: [MARK.FENNELL@STAPLES.COM](mailto:MARK.FENNELL@STAPLES.COM)

COUNTY PROCUREMENT OFFICE CONTACT: KAREN VU  
PHONE: (714) 796-8329  
EMAIL: [KAREN.VU@OCGOV.COM](mailto:KAREN.VU@OCGOV.COM)

**CONTRACT SUMMARY:**

X1000000358, 02/23/07 THROUGH 02/22/08  
X2000000358, 02/23/08 THROUGH 02/22/09  
X3000000358, 02/23/09 THROUGH 02/22/10  
MA-017-100111795, 02/23/10 THROUGH 02/22/12

**MODIFICATION HISTORY:**

**ORIGINAL CONTRACT**

D. LOCKE 02/22/07

**MOD 01**

ISSUED AMENDMENT NO. ONE TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.  
D. LOCKE 02/08/08

**MOD 02**

ISSUED AMENDMENT NO. TWO TO REMOVE A COUPLE CATEGORIES JANITORIAL PRODUCTS AND MISC. KITCHEN PRODUCTS) LISTED IN ATTACHMENT B - SCOPE OF WORK, 1. BLOCKING - CONTRACT ITEMS.  
D. LOCKE 07/21/08

**MOD 03**

ISSUED AMENDMENT NO. THREE TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR; AND TO ADD FOUR (4) ADDITIONAL TERMS & CONDITIONS TO THE CONTRACT.  
D. LOCKE 02/20/09

\*\*\*\*\* CAPS+ MODIFICATION HISTORY\*\*\*\*\*

**MOD 04 (CAPS+ MOD 1)**

CONVERSION  
07/01/09

**MOD 05 (CAPS+ MOD 2)**

ISSUED CAPS+ MOD 2 TO CORRECT ERRORS THAT OCCURRED IN CONVERSION.  
D. LOCKE 07/03/09

10011795	<b>Document Phase</b> Final	<b>Document Description</b> OFFICE SUPPLIES - RCA	<b>Page 3</b> of 3
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MOD 06 (CAPS+ MOD 3)

ISSUED CAPS+ MOD 3 TO CORRECT ERRORS THAT OCCURRED IN CONVERSION AND TO REFLECT AMENDMENT N O. FOUR ISSUED TO REFLECT A CHANGE IN VENDOR NAME AND NUMBER, FROM CORPORATE EXPRESS OFFICE PRODUCTS, INC. (X-01064) TO STAPLES CONTRACT & COMMERCIAL, INC., OPERATING AS STAPLES ADVANTAGE ( VC0000007447), EFFECTIVE 7/01/09.  
D. LOCKE 07/14/09

MOD 07 (CAPS+ MOD 4)

ISSUED CAPS+ MOD 4 TO ATTACH THE CONTRACT, INCLUDING ATTACHMENTS AND AMENDMENTS.  
D. LOCKE 07/22/09

MOD 8 (CAPS+ MOD 5)

ISSUED CAPS+ MOD 5 TO CHANGE CONTRACT TYPE AND CONTRACT DESCRIPTION.  
D. LOCKE 08/10/09

MOD 9 (CAPS+ MOD6)

ISSUED CAPS+ MOD 6 TO ADD VC0000005495 (CORPORATE EXPRESS OFFICE PRODUCTS, INC.), MAKING THIS AN AGGREGATE CONTRACT.  
D. LOCKE 08/21/09

MA-017-100111795

ISSUED TO RENEW THE CONTRACT FOR 2 ADDITIONAL YEARS, EFFECTIVE 02/23/10 THROUGH AND INCLUDING 02/22/12.  
K.VU 1/08/10



**Amendment Number Five**  
**To Contract Number X3000000358**  
**Staples Contract & Commercial Inc., Operating as Staples Advantage**  
**For Office Supplies**

This Amendment Number Five to Contract Number X3000000358, hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", and **Staples Contract & Commercial, Inc., operating as Staples Advantage**, with a place of business at 500 Staples Drive, Framingham, MA 01702, hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract Number X1000000358 (hereinafter referred to as "Original Contract") for Office Supplies, commencing on 2/23/07 through and including 2/22/08; and

**WHEREAS**, the Parties issued Amendment Number One to renew the Contract as X2000000358 for an additional year, effective 2/23/08 through and including 2/22/09; and

**WHEREAS**, the Parties issued Amendment Number Two to the Contract to remove a couple categories (Janitorial products and Misc. kitchen products) listed in Attachment A – Scope of Work, 1. Blocking – Contract Items; and

**WHEREAS**, the Parties issued Amendment Number Three to renew the Contract as X3000000358 for an additional year, effective 2/23/09 through and including 2/22/10; and to add four (4) additional terms and conditions to the Contract; and

**WHEREAS**, the Parties issued Amendment Number Four to reflect a vendor name change from Corporate Express Office Products, Inc. to Staples Contract & Commercial, Inc., operating as Staples Advantage; and

**WHEREAS**, the County desires to renew the contract for an additional two (2) years;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, County and Contractor agree as follows:

1. Contract X3000000358 is renewed as MA-017-10011795 for an additional two years, effective 02/23/10 through and including 02/22/12.
2. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

**SIGNATURE PAGE**

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**Staples Contract & Commercial, Inc., Operating as Staples Advantage\***

Steve Facer Vice President - Sales  
Print Name Title  
[Signature] 1/06/12  
Signature Date

\_\_\_\_\_  
Print Name Title  
\_\_\_\_\_  
Signature Date

**\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

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**County of Orange, a political subdivision of the State of California**

KAREN VU SUPERVISING PCS  
Print Name Title  
[Signature] 01/08/2010  
Signature Date

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**Amendment Number Four  
To Master Contract Number X3000000358  
With Corporate Express Office Products, Inc.  
For Office Supplies**

This Amendment Number Four (hereinafter "Amendment") to Contract Number X3000000358 is made and entered into upon execution of all necessary signatures between Corporate Express Office Products, Inc., with a place of business at 16501 Trojan Way, La Mirada, CA 90638-5902 (hereinafter "Contractor") and the County of Orange (hereinafter "County"), a political subdivision of the State of California, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract Number X1000000358 (hereinafter referred to as "Original Contract") for Office Supplies, commencing on 2/23/07 through and including 2/22/08; and

**WHEREAS**, the Parties issued Amendment Number One to renew the Contract as X2000000358 for an additional year, effective 2/23/08 through and including 2/22/09; and

**WHEREAS**, the Parties issued Amendment Number Two to the Contract to remove a couple categories (Janitorial products and Misc. kitchen products) listed in Attachment A – Scope of Work, 1. Blocking – Contract Items; and

**WHEREAS**, the Parties issued Amendment Number Three to renew the Contract as X3000000358 for an additional year, effective 2/23/09 through and including 2/22/10; and to add four (4) additional terms and conditions to the Contract; and

**WHEREAS**, the County desires to amend the Contract to reflect a change in vendor name and vendor number, effective 7/01/09;

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, County and Contractor agree as follows:

1. Amend Contract to reflect a change in vendor name and vendor number from Corporate Express Office Products, Inc. to Staples Contract & Commercial, Inc., operating as Staples Advantage, pursuant to the attached Assignment, Novation and Consent Agreement.
2. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

\* Signature Page \*

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.

**Staples Contract & Commercial, Inc., Operating as Staples Advantage \***

<u>Jay G. Baither</u>	<u>EVP</u>	
Print Name	Title	
<u>Jay G. Baither</u>	<u>6-23-09</u>	
Signature	Date	
_____	_____	
Print Name	Title	
_____	_____	
Signature	Date	



\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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County of Orange, a political subdivision of the State of California

<u>DENISE LOCKE</u>	<u>PROCUREMENT CONTRACT SPECIALIST</u>
Print Name	Title
<u>Denise Locke</u>	<u>7/01/09</u>
Signature	Date

## ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into upon execution of all necessary signatures ("Agreement") by and among Corporate Express Office Products, Inc., a Delaware corporation, with an address of 16501 Trojan Way, La Mirada, CA 90638-5902 ("Assignor"), Staples Contract & Commercial, Inc., operating as Staples Advantage, a Delaware corporation, with an address of 500 Staples Drive, Framingham, MA 01702, ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 1300 S Grand Ave., Bldg A, Santa Ana, CA 92705 ("County").

WHEREAS, Assignor and County entered into Contract X1000000358 for Office Supplies, effective February 23, 2007, (the "Contract"), pursuant to which Assignor provided Office Supplies (the "Goods & Services");

WHEREAS, Assignor will no longer support and is exiting the Office Supplies business, and Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract to Assignee;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Goods & Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract.

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of July 1, 2009 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract through February 22, 2010.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. Assignor waives and releases County of its contractual obligation. In consideration of this waiver and release, County consents to such assignment of the Contract by Assignor to Assignee as of the Effective Date.
4. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the effective date.
5. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after July 1, 2009.
6. Notwithstanding Paragraph 4 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee



to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.

7. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.
8. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
9. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
10. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

CORPORATE EXPRESS  
OFFICE PRODUCTS, INC.

By: [Signature]  
Name: Steve Facer  
Title: VP Sales

STAPLES CONTRACT & COMMERCIAL, INC.,  
OPERATING AS STAPLES ADVANTAGE

By: [Signature]  
Name: Jay G. Beitter  
Title: EVP

COUNTY OF ORANGE

By: [Signature]  
Name: DENISE LOCKE  
Title: PROCUREMENT CONTRACT SPECIALIST





**Amendment Number Three  
To Master Contract Number X2000000358  
With Corporate Express Office Products, Inc.  
For Office Supplies**

This Amendment Number Three (hereinafter "Amendment") to Contract Number X2000000358 is made and entered into upon execution of all necessary signatures between Corporate Express Office Products, Inc., with a place of business at 16501 Trojan Way, La Mirada, CA 90638-5902 (hereinafter "Contractor") and the County of Orange (hereinafter "County"), a political subdivision of the State of California, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract Number X1000000358 (hereinafter referred to as "Original Contract") for Office Supplies, commencing on 2/23/07 through and including 2/22/08; and

**WHEREAS**, the Parties issued Amendment Number One to renew the Contract as X2000000358 for an additional year, effective 2/23/08 through and including 2/22/09; and

**WHEREAS**, the Parties issued Amendment Number Two to the Contract to remove a couple categories (Janitorial products and Misc. kitchen products) listed in Attachment A – Scope of Work, 1. Blocking – Contract Items; and

**WHEREAS**, the County desires to renew the Contract as X3000000358 for an additional year, effective 2/23/09 through and including 2/22/10; and to add four (4) additional terms and conditions to the Contract;

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, County and Contractor agree as follows:

1. Contract amended as X3000000358 for an additional year, effective 2/23/09 through and including 2/22/10.
2. The following additional terms and conditions are added to the Contract:
  - **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  - **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
  - **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8

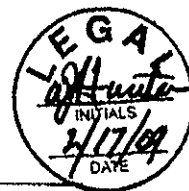
U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
3. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

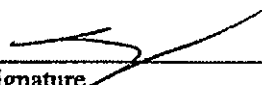
- Signature Page follows -

\* Signature Page \*

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.



Corporate Express Office Products, Inc. \*

<u>NEIL RINGEL</u>	<u>SIL VP SALES</u>
Print Name	Title
	<u>2/17/09</u>
Signature	Date

_____	_____
Print Name	Title
_____	_____
Signature	Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.


The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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County of Orange, a political subdivision of the State of California

<u>DENISE LOCKE</u>	<u>PROCUREMENT CONTRACT SPECIALIST</u>
Print Name	Title
	<u>2/20/09</u>
Signature	Date



**Amendment Number Two**  
**To Master Contract Number X2000000358**  
**With Corporate Express Office Products, Inc.**  
**For Office Supplies**

This Amendment Number Two (hereinafter "Amendment") to Contract Number X2000000358 is made and entered into upon execution of all necessary signatures between Corporate Express Office Products, Inc., with a place of business at 16501 Trojan Way, La Mirada, CA 90638-5902 (hereinafter "Contractor") and the County of Orange (hereinafter "County"), a political subdivision of the State of California, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract Number X1000000358 (hereinafter referred to as "Original Contract") for Office Supplies, commencing on 2/23/07 and expiring on 2/22/08; and

**WHEREAS**, the Parties issued Amendment Number One to renew the Contract as X2000000358 for an additional year, effective 2/23/08 and expiring on 2/22/09; and

**WHEREAS**, the County desires to amend the Contract to remove a couple categories (Janitorial products and Misc. kitchen products) listed in Attachment A – Scope of Work, 1. Blocking – Contract Items;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, County and Contractor agree as follows:

1. Contract amended to remove a couple categories (Janitorial products and Misc. kitchen products) listed in Attachment A – Scope of Work, 1. Blocking – Contract Items.

A fully amended Attachment A – Scope of Work is attached hereto.

2. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

\* Signature Page \*

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.

Corporate Express Office Products, Inc. \*

JANA FRAZIER MARKET VICE PRESIDENT  
Print Name Title  
Jana Frazier 18 JULY 2008  
Signature Date

\_\_\_\_\_  
Print Name Title  
\_\_\_\_\_  
Signature Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

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County of Orange, a political subdivision of the State of California

DENISE LOCKE PROCUREMENT CONTRACT SPECIALIST  
Print Name Title  
Denise Locke 7/21/08  
Signature Date

# ATTACHMENT A

## Scope of Work

### I. BLOCKING - CONTRACT ITEMS

CONTRACTOR AGREES TO BLOCK THE PURCHASE OF ITEMS FROM THE FOLLOWING CATEGORIES OF ITEMS:

- Paper (colored, computer, copier, photo, and printer)
- Communication equipment (i.e. telephones, cell phones, BlackBerrys)
- Computers & Monitors
- Copiers
- Furniture
- Postage machines, postage scales (that work directly with postage machines), and postage machine supplies

Contractor(s) will be provided specific information as to those items that are to be part of the block. Failure to maintain the integrity of the block may result in the cancellation of the Contract.

The County Purchasing Agent or designee will assume authority to block out additional items or categories of items requested in this bid if the price or terms are not acceptable.

As Contracts for blocked commodities (like items) expire the County Purchasing Agent and designee will examine the possibility of blocking items being released for purchase against this Contract. The determinable factors will be price, availability, quality, terms of acquisition, and any requirement that may exist for competitive bidding.

### II. CONTRACTOR SUPPORT TEAM

This Contract requires ongoing attention and quick response to all problems. The Contractor(s) will provide a support team capable of handling all ordering and related customer service, plus a mechanism to aid the DPA in answering technical questions that may arise regarding product use, content, specifications, etc. The Contractor(s) guarantees that the County of Orange, CEO/Purchasing will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County of Orange, CEO/Purchasing.

### III. NET PRICER(S)

The Contractor will supply all agencies/departments with an electronic copy of their Net Pricer within one week of agencies/departments placing initial order. Updated copies of Net Pricer will be provided to same, if needed.

### IV. PRINTING & DISTRIBUTION OF MOST RECENT FULL-LINE CATALOG

Contractor(s) will be responsible for issuing copies of their full-line catalog and applicable updates to all requesting participants. The cost of preparation and distribution is to be built into bid. Contractor(s) will not bill County for the printing/distribution of their catalog and will distribute as many copies as is requested by County.

### V. PRODUCTS FAIR

If requested by County, Contractor(s) shall organize and give a day long "products fair" at a specified County site. Products fair will provide the opportunity for Contractors to introduce themselves, new products, pass out samples and distribute copies of their most recent full-line catalogs to agencies/departments.

**VI. TRAINING**

Contractor(s) shall organize and present no-charge training sessions that will aide participants in the selection and ordering of Contract merchandise. Examples include:

- a. Establishing a basic stock program — Learning to order based on refilling basic stock.
- b. Choosing the right products for the job!

Contractor(s) shall also organize and present no-charge training sessions that will educate users on all methods of ordering on an as-needed basis, if requested by agencies/departments. Examples include:

- a. Internet ordering and Account Set-up
- b. Fax and telephone ordering

**VII. USAGE REPORTS**

Quarterly usage reports showing all participants' activity with the Contractor will be required and made available upon request of individual County agency or department. Reports should give the following information in the category or Contract order:

Usage Reports are to be presented in two formats:

- Item, manufacturer, stock number, description, quantity purchased, unit price, percentage of discount, and extended price per quantity ordered.
- Ordering department or participant (using ship/consignee location), item, stock number, description, quantity purchased, unit price, percentage of discount, and extended price per quantity ordered.

Reports may be requested for sort by petty cash, Contract transaction or other methods of purchase.

Reports are due no later than one (1) week from each quarterly date increment of the Contract. Reports are to be forwarded to:

County of Orange  
CEO/Purchasing  
Attn: Denise Locke  
1300 S Grand Ave., Bldg A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434





**Amendment Number One**  
**To Master Contract Number X100000358**  
**With Corporate Express Office Products, Inc.**  
**For Office Supplies**

This Amendment Number One (hereinafter "Amendment") to Contract Number X100000358 is made and entered into on upon execution of all necessary signatures between Corporate Express Office Products, Inc., with a place of business at 16501 Trojan Way, La Mirada, CA 90638-5902 (hereinafter "Contractor") and the County of Orange (hereinafter "County"), a political subdivision of the State of California, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract Number X100000358 (hereinafter referred to as "Original Contract") for Office Supplies, commencing on 2/23/07 and expiring on 2/22/08; and

**WHEREAS**, the County desires to renew the Contract as X200000358 for an additional year, effective 2/23/08 and expiring on 2/22/09;

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. Amend Contract as X200000358 and renew the Contract for an additional year, effective 2/23/08 through and including 2/22/09, unless otherwise terminated by County.
2. Except as amended herein, all terms and conditions, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

\* Signature Page \*

The Parties hereto have executed this Amendment to Contract on the dates shown opposite their respective signatures below.

Corporate Express Office Products, Inc. \*

<u>Michael E. Netter</u>	
Print Name	Title
<u>[Signature]</u>	1.29.08
Signature	Date

Print Name	Title
Signature	Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

County of Orange, a political subdivision of the State of California

<u>DENISE LOCKE</u>	<u>PROCUREMENT CONTRACT SPECIALIST</u>
Print Name	Title
<u>[Signature]</u>	2/11/08
Signature	Date



**Contract Number X100000358**  
**for**  
**Office Supplies**

This Contract for Office Supplies (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between Corporate Express Office Supplies, with a place of business at 16501 Trojan Way, La Mirada, CA 90638-5902 (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), which are sometimes referred to separately as "Party" or collectively referred to as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work; and  
Attachment B – Compensation and Invoicing

**RECITALS**

WHEREAS, Contractor responded to an Invitation for Bids (IFB),” for Office Supplies; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Office Supplies;

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any

misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification and Insurance:**

#### INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

#### INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all Subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

If contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has



knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

FF. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods and services from the Contractor, including Attachment A, Scope of Work, incorporated herein by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and shall be effective for one (1) year and be renewable for four (4) additional one (1) year periods with mutual agreement by both Parties. The County does not have to give reason if it elects not to renew.
3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
4. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

5. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may,

and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **California Sales Tax to Out-of-State Contractors:** Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the state of California in lieu of payment of sales tax to the Contractor.
  8. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
  9. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
  10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
  11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
  13. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
  14. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

15. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
16. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
  - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
17. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
  18. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned DPA must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

19. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
20. **Contractor's Contact Personnel (Solicitation Documents Only):** The Contractor shall provide the names, phone numbers and fax numbers of personnel who will receive orders against this Contract in the solicitation response, either where indicated herein or in the comments field of an electronic bid response.
21. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
22. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
23. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
 CEO/Purchasing  
 Attn: Denise Locke  
 1300 S Grand Ave., Bldg A, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92705-4434

24. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
25. **County Of Orange Child Support Enforcement (Within Ten (10) Days Of Notification Of Selection For Award Of Contract):** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
  - a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the

Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

26. **Delivery – Notification:** The Contractor will notify the County of pending delivery not later than five business days prior to the actual delivery of any goods to be delivered under the terms of this Contract.

27. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required. County is not liable for any additional expense that may be incurred by Contractor in completing delivery(ies).

28. **Disputes - Contract**

a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

- i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or terminate for convenience as stated in Article K herein.

29. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an

emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

30. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

31. **Fiscal Appropriations, Subject To:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
32. **Firm Price Quotes:** Prices quoted herein shall be firm for the period of the Contract.
33. **Flammable Materials:** The Contractor guarantees that representative tests made under the procedure provided in Section 4 of the Federal Flammable Fabrics Acts show that the fabrics contained in the items included in this Contract are not under the provisions of the act and that the items purchased meet all fire regulations and Cal-OSHA requirements.
34. **Forced/Convict/Indentured Labor:** In accordance with Public Contract Code Section 6108, the Contractor warrants that no foreign-made equipment, materials, or supplies furnished to the County pursuant to this Contract are produced in whole or in part by forced, convict or indentured labor.
35. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
36. **Headings Not Controlling:** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

37. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned DPA. If disagreement exists between the Contractor and the County's assigned DPA in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent.
38. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either party more than two years after the cause of the action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment, except where either party, within two years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at anytime prior to the expiration of four years from the time the cause of action arose.
39. **Master Contract – County-Wide Use:** The County agency/department who issued this Contract will be making the terms, conditions and pricing of this Contract available to other County agencies/departments. The County agencies/departments will make the purchases in their own names, will have deliveries made to their facilities, and will be responsible for making and approving payments for routine processing by the County of Orange Auditor-Controller.

The Contractor will be responsible for providing each agency/department a copy of the Contract upon request.

County users who have the same requirements as are included in the existing Contract will issue their own Contract referencing this Contract.

The Contractor is required to maintain a list of the entities that have used this Contract, including a list of the dollar volumes spent, and shall provide this report on a quarterly basis to the originating County entity.

40. **Material Safety Data Sheets (MSDS):** The Contractor is required to provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the MSDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The MSDSs for each substance must be sent to the place of shipment or provision of goods/services and must also be sent to:

County of Orange  
CEO/Risk Management  
Attn: Safety and Loss Prevention Program  
PO Box 327  
Santa Ana, CA 92702

41. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
42. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
43. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the

work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:  
Corporate Express Office Supplies  
Attn: Mark Fennell  
16501 Trojan Way  
La Mirada, CA 90638-5902

For County:  
County of Orange  
CEO/Purchasing  
Attn: Denise Locke  
1300 S Grand Ave., Bldg A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

44. **Order Confirmation by Contractor:** The Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting agency/department contact person prior to order entry/delivery.
45. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to County.
46. **Orders:** The Contractor shall receive written or verbal requests from individual County agencies/departments on an as-needed basis for items on this Contract, subject to the terms, conditions, and pricing listed herein.
47. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
48. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
49. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
50. **Renewable Annually with Concurrence:** This Contract may be renewed on an annual basis with the agreement of both parties. The County does not have to give a reason if it decides not to renew.
51. **Security – Youth Detention Facilities/Sheriff's Facilities:**

Background Checks

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough,



accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need give a reason clearance is denied.

#### Performance Requirements

All Contractor's vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

- a. Give names or addresses to inmates;
- b. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
- c. Disclose the identity of any inmate to anyone outside the facility;
- d. Give any materials to inmates; or
- e. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

- a. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;
- b. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
- c. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

52. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
53. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

54. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled Workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third Party Contractor to provide services as specified in this Contract.

Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or terminate for convenience as stated in Article K herein. Further, the right of the County to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

55. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
56. **Usage Reports – Quarterly:** The Contractor shall submit usage reports on a quarterly basis to the assigned buyer of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department.
57. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
58. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Corporate Express Office Supplies \*

Print Name	<u>RENEETA E LARSON</u>	Title	<u>VPSP</u>
Signature	<u>[Signature]</u>	Date	<u>2/16/07</u>
Print Name	<u>Michael Wetzel</u>	Title	<u>RUPSA</u>
Signature	<u>[Signature]</u>	Date	<u>2/16/07</u>

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: a) Chairman of the Board; b) President; c) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name	<u>DWIGHT TIPPING III</u>	Title	<u>MANAGER, MASTER CONTRACTS</u>
Signature	<u>[Signature]</u>	Date	<u>2/16/07</u>

# ATTACHMENT A

## Scope of Work

### I. BLOCKING - CONTRACT ITEMS

CONTRACTOR AGREES TO BLOCK THE PURCHASE OF ITEMS FROM THE FOLLOWING CATEGORIES OF ITEMS:

- Paper (colored, computer, copier, photo, and printer)
- Communication equipment (i.e. telephones, cell phones, BlackBerrys)
- Computers & Monitors
- Copiers
- Furniture
- Janitorial products
- Miscellaneous kitchen products
- Postage machines, postage scales (that work directly with postage machines), and postage machine supplies

Contractor(s) will be provided specific information as to those items that are to be part of the block. Failure to maintain the integrity of the block may result in the cancellation of the Contract.

The County Purchasing Agent or designee will assume authority to block out additional items or categories of items requested in this bid if the price or terms are not acceptable.

As Contracts for blocked commodities (like items) expire the County Purchasing Agent and designee will examine the possibility of blocking items being released for purchase against this Contract. The determinable factors will be price, availability, quality, terms of acquisition, and any requirement that may exist for competitive bidding.

### II. CONTRACTOR SUPPORT TEAM

This Contract requires ongoing attention and quick response to all problems. The Contractor(s) will provide a support team capable of handling all ordering and related customer service, plus a mechanism to aid the DPA in answering technical questions that may arise regarding product use, content, specifications, etc. The Contractor(s) guarantees that the County of Orange, CEO/Purchasing will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County of Orange, CEO/Purchasing.

### III. NET PRICER(S)

The Contractor will supply all agencies/departments with an electronic copy of their Net Pricer within one week of agencies/departments placing initial order. Updated copies of Net Pricer will be provided to same, if needed.

### IV. PRINTING & DISTRIBUTION OF MOST RECENT FULL-LINE CATALOG

Contractor(s) will be responsible for issuing copies of their full-line catalog and applicable updates to all requesting participants. The cost of preparation and distribution is to be built into bid. Contractor(s) will not bill County for the printing/distribution of their catalog and will distribute as many copies as is requested by County.

### V. PRODUCTS FAIR

If requested by County, Contractor(s) shall organize and give a day long "products fair" at a specified County site. Products fair will provide the opportunity for Contractors to introduce themselves, new products, pass out samples and distribute copies of their most recent full-line catalogs to agencies/departments.

## VI. TRAINING

Contractor(s) shall organize and present no-charge training sessions that will aide participants in the selection and ordering of Contract merchandise. Examples include:

- a. Establishing a basic stock program — Learning to order based on refilling basic stock.
- b. Choosing the right products for the job!

Contractor(s) shall also organize and present no-charge training sessions that will educate users on all methods of ordering on an as-needed basis, if requested by agencies/departments. Examples include:

- a. Internet ordering and Account Set-up
- b. Fax and telephone ordering

## VII. USAGE REPORTS

Quarterly usage reports showing all participants' activity with the Contractor will be required and made available upon request of individual County agency or department. Reports should give the following information in the category or Contract order:

Usage Reports are to be presented in two formats:

- Item, manufacturer, stock number, description, quantity purchased, unit price, percentage of discount, and extended price per quantity ordered.
- Ordering department or participant (using ship/consignee location), item, stock number, description, quantity purchased, unit price, percentage of discount, and extended price per quantity ordered.

Reports may be requested for sort by petty cash, Contract transaction or other methods of purchase.

Reports are due no later than one (1) week from each quarterly date increment of the Contract. Reports are to be forwarded to:

County of Orange  
CEO/Purchasing  
Attn: Denise Locke  
1300 S Grand Ave., Bldg A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

## ATTACHMENT B Compensation and Invoicing

### I. ORDERING, DELIVERY, & INVOICING

#### **Ordering:**

Contractor shall have ability, **PRIOR TO** the time of bid submittal, to accept orders via phone, fax, the Internet and be able to interface with internet based vendor catalog systems such as ARIBA. Internet ordering capability shall be direct from Contractor's website by accessing Contractor's full-line Internet catalog or by interface with internet based vendor catalog systems such as ARIBA. Internet catalog shall have the ability to block all items from purchase listed in Requirement # II above.

Orders will be placed by the individual Contract participants. Billing and shipping will be made directly to the requesting agency/department.

Orders that are shipped to the exact same location (same room within a building, same participant) within the same week may be grouped together for shipping and invoicing purposes UNLESS participant requires that a separate invoice be issued for each order placed.

#### Credit Cards

Participants may, during the period of the Contract, use government commercial credit cards for purchases against this Contract. The establishment of monetary limits, bank, or clearing house arrangements, assignment of account numbers and conditions of use are the responsibility of the Contractor to coordinate with each individuals requesting credit card usage.

The Contractor shall not process a transaction for payment through the credit card clearing house or representative bank until the purchased supplies have been ordered, delivered, and accepted by the requestor. In accordance with this Contract, the return of faulty, defective, or authorized return of products will be credited immediately to the credit card account for which the transaction was accredited.

#### **Delivery:**

**NO MINIMUM DELIVERY REQUIREMENTS.**

All pricing is to be FOB: DESTINATION. No shipping charges will be authorized for payment for merchandise ordered against the Contract(s).

The Contract calls for a set delivery schedule which guarantees once-per week delivery to any location. Delivery is to be "desktop"; one delivery stop per order. The Contract requires the Contractor to assign and notify each location a set delivery day per week, guaranteeing at least once-per-week delivery. There will be no penalty for emergency requests which receive delivery with 24 hours.

There will be some emergency requests that require delivery in one day. Contractor(s) will deliver as requested with no additional charge as long as such requests do not exceed 10% of the total number of orders per ordering agency/department per year. It is the Contractor's responsibility to notify the Buyer if there are problems or abuses in this area.

#### Delivery Locations

There are numerous locations that require delivery throughout the County and each agency/department has established locations for the delivery of office supplies. The successful Contractor(s) will be required to make deliveries throughout Orange County.

The Contract participants will not provide free parking for delivery services and parking fees will not be reimbursed. No parking passes will be issued.

Contractor(s) will not deliver partial orders unless prior approval is obtained from the requesting

agency/participant.

Inside deliveries must be made directly to the customer. No tailgate deliveries will be accepted. Several locations do not have elevators. All delivery tickets must be signed by authorized receiving personnel and a copy left at each location.

Delivery locations may not have a loading/receiving dock. Contractor(s) are required to make all necessary arrangements for lift trucks or other means necessary to complete delivery of the Contract items. Inside delivery to secure facilities may be required.

In some participant locations there may be occasions when there is no one present to sign for orders. In these situations, a "Notice of Attempted Delivery" must be left at the location. Supplies shall be delivered the following scheduled delivery day.

Contractor(s) must guarantee 94% of all deliveries to be within one week of their order, with the balance being delivered in not more than three weeks. Failure to deliver the exact items ordered in the above time frames may result in cancellation of the Contract.

### **Invoicing:**

#### ***Payment Terms – Payment in Arrears:***

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

#### ***Payment– Invoicing Instructions:***

The Contractor will provide a two-part invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1, above
- c. Name of County agency/department
- d. Delivery/service address (a.k.a. "Ship To" address)
- e. The name and phone number of the person who placed the order
- f. Contract or Purchase Order (PC) number
- g. Price Agreement Order Number (PG Number), if applicable
- h. Date of order
- i. Product/service description, quantity, and prices
- j. Percentage of discount applied per unit or line item
- k. Sales tax, if applicable
- l. Total
- m. Taxpayer I.D.

NOTE: Contractor(s) are required to include their Taxpayer I.D. number on all invoices submitted to the participants for payment. This will ensure compliance with the IRS requirements and expedite payment processing.

Upon receipt of an invoice, the requestor will verify and forward to the financial section for payment. A duplicate copy is kept for user's records. In the event of a lost or misdirected invoice, the Contractor will re-issue the invoice, at no additional charge, and the requestor will certify it as original.

**Electronic Billing and Invoicing:**

Contractor must have the capability to bill and invoice electronically. Should the County choose to switch over to electronic billing and invoicing, Contractor will be responsible for all expenses incurred by the Contractor to switch over.

**II. REBATES**

E-Commerce:

- If County uses Contractor's electronic ordering systems for at least (list % below) % of the total transactions, County will receive a reimbursement equal to (list % below) % of the payments received from total net sales volume.

80 % of Total Transactions                      1.0 % of Payments Received from Total Net Sales Volume

Volume:

- If County purchases over \$ (list \$ range below) from Vendor in one year, County will receive reimbursement equal to (list % below) % of the payments received from total net sales volume. The rebate structure is as follows:

<u>Annual Purchases</u>	<u>Rebate</u>
<u>\$ 1M - 2.5M</u>	<u>2.0</u> % of payments received from total net sales
<u>\$ &gt;2.5M</u>	<u>3.0</u> % of payments received from total net sales

Rebate payment guidelines:

**Corporate Express' rebates are disbursed quarterly. Corporate Express' rebate payments are credited to customers' accounts or disbursed via check.**



**ATTACHMENT B**  
**Compensation and Invoicing**  
**PERCENT DISCOUNTS**

Commodity Categories	Column A % Discount	Column B Special Private Label % Discount (attach separate sheet if necessary)	Column C Special Manufacturer % Discount (attach separate sheet if necessary)
<b>AV Supplies &amp; Equipment</b>			
• Art & Drafting Supplies	66	71	
• Audiovisual Equipment & Accessories	63	68	
• Business Presentation Tools & Supplies	65	70	
• Message Boards, Signs, & Lettering	63	68	
• Teaching Aides & Equipment	67	72	
• Wall Boards: Dry-Erase, Chalk, Etc.	55	60	
<b>Basic Supplies &amp; Labels</b>			
• Adhesives & Tape Dispensers	63	68	
• Cash Boxes, Coin Handling, & Key Control	63	68	
• Clips, Pushpins, Fasteners, & Rubber Bands	63	68	
• Correction Fluid & Tape	63	68	
• Labels	55	60	
• Message Pads, Memo Books, & Self-Stick Notes	67	72	
• Paper Punches, Rulers, Scissors, & Trimmers	67	72	
• Safes & Security	70	75	
• Stamps & Stamp Pads	65	70	
• Staplers & Accessories	53	58	
• Tags, Tickets, & Event Supplies	72	77	
<b>Binders &amp; Accessories</b>			
• Binders	65	70	
• Binder Accessories	65	70	
• Indexes, Tabs, & Dividers	55	60	
• Sheet Protectors	57	62	
<b>Business Cases</b>			
• Attaches & Portfolios	55	60	
• Backpacks, Duffle Bags, & Lunch Bags	76	81	
• Card Cases	76	81	
• Multi-Use Cases	76	81	
• Padfolios	76	81	
• Travel Accessories	76	81	
<b>Calendars &amp; Planners</b>			

<b>Commodity Categories</b>	<b>Column A % Discount</b>	<b>Column B Special Private Label % Discount (attach separate sheet if necessary)</b>	<b>Column C Special Manufacturer % Discount (attach separate sheet if necessary)</b>
• Appointment Books, Planners, & Planners Refills	61	66	
• Calendars & Wall Planners	61	66	
• Organizer Books, Refills, & Accessories	61	66	
• Telephone & Address Books	65	70	
<b>Cameras &amp; Imaging</b>			
• Camcorders	50	55	
• Camera & Camcorder Batteries	50	55	
• Camera Chargers & Accessories	50	55	
• Digital Cameras	58	63	
• Disposable & One-Time-Use Cameras	58	63	
• Memory Cards & Portable Storage	58	63	
• PC Internet Cameras	58	63	
• Security Cameras	58	63	
<b>Carts &amp; Stands</b>			
• Kitchen Carts & Stands	70	75	
• Utility & Book Carts	63	68	
<b>Chairmats &amp; Floor Mats</b>			
• Chairmats & Floor Mats	63	68	
<b>Computer Upgrades &amp; Add-Ons</b>			
• Computer Parts and Accessories	10	15	
• Keyboards & Mice	40	45	Logitech 10% Microsoft 10%
<b>Custom Printing</b>			
• Custom Stamps	75	80	
• Engraved Products	58	63	
<b>Desk Accessories</b>			
• Desktop Collections	48	53	
• Organizers & Desk Accessories	59	64	
<b>Educational Supplies</b>			
• Academic Calendars & Planners	61	66	
• Arts & Crafts Materials	71	76	
• Chalk, Erasers, & Cleaners	63	68	
• Computer Media	40	45	
• Crayons & Paint	69	74	
• Drafting Supplies	69	74	
• Educational Software	69	74	
• First Aid & Personal Care	69	74	
• Locker Accessories	69	74	
• Reference Books	67	72	
<b>Electronics</b>			

Commodity Categories	Column A % Discount	Column B Special Private Label % Discount (attach separate sheet if necessary)	Column C Special Manufacturer % Discount (attach separate sheet if necessary)
• Global Positioning System (GPS) Receivers	59	64	
• Handheld PCs, PDAs, Electronic Organizers, & Accessories	59	64	
• MP3 Players & Accessories	59	64	
• Recorders, Transcribers, and Audio Tapes	50	55	
• TVs	50	55	
<b>Executive Gifts</b>			
• Desk Gifts	59	64	
• Entertainment Gifts	59	64	
• Fine Writing Instruments	51	56	
• Handheld Electronic Gifts	49	54	
• Tool Gift Sets	68	73	
<b>Filing &amp; Storage</b>			
• Classification Folders	59	64	
• End-Tab Filing	59	64	
• Expanding Files	59	64	
• File Folder Frames & Sorters	59	64	
• File Folder Guides	59	64	
• File Folders	59	64	
• File Jackets	59	64	
• Hanging File Folders	63	68	
• Index Cards, Files, & Accessories	63	68	
• Poly Filing	67	72	
• Reference Systems & Catalog Racks	63	68	
• Report Covers & Portfolios	65	70	
• Shelf Saving Storage	65	70	
• Storage: Files, Boxes, & More	58	63	
<b>Ink, Toner, &amp; Ribbons</b>			
• Fax Machine Toner Cartridges & Drums	25	30	Brother 35% Panasonic 30% Xerox 26%
• Inkjet Cartridges & Supplies	20	25	Epson 27% HP 24% Lexmark 22% Xerox 24%
• Laser Toner Cartridges & Supplies	25	30	Clarity 45% HP 36% Kyocera 10% Lexmark 30% Panasonic 10% Smartoner 50%

Commodity Categories	Column A % Discount	Column B Special Private Label % Discount (attach separate sheet if necessary)	Column C Special Manufacturer % Discount (attach separate sheet if necessary)
			Xerox 26%
• Printer Ribbons	50	55	Curtis Young 60%
• Thermal Printer Supplies	40	45	
<b>Lamps &amp; Light Bulbs</b>			
• Lamps & Light Bulbs	(see below)		
<b>Mailroom Supplies</b>			
• Boxes & Mailers	53	58	
• Carts & Hand Trucks	63	68	
• Literature Organizers	55	60	
• Packing Materials	63	68	
• Postal Scales (excluding Pitney Bowes products)	67	72	
• Sealing Materials	67	72	
• Shipping & Misc. Tags	64	69	
• Utility Knives, Cutters, & Blades	67	72	
<b>Memory, Storage, &amp; Media</b>			
• Back Up Data Cartridges	40	45	Fuji 50% HP 45% Maxell 50%
• CD & DVD Drives	40	45	
• CD & DVD Media	40	45	Fuji 50% Imation 50% Maxell 50% Verbatim 50%
• Data Storage & Memory Upgrades	40	45	
• Diskettes, Zip, and Jaz	45	50	
• Media Storage	50	55	
<b>Misc. Office Supplies &amp; Equipment</b>			
• Air Fresheners	64	69	
• General Office Cleaners	56	61	
• Glass Cleaners	56	61	
• Trash Cans	67	72	
• Vacuums	67	72	
• Breakroom Appliances	67	72	
• Floor Mats	67	72	
• Safety Products	67	72	
• Time Clocks	63	68	
• Facial Tissue	65	70	
• Wipes & Towelettes	59	64	
• Air Conditioners & Fans	64	69	
• Air Purifiers	64	69	
• Batteries	55	60	

<b>Commodity Categories</b>	<b>Column A % Discount</b>	<b>Column B Special Private Label % Discount (attach separate sheet if necessary)</b>	<b>Column C Special Manufacturer % Discount (attach separate sheet if necessary)</b>
• Extension Cords	55	60	
• Heaters	65	70	
• Key Control	62	67	
• Ladders & Step Stools	62	67	
• Light Bulbs	65	70	
• Tools	63	68	
<b>Networking</b>			
• Modems	20	25	
• VoIP	20	25	
• Wired & Wireless Networking	20	25	
<b>Office Furnishings</b>			
• Alarm Clocks & Clock Radios	63	68	
• Backrests	49	54	
• Bookends	51	56	
• Document, Certificate, & Picture Frames	59	64	
• Doorstops	67	72	
• Footrests	52	57	
• Furniture Movers & Casters	63	68	
• Globes	49	54	
• Hooks, Racks, & Hangers	65	70	
• Literature Holders	59	64	
• Photo & Slide Storage	65	70	
• Suggestion Boxes	65	70	
• Wall & Desk Clocks	63	68	
• Wire Organizer Systems	61	66	
<b>Office Machines</b>			
• Binding Equipment & Supplies	59	64	
• Calculators & Supplies	59	64	
• Cash Registers & Supplies	63	68	
• Labeling Systems & Tapes	59	64	
• Laminating Machines & Supplies	59	64	
• Magnifiers	59	64	
• Paper Folding Machines	63	68	
• Pricing Systems & Supplies	63	68	
• Time Clocks & Supplies	63	68	
• Typewriters & Supplies	64	69	
<b>Organizers &amp; Desk Accessories</b>			
• Desk Pads & Plotters	63	68	
• Desk Trays	54	59	
• Desktop & Drawer Organizers	54	59	
• Desktop Sorters	54	59	

<b>Commodity Categories</b>	<b>Column A % Discount</b>	<b>Column B Special Private Label % Discount (attach separate sheet if necessary)</b>	<b>Column C Special Manufacturer % Discount (attach separate sheet if necessary)</b>
• Hanging Wall Files	54	59	
• Misc. Desktop Accessories	54	59	
• Partition Accessories	54	59	
• Surface Protectors	65	70	
<b>Paper, Forms, Envelopes</b>			
• Business Forms	63	68	
• Card Products	63	68	
• Certificates, Document Covers, & Seals	51	56	
• Envelopes	56	61	
• Paper (excluding blocked items)	53	58	
• Recordkeeping	76	81	
• Tax Forms & Envelopes	76	81	
• Writing Pads, Notebooks, and Clipboards	55	60	
<b>Pens, Pencils, &amp; Markers</b>			
• Erasers	59	64	
• Markers & Highlighters	58	63	
• Pencil Sharpeners	59	64	
• Pencils	58	63	
• Pens	51	56	
<b>Printers, Scanners, &amp; Faxes</b>			
• Business Card Scanners	10	15	
• Dot Matrix, Inkjet, Laser, & Photo Printers	15	20	
• Fax Machines	15	20	
• Multi-Function Machines	15	20	
• Scanners	15	20	
<b>Projectors</b>			
• DVD, Multimedia, & Overhead Projectors	61	66	
• Projector Replacement Lamps & Bulbs	63	68	
<b>Promotional Products</b>			
• Promotional Products	76	81	
<b>Shredders &amp; Supplies</b>			
• Shredders & Supplies	55	60	
<b>Software, Books, &amp; Games</b>			
• Books	67	72	
• Maps & Atlases	43	48	
• Software	10	15	
<b>Surge &amp; Power Protection</b>			
• Cables, Adapters, & Switches	40	45	
• Cord Organizers	40	45	

	Column A	Column B	Column C
Commodity Categories	% Discount	Special Private Label % Discount (attach separate sheet if necessary)	Special Manufacturer % Discount (attach separate sheet if necessary)
• Power Strips, Surge Protectors, & UPS	40	45	
<b>Technology Accessories</b>			
• Desktop Monitor Stands & Monitor Arms	65	70	
• Document & Book Holders	56	61	
• Monitor Glare & Privacy Filters	56	61	
• Mouse Pads & Wrist Rests	56	61	
• Notebook Computer Adapters & Chargers	15	20	
• Notebook Computer Batteries	15	20	
• Notebook Computer Cases	40	45	
• Printer Accessories	10	15	
• Security, Tools, & Cleaning	40	45	
• Speakers, Headsets, Etc.	30	35	
• Video & Sound Cards	20	25	
<b>ALL OTHER OFFICE PRODUCTS</b>			
• ALL OTHER OFFICE PRODUCTS	45	50	