

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: OFFICE SUPPLIES

CONTRACT No.: RS900707

EFFECTIVE DATES: 09/01/06 to 06/30/09
Renewal Through 03/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900707 that opened on 05/17/06. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Walter Schneider
walter.schneider@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

HQ:wes

Signed: _____
Hugh Quill, Director Date

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***CONTRACT MUTUAL RENEWAL AMENDMENT # 14 AUGUST 1, 2009

Effective with the publication of amendment 13 to this contract on August 1, 2009, this contract has been mutually renewed with Contractor OfficeMax, Inc. only. A mutual renewal was not established with previous contractor Office Depot, Inc. Effective August 1, 2009, State Agencies, State Institutions of Higher Education and members in good standing of DAS Cooperative Purchasing Program may only make purchases under this contract from OfficeMax, Inc.

*** Changed per amendment # 14 effective 08/01/09

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

QUESTIONS AND ANSWERS: Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of State Purchasing through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

****ORDER PLACEMENT:** Effective April 17, 2009 all state of Ohio agency orders will be placed only via the contractors' electronic online web-based catalogs. State of Ohio agencies will no longer place orders for supplies covered by this contract by phone, FAX, mail or other means. The period between April 17, 2009 and April 30, 2009 is a transition period during which state of Ohio agencies who do not have access to the contractors' electronic online web-based ordering catalogs must work with each contractor to obtain access, sign on and passwords to the contractors' electronic online web-based catalogs. Effective May 1, 2009 contractors will no longer accept orders from state of Ohio agencies via phone, FAX, or other means. This clause applies for state of Ohio agencies only. This clause does not apply for orders placed by or for state of Ohio boards, commissions, deputy registrar locations or for DAS Cooperative Purchasing Program Members.

****PAYMENT:** Effective April 17, 2009 all orders for materials and supplies subject to this contract shall be paid for by state of Ohio Purchasing Card (P-Card) or Electronic Funds Transfer. The period April 17, 2009 through April 30, 2009 is a transition period during which state of Ohio agencies will use to obtain state of Ohio P-Card access or work with the contractors to establish the Electronic Funds Transfer (EFT) payment process. On and after May 1, 2009 all orders placed by state of Ohio agencies will be paid by state of Ohio Purchasing Card (P-Card) or Electronic Funds Transfer (EFT). This clause applies for state of Ohio agencies only. This clause does not apply for state of Ohio boards, commissions, deputy registrar locations or for DAS Cooperative Purchasing Program Members.

****DELIVERY AND ACCEPTANCE:** Orders may be placed at any time using the contractors' electronic online web-based catalogs. Effective with orders placed on Monday April 20, 2009, Monday, Wednesday and Friday are designated "Scheduled Delivery Days" for all orders subject to this contract. Orders received by 4:00 PM Monday through Friday, will be delivered to the participating agency on the next Scheduled Delivery Day after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. If the next Scheduled Delivery Day after receipt of order falls on a state holiday, the order will be delivered on the next Scheduled Delivery Day after said state holiday. Orders placed via the contractor's electronic, online web-based catalogs after business hours (after 4:00 PM or on weekends or holidays) will be delivered as if they were ordered by 4:00 PM on the next business day. As an exception to the scheduled delivery days listed above, the contractors will provide emergency, next day delivery for orders placed against this contract on an order-by-order basis at the request of the person or entity placing the order. To qualify for next day emergency delivery, orders must be placed by 4:00 PM for delivery the next business day. Next day emergency delivery service must be requested for each instance it is required. Contractors will not honor requests for blanket next day emergency delivery service. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. The above applies only for orders placed by state of Ohio agencies. Orders placed by or for state of Ohio boards, commissions, deputy registrar locations and DAS Cooperative Purchasing program members will be delivered the next business day if placed before 4:00 PM.

****EMERGENCY (NEXT DAY) ORDER DELIVERY PROCEDURES:** Pursuant to the terms set forth in the Delivery and Acceptance clause above, individual orders from state of Ohio agencies requesting next day, emergency delivery service will be handled as follows. The order must be placed prior to 4:00 PM. The agency purchasing representative placing the order on the contractor's electronic online web-based order catalog must make note of the web order number. For contractor OfficeMax, Inc. this may be the "Web Tracking Number" or the "order invoice number". For contractor Office Depot this may be web order number. The agency purchasing representative must notify the contractor customer service representative listed below by email of the web order number, web tracking number or order invoice number as appropriate and request that the order be delivered next day. This email notification must occur prior to 4:00 PM on the date the order is placed. Below are contact email addresses for each contractor:

** Changed per amendment #12 effective 04/17/09

***EMERGENCY (NEXT DAY) ORDER DELIVERY PROCEDURES (continued):

OfficeMax, Inc., Ginger Luzio

gingerluzio@officemax.com

Orders which are requested for emergency, next day delivery will be subject to a three dollar and ninety-five cent (\$ 3.95) surcharge which will be added to the contractor's invoice for the order. This clause applies for state of Ohio agencies only. This clause does not apply for state of Ohio boards, commissions, deputy registrar locations or for DAS Cooperative Purchasing Program Members.

**CONTRACTORS SUGGESTION OF SUBSTANTIALLY SIMILAR LOWER COST ITEMS: Effective April 17, 2009 for orders placed by all persons using this contract and ordering by the contractors' electronic online web-based catalog, contractors party to the contract shall on their electronic online web-based catalogs provide purchasers the option to purchase lower cost items which are substantially similar to the item or items the purchaser has selected. A substantially similar item is defined as an item which meets the same form, fit and function and which has the same or similar specifications, packaging and/or unit of measure as the item ordered by the purchaser but which has a lower sales price or cost to the ordering agency. State of Ohio purchasers will be informed by online message that a substantially similar item exists at a better price point than the item they have selected, given the description and pricing information on the substantially similar item and provided the option to purchase the substantially similar item in lieu of the item initially selected.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The State's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

This is a Mandatory Multiple Award Contract (MAC). Mandatory MAC contracts require all state agencies that purchase these supplies (other than those excluded elsewhere in this contract) to purchase from this contract from one of the contractors. The State offers no assurance of minimum quantities to any single MAC contractor.

PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS (CRP): Certain supplies listed in this bid (Price Schedule II) are provided by CRP's that employ Ohioans with work-limiting disabilities. These supplies, as well as other products and services, are available to all state agencies through the State Use Program/Office of Procurement from Community Rehabilitation Programs (OPCRP) (established in Ohio Revised Code Sections 4115.31 through 4115.35 and 125.60 through 125.6012) or their agents. It is the intent of the Department of Administrative Service (DAS) to include in this contract a number of State Use Program/OPCRP supplies. Once a contract is awarded, state agencies will purchase these supplies from the contract. Contractors are required to distribute these supplies and must establish a supplier/distributor relationship with each CRP or its agent. Contractors are prohibited from offering products from other sources, which are substantially similar to products offered by the Community Rehabilitation Programs or their agents. Each bidder shall contact the State Use Program/OPCRP Manager at (614) 752-9772 to obtain more information about the State Use Program/OPCRP and about becoming a distributor. It is the bidder's responsibility to obtain the latest pricing for items included in Schedule II.

PROCUREMENT FROM OPI, OSS, OPCRP, AND RSC/BE: (State Agencies Only) In accordance with the Ohio Revised Code Sections 5147.07; 5119.16; 4115.31 through 4115.36 and 125.60 through 125.6012; and 3304.28 through 3304.33 state agencies are required to purchase certain items through Ohio Penal Industries (OPI); Department of Mental Health (DMH) Office of Support Services (Central Warehouse and Pharmacy Services); State Use Program/Office of Procurement from Community Rehabilitation Programs (OPCRP) or their agents; and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, DMH Central Warehouse or Pharmacy Services, OPCRP, and/or RSC to procure items that are available from these sources, from this contract. [The Contractor, holding this contract, will obtain the items that are available from OPCRP and will furnish them to ordering locations during the term of this contract. No waiver for OPCRP items will be allowed.]

** Changed per amendment #12 effective 04/17/09

*** Changed per amendment # 14 effective 08/01/09

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point, or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

PRODUCT SAMPLES: The Bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

** Changed per amendment #12 effective 04/17/09

CERTIFICATION/AUTHORIZATION: Bidders who are not a fulfillment house must provide a letter of authorization on company letterhead signed by a duly authorized representative stating that the Bidder is authorized to represent the company indicated as the fulfillment house. The letter must also guarantee that the fulfillment house (company) will support all bid requirements, terms and conditions as stated in the bid document. Failure to supply this letter with the bid response may deem the Bidder not responsive. The fulfillment house must also be indicated in the Disclosure of Subcontractors/Joint Ventures on page forty (40) of this contract. [Previously found on page thirty six (36) of the ITB.]

DOCUMENTATION:

Bidders shall provide, with the bid response, the following documents:

A. Net Pricer

Bidder must supply a catalog and net price listing [Net Pricer]. For purposes of bid response only, the following shall apply: Bidders shall submit with their bid response one (1) Net Pricer of approximately eight thousand (8,000) items common to the office supplies industry, in the form of a CD-Rom showing the net price to the state of Ohio of all items offered from their catalog. The CD-Rom Net Pricer shall show the columns noted below. The CD-Rom must have search capabilities by any criteria provided. The label of the CD-Rom "Net Pricer" list shall show sufficient information to identify the Net Pricer as being used by the state of Ohio, only. The effective date of the net price list and the name of the Bidder shall be shown on the front label. The items shall be listed in the same product code sequence as catalog products. Commercial or industry Net Pricer's are not acceptable. Only those items included in the net pricer shall be made a part of the award. In addition, a printed copy of the information contained in the CD-Rom must be provided with the bid response. The CD-Rom and the printed copy of the Net Pricer must show at a minimum:

1. Manufacturer item number
2. Manufacturer brand name
3. Bidder item number
4. Bidder merchandise class identifier
5. Unit of measure code for offered price (code key must be footnoted)
6. Catalog "list" price (published list)
7. Percent (%) discount (or premium) [Multiplier] off list price that this price represents
8. Net price as offered on this bid
9. Description
10. Catalog page number where this item is found in the quoted catalog

The Net Pricer must be supplied as an Excel spreadsheet [and as a PDF document], in column sequence as described above and formatted as text except for columns for catalog list price and net price. Prices will be formatted using the dollar symbol (\$) and including 3 decimal places. Any number after the third decimal place will be cut, and not rounded. The percentage discount or premium shall include the percentage sign (%) and may include no more than one (1) decimal place. Negative numbers signify a discount off list price and positive numbers signify a premium above list price. [As an example, a discount of twenty point five percent off list will be shown as (" -20.5%"). A premium of five point one percent over list will be shown as (" +5.1%.")

Once you net price an item in a merchandise class, the same discount or premium used to determine the net price shall be applicable to every other item in that merchandise class. The multiplier, whether a discount off list or a premium in addition to list price, must be the same across all items in the same merchandise class.

Net Pricer shall not include those items on the exclusion list shown in Price Schedule II or referenced in Article VI Section A.1 of the specifications.

** Changed 04/17/09 per amendment #12

DOCUMENTATION, CONT'D:

Specify the number of merchandise classes that you are using. Furnish a printed list of all merchandise classes with the applicable discount off list or adder to base. Include the information in an Excel spreadsheet and as a PDF document, both on the CD Rom.

Bidder must supply the Net Pricer as follows:

1. As a printed listing
2. As an Excel spreadsheet
3. As a PDF document

Bidder must supply the list of Merchandise Classes including the applicable discount off or premium added to list as follows:

1. As a printed listing
2. As an Excel spreadsheet
3. As a PDF document

The Excel spreadsheets and the PDF documents will be furnished on a CD-ROM. The Net Pricer and the CD-ROM must be titled with Bidder Name and this bid number. Show the Bidder's Name on each page of the printed listing. Where differences exist between the pricing on the printed listing, the Excel spreadsheet and the PDF document, the printed listing shall be considered the official price.

B. Schedule I

Schedule I items are extracted from the Net Pricer schedule, referenced above.

1. Bidder must supply a pricing offer excerpt from the Net Pricer described above. This excerpt is documented as Price Schedule I. Furnish the priced up Schedule I (complete listing of Schedule I is on pages 14-23 of this bid document) in printed, Excel spreadsheet, and PDF document formats. Include all the Top Usage Items listed on Price Schedule I. These Top Usage Items represent the items for which state agencies spend the greatest amount per line in a years time ([Click here for usage report](#)). Pricing provided in Schedule I will be included in the bid evaluation. ([Click here for the Schedule I report in Excel format.](#)) Include the priced up Schedule I Excel spreadsheet on the CD-Rom required in Section A.
2. Note that the manufacturers of these high use items are National Name-brands. The Manufacturer number and typical unit of measure are given. National brand is defined as a product that is readily available from one of the major wholesalers of office supplies [US Stationers and SP Richards] and offered to office supply retailers who are bidding on this ITB.
3. Substitution is discouraged. You may only offer a substitute item for one or more of these Top Usage Items if, and only if, you do not normally provide this specific brand of item and you can demonstrate to the satisfaction of the State Purchasing Administrator that your substitute item is of equivalent quality, and matches form, fit and function. If a substitution is offered, all of the catalogs provided with your bid response will be reviewed to determine if these "national brand" items are included. For each substituted item, submit a manufacturer's [not your] specification sheet covering the item. Label each document with the line number from Schedule I, as well as the catalog page number where the item is found. A bidder's failure to offer a product brand, as specified, that is later determined to be a part of that bidder's catalog may deem that bidder's bid not responsive.
4. In the event that a substitution is offered, Price Schedule I must be modified to add the following columns:
 - a. Substitute brand name
 - b. Substitute part number
 - c. Page in your catalog where the substitute is described
5. In addition, if a substitution of unit of measure is offered, you must convert the offered unit of measure/quantity to the stated quantity/unit of measure shown in the Price Schedule I. You must bid each item using the standard package and unit of measure shown in the Price Schedule I.

DOCUMENTATION, CONT'D:

Example: If item one is a package of twelve (12) Smead file folders and you do not stock or supply Smead file folders but instead stock an Esselte file folder normally packaged in a pack of ten (10), indicate your offered substitution in the appropriate columns of Price Schedule I, and indicate your price for your offered package of pack of ten (10) as well as the equivalent price for twelve (12) folders. If your price for ten (10) folders is \$1.00 per pack, then your price in the evaluated price column should be \$1.20. The estimated use quantity shown in Price Schedule I will be multiplied times the offered price in the evaluated price column and the total for the extended prices of these high use items.

If a Contractor/Bidder "normally markets" other than the national brand specified, and if they offer a substitute for the national brand specified in the ITB/Contract, the offered item must meet or exceed the specifications and/or performance of the national brand, as determined by the state of Ohio, DAS. If the state of Ohio, DAS determines that it does not meet or exceed the national brand specification at any time during the life of the contract, the Contractor may be required to replace the non-conforming item(s) with the originally specified national brand item at the contract quoted price. Acceptance of these products is subject to the Supplemental Contract Terms and Conditions, Article S-18.

C. Schedule II

1. Price Schedule II lists those items which the contractors must purchase, stock as required, and distribute.
2. Failure to bid every item on this Price Schedule II list may cause your bid to be deemed non-responsive.
3. All items on this Price Schedule II list will be included for the purpose of bid evaluation.
4. A quantity of one (1) will be used, for evaluation purposes, whenever an estimated usage of unknown quantity is shown.
5. Bidders may choose to use step pricing based on quantities ordered at one time, or apply a consistent price regardless of quantities ordered.
6. The estimated usage from Schedule II will be multiplied times the bid price per unit and the resulting line total will be added to all other items in Schedule II to determine the total price for Schedule II.
7. Furnish the priced up Schedule II in printed, Excel spreadsheet and PDF document formats. Include the Excel spreadsheet on the CD-Rom. Quote using the unit of measure furnished with this ITB.

D. Random Item List

1. The State will choose a total of approximately fifteen to twenty (15 - 20) items. These items will be selected from various merchandise classes.
2. The State will incorporate historic usage when determining the value per line per bidder.
3. The estimated usage for the list of randomly selected items will be multiplied times the bid price per unit [per the Net Pricer] and the resulting line total will be added to all other Randomly Selected items to determine the total price for the Randomly Selected items. This is part of the evaluation.

E. Electronic Catalog

1. An electronic catalog (on-line, web based) shall be the primary ordering, pricing and sourcing media.
2. The awarded contractor shall have and make available to the state of Ohio an electronic catalog accessible only to state of Ohio employees and other authorized users complete with state of Ohio pricing.
3. The electronic catalog shall follow the same format as the CD-Rom provided with bid response (as outlined above). Additionally, the electronic catalog shall have instructions on use, order placement, and assistance.
4. CRP product pricing and other related information shall be made a part of the electronic catalog.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will determine the low lot total for each section (Schedule I, Schedule II and Randomly Selected Item List) by multiplying the estimated annual usage for each item, by the price bid. All lines within a section are then summed to arrive at a low lot total for the section.

After a low lot total has been determined for each section (Schedule I, Schedule II, and Random Item List) a weighted factor shall be applied, as follows:

EVALUATION, CONT'D

- A. The lot total of Schedule I will be multiplied by a factor of two (2).
- B. The lot total of Schedule II will be multiplied by a factor of one (1).
- C. The lot total of the Randomly Selected Items will be multiplied by a factor of five (5).

The weighted lot totals for Schedules I, II and the Randomly Selected Items will be added together to determine the Total Bid Amount. Award will be made based on the lowest responsive and responsible bidders.

The prices and the discounts in the Net Pricer, must be the same as those in Schedule I.

For each specific item, the pricing shown on the Net Pricer, in the Catalog (net of the discount) and in Schedule I [if applicable] must be the same.

CONTRACT AWARD: Contracts will be awarded to two (2) lowest responsive and responsible bidders by low Total Bid Amount. Failure to bid all items may result in the bidder being deemed not responsive.

FIXED-PRICE WITH COST ADJUSTMENT: The contract prices(s) will remain firm for a minimum of six (6) months following the award of the contract. In the event that one or more of the contractors revises prices by publishing and implementing a new catalog and price list, the other contractor(s) may request price adjustment. One copy of the new catalog, along with a resubmittal of the net priced Schedule I items [in printed and as an Excel file and a PDF document on a CD] and the Net Pricer (printed and on the CD) must accompany the contractor's letter requesting price adjustment .

Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt of notice to and acceptance of revised pricing by the Office of State Purchasing. Once prices have been received, reviewed, approved and accepted, state agencies may obtain the new catalog and/or price list from the Contractor. Awarded contractor(s) shall be limited to one new catalog and/or price list per contract year. Revised pricing shall affect orders issued on or after the date the revised price schedule has been accepted. Catalog and price revisions are limited to one (1) per contract year, defined as the twelve (12) month period from initial contract issue and subsequent twelve (12) month periods.

The merchandise class discount schedule implemented at the onset of the contract remains firm for the duration of the contract. No items are to be reassigned from one merchandise class to another without prior written [not e-mail] approval of the Office of State Purchasing.

At no time may the list price (which serves as the base price in conjunction with the discount established in the Net Pricer of the bid) to the state of Ohio exceed the list price in any catalog available to the general public or to any customer of the Contractor similarly situated to the state of Ohio. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy of each contract, as applicable.

PROHIBITED ITEMS: Only those items as defined in the Scope Section of this bid shall be considered to be a part of this bid/contract. No additional items shall be sold to any ordering agency as a part of this bid/contract except as stated herein.

COOPERATIVE PURCHASING CONTRACT. This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE. The Contractor must pay the DAS a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to the Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

DAS desires to establish a contract for general office supplies for use by state agencies and properly registered cooperative purchasing members pursuant to the Cooperative Purchasing Act. Toner and related components have been removed from this Invitation to Bid. DAS desires to utilize a web based electronic catalog concept for procurement of such supplies. The awarded contractor will be required to provide next business day delivery for all items to any state agency or Cooperative Purchasing Program member within the state of Ohio. The term of the contract will be for three (3) years with an option for renewal up to an additional twenty four (24) months. When we consider Office Supplies in addition to Toner, the state of Ohio had expenditures of \$8,404,787.00 for fiscal year 2005 and \$6,964,399.00 for fiscal year 2004. Fiscal Year 2006 (through February, 2006) is \$4,847,689.00. These dollar amounts do not include Cooperative Purchasing Program member expenditures. We anticipate that approximately 20 to 35% of the total expenditures were for Office Supplies, with the balance being Toner, included in a separate ITB. See page 5 for the doc link to the usage report. You may use the information to extract particulars concerning Office Supplies items.

II. BACKGROUND

The awarded contractors should anticipate large volumes of purchase orders, procurement card purchases and telephone inquiries regarding order status and miscellaneous request for service. When we consider both Toner and Office Supply requirements, telephone calls average fifty (50) to one hundred (100) per day, internet orders average fifty (50) to seventy-five (75) per day, orders received by fax average thirty (30) to fifty (50) per day, and orders received by U. S. Postal Service average five (5) per day. It is estimated that up to eighty (80) percent of all orders received from state agencies will be Ohio Payment Card orders using the state issued procurement (credit) card.

III. GENERAL REQUIREMENTS

- A. The awarded contractor shall have the capability of accepting purchase orders by facsimile, phone, electronic submission (EDI), and by written purchase order. The awarded contractors shall also have the capability of accepting procurement card orders. Additionally, each bidder shall comply with electronic data requirements as required on page ten (10) Article S-16, Supplemental Contract Terms And Conditions. Each bidder is requested to include with their bid submission sample order forms and formats relating to each ordering method. If not submitted with the Bidder's response, copies of the sample order forms and formats, shall be filed with the Office of State Purchasing within seven (7) calendar days after notification. Failure to submit the requested forms within the time period may result in the bidder being deemed non-responsive.
- B. The awarded contractor shall supply CD-Rom catalog(s) and Net Pricer List (Net Pricer) on a CD Rom, showing the state of Ohio net pricing. This information will be made available to all state agencies and to participating cooperative purchasing members, as requested, at no additional cost to the state of Ohio. See Documentation, Net Pricer, Bid Pages 4 – 5, for formatting requirements.
- C. Prior to the award of any contract, DAS reserves the right to request adequate assurance from the bidder that they have sufficient facilities and personnel to respond in a timely manner to the state anticipated ordering volume. Verification shall include, but is not limited to on-site visits for the purpose of evaluating bidder's facilities.
- D. The awarded contractor shall maintain a monthly overall average fill rate of 98%. Items that are back-ordered, partially filled or reordered are not to be considered filled line items for purposes of determining fill rate level. Awarded contractor shall inform ordering agencies of availability of non-filled and partial orders. The total number of orders received and fill rate shall be included as apart of the usage report for the reporting period.
- E. The awarded contractors shall respond to customer inquiries within one business day after receipt of contact.
- F. The awarded contractors shall ensure next business day delivery for orders placed by 4:00 PM.

IV. OTHER REQUIREMENTS

PAYMENT CARDS: No additional pricing allowance will be made for use of Ohio Payment Cards. Bidders should reflect all anticipated costs for payment card use in their net price.

V. SUPPLIES PROVIDED BY COMMUNITY REHABILITATION PROGRAMS (CRP) EMPLOYING PERSONS WITH WORK-LIMITING DISABILITIES

- A. Mandatory Purchase: The State Use Program/Office of Procurement from Community Rehabilitation Programs (OPCRP) (established in Ohio Revised Code Sections 4115.31 through 4115.36 and 125.60 through 125.6012) is a procurement set-aside for CRPs that employ Ohioans with work-limiting disabilities. If a particular supply item is available through the State Use Program/OPCRP, then participating agencies needing that item are required by law to purchase it from a CRP or from its certified representative. Therefore, contractors must offer to participating agencies those State Use Program/OPCRP items shown on the Mandatory Purchase List (Price Schedule II). Items available for viewing at <http://www.possitivity.com>.
- B. Corollary Principle: It is the intent of DAS to contract in a manner that assists participating agencies in complying with their obligations to purchase through the State Use Program/OPCRP. Contractors are therefore prohibited from providing items commercially equivalent to those shown on the Mandatory Purchase List (Price Schedule II).
- C. Commercially Equivalent Items:
1. Exclusion List: All bidders must furnish with their bid, a listing of Commercially Equivalent Items that are identical in form, fit and function to the items included in Schedule II, the OPCRP listing. These items are not to be furnished to end users. Rather, the OPCRP items are to be used to satisfy ordering locations requirements. This exclusion list, submitted by the Bidder, will be reviewed for completeness, and the DAS reserves the right to add items to an exclusion list prior to the award of any contract. Any bid that omits the exclusion list may be deemed not responsive. The exclusion list applies only to purchases by any agency of the state of Ohio, and not to Coop purchasers.
 2. Implementation: Contractors shall be responsible for preventing buy-around of the State Use Program/OPCRP. Each contractor shall ensure that no item on its exclusion list, (i.e., no item on the list described in C.1, above) or any item added by DAS, may be purchased by participating State agencies. In particular, each contractor shall clearly identify excluded items and guide the customer to the commercially equivalent OPCRP item and shall remove or block them from its ordering systems (e.g. web-based forms, telephone fulfillment centers). In the event that an item on its exclusion list is ordered by a participating State agency, the Contractor shall substitute an equivalent State Use Program/OPCRP item.
 3. Updates: The Mandatory Purchase List (Price Schedule II) shall be subject to periodic update by the State Purchasing. Each contractor shall be notified in writing and given one hundred eighty (180) days to revise its exclusion list accordingly. After revised exclusion lists are reviewed, Contractors shall make any necessary changes to sales media and ordering systems.
- D. Unavailability: Contractors shall take reasonable steps to ensure the availability of State Use Program/OPCRP items to participating agencies. If a State Use Program/OPCRP item is temporarily unavailable within the specified delivery time, a Contractor may not substitute a commercially equivalent item. Product unavailability shall be shown on the required usage report.
- E. Pricing: Within the mandatory set-aside, prices are established by the State Use Committee/the Office of Procurement from Community Rehabilitation Programs. Under this contract, the cost of a State Use Program/OPCRP item (i.e., the amount to be paid by a Contractor to a Community Rehabilitation Program or its agent) will be established by the State Use Committee, the Office of Procurement from Community Rehabilitation Programs (CRP) or the Administrator of State Purchasing.
- F. Return of Stock: No State Use Program/OPCRP item ordered by the contractor may be returned by the contractor to a CRP or its agent unless the item is shown to be defective.

VI. ITEMS EXCLUDED

- A. The following items or groups of items are specifically excluded from any awarded contract pursuant to this MAC. Excluded items include, but are not necessarily limited to the following:

SPECIFICATIONS (cont)

Any item or group of items for which a current mandatory state term contract exists:

1. Copy paper (white and color, one (1) carton or greater) (GDC080)
 2. Continuous form paper (only those items similar or like items contained in GDC056).
 3. Batteries and flashlights (GDC048) [Small quantities valued up to \$25 per line per order may be ordered under this contract.] ***
 4. Computers, printers and PC boards, software and modems.
 5. Items specified on the exclusion list shown on Price Schedule II.
 6. IT/Telecommunications equipment.
 7. Record storage boxes
 8. Office panels
 9. Office chairs
 10. Chair mats
- B. Awarded contractors shall take necessary action to prohibit the offering and ordering of any item(s) listed above. Failure to implement shall be considered a contract violation.
- C. Any item or group of items, which are required under the provisions of the Ohio Revised Code to be procured from a pre-established source: Ohio Penal Industries (OPI) <http://www.opi.state.oh.us/>, Department of Mental Health (Central Warehouse), certified CRP's.
- D. In the event an ordering agency cannot obtain an excluded item from the correct source, they may procure the item(s) from the awarded office supply contractor(s) by submitting a copy of the waiver from the correct source with their order. For those orders placed electronically, a faxed copy of the approved waiver must be sent to the awarded contractor at the time of order placement. The awarded office supply contractor shall not honor such request without a copy of the waiver submitted with the order. All waivers must be approved by State Purchasing prior to order placement. Waivers, after receipt from approving authority, shall be sent to State Purchasing for final review prior to order placement, Attn: John Clark, Fax: (614) 644-1785.

VII. MANAGEMENT REPORTS

In addition to Contractor Quarterly Sales Report, the Contractor is required to provide additional reports: Every calendar quarter, awarded contractors shall provide the following types of reports, to be forwarded to the Office of State Purchasing, 4200 Surface Road, Attn: John Clark, Columbus, Ohio 43228, or walt.schneider@das.state.oh.us as follows:

- A. Usage Report: The awarded contractors shall submit reports indicating sales generated by this contract. The report shall be in the same format as the Net Pricer [Excel spreadsheet] and list actual usage by all customers, by manufacturer item/product number showing the quantities/dollars, with aggregate totals, generated by this contract.
1. Report "S" shall contain activity related to state agencies.
 2. Report "C" shall contain activity related to Coop sales.
- B. Fill Rate Report: The awarded contractors shall supply fill rate information by Agency and by Agency receiving location to include the number of orders submitted, orders processed, back orders, partially filled orders and reorders. As a starting point, use the formatting outlined for the Usage Report, above.
- C. All reports are to be submitted quarterly. The reports must be submitted thirty (30) days following the completion of the calendar quarter. Failure to provide may be deemed as a contract violation.

VIII. RETURNS/PHYSICAL DAMAGE/SHORTAGES

- A. No returns of items ordered shall be allowed for those items having a unit value of \$50.00 or less, except in those instances where the cause for the return is the fault of the contractor.
- B. Ordering agencies shall have a maximum of ten (10) days, after receipt of shipment, to report any shortages, deficiencies or physical damages to the awarded contractor. After ten (10) days the shipment shall be considered correct. Awarded contractors shall not be required to give any credit, in partial or full, for any items reported as missing, damaged or deficient after the ten day period.

*** This change is in accordance with Amendment 4.

SPECIFICATIONS (cont)

- C. Items that are found to be defective must be exchanged or credited by the awarded contractor instead of the ordering agency being required to return products directly to the manufacturer. Within five (5) business days after product is placed into use, the ordering agency shall notify the awarded Contractor that an item is defective. The contractor shall arrange for credit, exchange, or replacement. After the five (5) day reporting period, awarded contractor(s) will not be required to exchange or credit.

IX. ORDER PLACEMENT AND PARTIAL ORDERS (STATE AGENCIES)

- A. All information pertaining to Ohio Payment Card orders (Ohio Payment Card number, internal control number, log number, etc.) shall be provided to the awarded contractor at the time of order placement.
- B. After an order is placed using Ohio Payment Card, purchase order, or debit vouchering, it may not be changed to another method of order placement or payment.
- C. Awarded contractor(s) shall hold the state of Ohio harmless for unauthorized orders, which are accepted and filled without proper authorization (purchase order, procurement card, etc.)
- D. All users shall provide a purchase order or other means (Ohio Payment Card purchases) along with correct pricing for all items relating to that purchase. Awarded contractors will not accept an order, in any format, without the pricing shown. Contractors will not provide pricing confirmation for list of items submitted. Orders received that do not list pricing information shall be returned to the requestor.
- E. The awarded contractor(s) is encouraged to place in the CD-Rom catalog/electronic ordering site any information that would facilitate use of the contract by state agencies, colleges, universities and cooperative purchasing program members. Information pertaining to order placement, return procedures, credit or invoice questions status of orders, etc. would be considered appropriate information for inclusion.
- F. Contractors must specify with their bid the method or methods that will be used to deliver materials to the ordering locations.

X. ELECTRONIC DATA INTERCHANGE (EDI)

- A. The state of Ohio encourages suppliers to participate in electronic fund transfers. For information regarding formats, and other information bidders are requested to contact Greg Miller, EDI Coordinator/SWCAP Analyst, Office of Budget and Management, (614) 752-4220 or Greg.Miller@obm.state.oh.us.
- B. The state of Ohio processes EDI documents in a client server mainframe environment. DEC/EDI is the translator software used by the state of Ohio. It is not necessary for the awarded contractor to use the same hardware or software in order to electronically exchange documents with the state of Ohio.
- C. The state of Ohio follows the EDI standards established by the American National Standards Institute (ANSI) ASCX12 Committee. The state of Ohio is capable of supporting all ANSI versions from release 2000 through release 4010.
- D. Any EDI established will be Electronic Fund Transfer (EFT).

XI. PARTIAL SHIPMENTS AND PAYMENTS

- A. State agencies desiring no partial shipments shall inform awarded contractor by letter of their requirements. The awarded contractor will then make necessary changes to accommodate the agency's request.
- B. The accounting procedures of the Office Budget and Management, State Accounting Division, allows partial payments of invoices against purchase orders not completed but for which a proper invoice has been received. Agencies shall not hold any invoice pending receipt of complete order.

SPECIFICATIONS (cont)

XII. RETAIL OUTLETS

- A. Bidders that have established retail outlets and anticipate the use of such outlets in any awarded contract, shall submit with their bid response, evidence of compliance to all terms and conditions and bid specifications as stated herein. Bidders must submit the address of all retail outlets that will be utilized under this contract.
- B. Bidders indicating use of retail outlets in any awarded contract must provide, in the space provided on the pricing page, percentage discount for customer pick-up. This discount must be given from the state of Ohio price stated in the Net Pricer. Percentage discount given will not be a part of the evaluation.
- C. The awarded contractor shall ensure that all retail outlet purchases are tax exempt.

XIII. ELECTRONIC DATA INFORMATION

The Office of State Purchasing is committed to reducing faxes and telephone calls placed by users of this contract. We encourage and highly recommend the use of:

- Electronic Data Information (EDI)
- Minimum order of \$125.00
- Minimum order of four items (4) per order

*** XIV. PAPER

This contract includes small amounts of paper used in printer, fax and copy machines. The limit of paper that can be purchased under this contract is 1 carton [10 reams] per type of paper per order.

*** This change is per Amendment No. 3.

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CONTRACTOR: OFFICE MAX

PRICE SCHEDULE I

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| Manufacturer Brand Name | Manufacturer Item Number | OfficeMax Item Number | Description | U/M | Net Price |
|--------------------------|--------------------------|-----------------------|-----------------------------|-----|-----------------------|
| 3M CONSUMER & OFFICE MKT | MMM37502CL | A83750-2-CR | TAPE,SEALING,CR,48MMX50M | RL | \$17.91 |
| 3M CONSUMER & OFFICE MKT | MMM559 | P3559 | PAD,ESEL,POST-IT,2PK,WE 2PK | PK | \$29.04 |
| 3M CONSUMER & OFFICE MKT | MMM573 | W3573 | CLEANER,DESK & OFC,15 OZ | EA | \$3.75 |
| 3M CONSUMER & OFFICE MKT | MMM60034X36 | A8600K3 | TAPE,CELLO,#600,3/4X1296 | RL | \$3.60 |
| 3M CONSUMER & OFFICE MKT | MMM635YW | A2635-YW | PAD,NOTE,YW,LINES,3X5 | DZ | \$10.21* |
| 3M CONSUMER & OFFICE MKT | MMM653YW | A2653-YW | PAD,NOTE,YW1.5X2,12PD/PK | DZ | \$3.28 |
| 3M CONSUMER & OFFICE MKT | MMM654YW | A2654-YW | PAD,NOTE,YW,3X3 | DZ | \$7.55 |
| 3M CONSUMER & OFFICE MKT | MMM6801 | A2680-1 | TAPE,FLAGS,RD,1X1.7 | EA | Discontinued No Repl |
| 3M CONSUMER & OFFICE MKT | MMM6805 | A2680-5 | TAPE,FLAGS,YW,1X1.7 | EA | Discontinued No Repl |
| 3M CONSUMER & OFFICE MKT | MMM6806 | A2680-6 | TAPE,FLAGS,WE,1X1.7 | EA | Discontinued No Repl |
| 3M CONSUMER & OFFICE MKT | MMM8101K | A8810K3 | TPE,MAGIC,75"X1000"CR | PK | \$1.33 |
| 3M CONSUMER & OFFICE MKT | MMM81034X36 | A8810K3 | TAPE,MAGIC,#810,3/4X1296 | PK | \$4.00* |
| ACCO INTERNATIONAL | SWI06701 | H106701 | STAPLER,ELEC,BK ,3X4X8.5 | EA | \$70.81* |
| ACCO INTERNATIONAL | SWI51110 | H151110 | STAPLER,ELEC,DESKTOP,BE | EA | Discontinued No Repl* |
| ACCO INTERNATIONAL | SWI54501 | H154501 | STAPLER,FULLSTRIP,BK,545 | EA | \$4.38* |
| ACCO INTERNATIONAL | SWI69270 | H169270 | STAPLER,ELEC,70SH,HVYDTY | EA | \$157.44* |
| ACME UNITED CORPORATION | ACM51019 | W351019 | REFIL,F-AID,ALCOHOL PAD | BX | \$3.22 |
| ADVANTUS CORP | RRTRR3507 | S6DPNXL | CLNR,OFFCE DUST3,10OZ | EA | \$10.15 |
| AMERICAN PAD & PAPER LLC | EXP20000 | P30M97312 | BOOK,STENO,6X9,GREGG,60 | EA | \$1.37 |
| AVERY DENNISON | AVE04032 | A54032 | LABEL,TAB,4X1-7/16",WE | BX | Discontinued No Repl |
| AVERY DENNISON | AVE05160 | A55160 | LABEL,ADD,LSR,1X2 5/8 3K | BX | \$12.48 |
| AVERY DENNISON | AVE05161 | A55161 | LABEL,ADD,LASER,1X4,2000 | BX | \$12.48 |
| AVERY DENNISON | AVE05162 | A55162 | LABEL,ADD,LASR4X1.3,1400 | BX | \$12.48 |
| AVERY DENNISON | AVE05163 | A55163 | LABEL,ADD,LASER,2X4,1000 | BX | \$12.85 |
| AVERY DENNISON | AVE05960 | A55960 | LABEL,LSR,ADDRSS,1X3,WE | BX | \$28.04* |
| AVERY DENNISON | AVE08888 | N208886 | MARKER,CHISEL TIP,BK,LGE | EA | \$7.33 |
| AVERY DENNISON | AVE5160 | A55160 | LABEL,ADD,LSR,1X2 5/8 3K | BX | \$12.48 |
| AVERY DENNISON | AVE5161 | A55161 | LABEL,ADD,LASER,1X4,2000 | BX | \$12.48 |
| AVERY DENNISON | AVE5162 | A55162 | LABEL,ADD,LASR4X1.3,1400 | BX | \$12.48 |

CONTRACTOR: OFFICE MAX

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| AVERY DENNISON | AVE5163 | A55163 | LABEL,ADD,LASER,2X4,1000 | BX | \$12.85 |
| AVERY DENNISON | AVE5260 | A55260 | LABEL,LSR,2.5X1,WE,750 | PK | \$3.74 |
| AVERY DENNISON | AVE5366 | A55366 | LBL,LSR,FLD,W,2/3X3-7/16 | BX | \$12.60* |
| AVERY DENNISON | AVE5384 | A55384 | BADGE,NAME,LSR,CLIP,3X4 | BX | \$18.87 |
| AVERY DENNISON | AVE5960 | A55960 | LABEL,LSR,ADDRSS,1X3,WE | BX | \$28.04 |
| AVERY DENNISON | AVE5961 | A55961 | LABELS,LSR,ADDRSS,1X4,WE | BX | \$28.04 |
| AVERY DENNISON | AVE8460 | A58460 | LABEL,1J,1X2.63,ADDRS,WE | BX | \$12.85 |
| AVERY DENNISON | AVELSK5B | L311446 | INDEX,LSR,5TAB,25ST/BXt | BX | \$54.21 |
| AVERY DENNISON | WLJ38514B | L209300 | BINDER,3/RG,BK,11X8.5, 1 | EA | \$2.78 |
| AVERY DENNISON | WLJ38544B | L209500 | BINDER,3/RG,BK,11X8.5, 2 | EA | \$4.01 |
| AVERY DENNISON | WLJ38549B | L209700 | BINDER,3/RG,BK,11X8.5, 3 | EA | \$5.45 |
| AZERTY INC | EXP26234 | S211555 | RIB,BLK,NYLON,GENERAL PUR | EA | \$31.73 |
| AZERTY INC | IBM1053685 | S211555 | RIB,BLK,NYLON,GENERAL PUR | EA | \$31.73 |
| BOISE CASCADE CORP. | CEB8511 | P10X9001 | PPR,X-9 20#,8.5X11,WE | RM | \$3.27 |
| BOISE CASCADE CORP. | EXP8511 | P10X9001 | PPR,X-9 20#,8.5X11,WE | RM | \$3.27 |
| BROTHER INTL – Restricted Toner | BRTPC201 | S5PC201 | FAX THERMAL PRINTING CTG,TLD 450 PAGES | EA | Restricted See MAC064* |
| BROTHER INTERNATIONAL | BRTTZ231 | A5TZ231 | TAPE,LABLR,1/2",BK/WHT | EA | \$5.700 |
| EPSON AMERICAS INC | EPSERC23B | S2ERC23-B | RIBBON,TYPE,ERC-23,BLACK | EA | Discontinued No Repl |
| ESSELTE PENDAFLEX | ESS02613 | F10M01541 | FOLDER,CLSS,LTR,4PRT,GY | BX | 19.73 |
| ESSELTE PENDAFLEX | ESS03251 | F10M01755 | FOLDER,LTR,1DIV,1POS,REC | BX | \$24.71 |
| ESSELTE PENDAFLEX | ESS57538 | L247985 | PORTFOLIO,2PKT,DBE,25/BX | BX | \$6.01 |
| ESSELTE PENDAFLEX | SMD152L | F175212 | FOLDER,LTR,1/2,MLA,100BX | BX | \$8.65 |
| ESSELTE PENDAFLEX | SMD153L | F175213 | FOLDER,LTR,1/3,MLA,100BX | BX | \$8.09 |
| ESSELTE PENDAFLEX | SMD73390 | F1S34G | FILE,POCKET,EXP,5.25 | EA | Discontinued No Repl |
| ESSELTE PENDAFLEX | SMD74390 | F1S36G | FOLDER,REC,LGL,5PC | EA | Discontinued No Repl |
| EXPEDITORS INTERNATIONAL | AVT75301 | H475301 | CLIP,WALL PANEL,20/PK,WE | PK | Discontinued No Repl |
| FELLOWES INC. | FEL12772 | P512772 | BOX,STOR,RECY,12X10X15 | CT | \$17.40* |
| GBC OFFICE PRODUCTS | QRT201E | J4200E | EASEL,PED&BOARD,27X72GPH | EA | \$208.48* |
| GBC OFFICE PRODUCTS | QRT303 | J40M01087 | CORKBOARD,NAT,24X36,OAK | EA | \$23.98* |
| GBC OFFICE PRODUCTS | QRTS537 | J40M01080 | BOARD,DRY-WIPE,48X72 | EA | \$118.98* |

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| HOUGHTON M | HOUH15073 | B506189503159 | DIC WBSTRS II COLL | EA | \$12.46* |
| IMATION EN | IMN15706 | S717262 | DISC CDR 52X 100SPINDL S | PK | Discontinued No Repl |
| IMATION ENTERPRISES | IMN12881 | S712881 | DISK,3.5,DS,HD,FRM,10/BX | BX | \$2.650 |
| LINDENMEYER MUNROE | HAM162008 | P1105007 | PAP,LTR,TIDAL,WE | RM | \$3.26* |
| MEADWESTVACO | AAGG20000 | B1G200-00 09 | BOOK,APPT,JAN-DEC,BK | EA | \$4.46* |
| MEADWESTVACO | AAGG40000 | B1G400-00 09 | PLANNER,6X8,JAN-DEC,BK | EA | \$4.81* |
| MEADWESTVACO | AAGPM1228 | B1PM12-28 09 | CAL,WALL 24X36,J-DEC,BE | EA | \$4.37* |
| MEADWESTVACO | AAGPM428 | B1PM4-28 09 | CAL,WALL,20X30,JAN-DEC | EA | \$7.50* |
| MEADWESTVACO | AAGSK2400 | B1SK24-00 09 | CAL,PAD,22X17,JAN-DEC | EA | \$1.87* |
| MONARCH NORTHWOOD | SJPS60951 | F1S60951 | FLDR,CLASS,4SEC,LTR,GN/20/BX | BX | \$33.99 |
| NASHUA | NCR856348 | P475P3087 | PAP,THRML.3 1/8X273,WE | CT | Discontinued No Repl |
| OFFICE MAX- Replacement | P40M96765 | P40M96765 | RL,THRM CALC 3 1/8X230 50 CT | CT | \$39.87* |
| NUKOTE INTERNATIONAL/TON | NUKB165 | S211425 | RIBBON,CORRECTABLE | EA | \$1.820 |
| NUKOTE INTERNATIONAL/TON | NUKBM188 | S252102001 | RIBBON,NYLON,BK,MATRIX | EA | \$4.94 |
| PENTEL OF AMERICA LTD. | PENBK90A | N1BK90-A | PEN,BALL,RSVP,FINE,BK | DZ | \$5.28 |
| PENTEL OF AMERICA LTD. | PENBK91A | N1BK91PC12A | PEN,BALL,RSVP,MED,BK | DZ | \$5.28 |
| PENTEL OF AMERICA LTD. | PENBK91C | N1BK91-C | PEN,BALL,RSVP,MED,BE | DZ | Discontinued No Repl" |
| PILOT CORPORATION OF AME | PIL31020 | N131020 | PEN,RLRBLL,GELINK,FPT,BK | DZ | \$9.84 |
| PILOT CORPORATION OF AME | PIL32220 | N132220 | PEN,BALL,RETRACT,MED,BK | DZ | \$6.24 |
| PILOT CORPORATION OF AME | PIL32221 | N132221 | PEN,BALL,RETRACT,MED,BE | DZ | \$6.24 |
| PLANTRONICS INCORPORATED | PLNM12 | L8M12 | AMPLIFIER,UNIVERSAL,MOD | EA | \$90.39 |
| POLAROID CORPORATION | POL623965 | M6623965 | FILM,600,COLOR,20EXP,2PK | BX | Discontinued No Repl |
| POLAROID CORPORATION | POL624242 | M6624242 | FILM,SPECTRA,20EXP,2/PK | BX | Discontinued No Repl |
| QUALITY PARK | QUAR4500 | P2R4500 | TYVEK ENV,10X13X1.5,PLN 100/CT | CT | \$79.10 |

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| SANFORD CORP. | FAB60040 | N160040 | PEN,ROLLER,MICR ONYX,BK | DZ | \$5.52 |
| SANFORD CORP. | OIH2039DYW | N264326 | HIGHLIGHTER,4009,YW | DZ | \$5.95 |
| SANFORD CORP. | PAP06604 | A906604 | FILM,CORRCTN,DISPSBL | EA | Discontinued No Repl |
| SANFORD CORP. | PAP74701 | A95630415 | FLUID,PEN/INK,6 OZ | EA | \$0.66 |
| SANFORD CORP. | PAP84301 | N284301 | PEN,PORS,MED,BK,FLAIR | DZ | \$8.35 |
| SANFORD CORP. | PAP96301 | N196301 | PEN,BALL,FLEXGRIP,M,BK | DZ | \$7.49 |
| SANFORD CORP. | SAN30001 | N230001 | MARKER,BK,F,PERM | DZ | \$6.14 |
| SEALED AIR | SEL39095 | P239095 | ENV,SLFS,9.5,X14.5,100CT | CT | \$47.69 |
| TOPS BUSINESS FORMS | TOP63410 | P363410 | PAD,LEGAL,8.5X11,WE | DZ | \$20.03 |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

**Updated per amendment # 17 issued 01/11/10

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|--------------------------------------|------------|---------|---------------|--------------------------|------------------------|-----------|
| 2037A | Plain Soft Touch Stick Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$6.94 | | \$2.40 |
| | | | | 4-11 Dozen | \$4.98 | | \$2.40 |
| | | | | 12-59 Dozen | \$4.60 | | \$2.40 |
| | | | | 60-119 Dozen | \$4.39 | | \$2.40 |
| | | | | 120-207 Dozen | \$4.37 | | \$2.40 |
| | | | | 208+ Dozen | \$4.35 | 1,648 | \$2.40 |
| 2039B | Soft Touch Felt Tip Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$9.92 | | \$3.00 |
| | | | | 4-11 Dozen | \$7.95 | | \$3.00 |
| | | | | 12-59 Dozen | \$7.58 | | \$3.00 |
| | | | | 60-119 Dozen | \$7.36 | | \$3.00 |
| | | | | 120-207 Dozen | \$7.34 | | \$3.00 |
| | | | | 208+ Dozen | \$7.33 | 283 | \$3.00 |
| 2039C | Soft Touch Ultra Fine Tip Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$9.05 | | \$2.40 |
| | | | | 4-11 Dozen | \$7.08 | | \$2.40 |
| | | | | 12-59 Dozen | \$6.71 | | \$2.40 |
| | | | | 60-119 Dozen | \$6.49 | | \$2.40 |
| | | | | 120-207 Dozen | \$6.47 | | \$2.40 |
| | | | | 208+ Dozen | \$6.45 | 125 | \$2.40 |
| 2039D | Highlighter Blue* | Atco, Inc. | Dozen | | | 1952 | \$0.70* |
| | Highlighter Green* | | | | | | \$0.70* |
| | Highlighter Pink* | | | | | | \$0.70* |
| | Highlighter Yellow* | | | | | | \$0.70* |
| | Highlighter Multi-Assortment 4 Pack* | | | | | | \$1.00* |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

*Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|---|------------|---------|---------------|--------------------------|------------------------|-----------|
| 2050B | Soft Touch Retractable Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$7.08 | | \$1.20 |
| | | | | 4-11 Dozen | \$5.11 | | \$1.20 |
| | | | | 12-59 Dozen | \$4.74 | | \$1.20 |
| | | | | 60-119 Dozen | \$4.52 | | \$1.20 |
| | | | | 120-207 Dozen | \$4.50 | | \$1.20 |
| | | | | 208+ Dozen | \$4.49 | 754 | \$1.20 |
| * 2055 | Executive Pen Refills, Fine Point – This Item has been discontinued | Atco, Inc. | Dozen | NA | NA | Unknown | NA |
| * 2060/2060 A | Executive Pen Fine Point – This Item has been discontinued | Atco, Inc | Dozen | NA | NA | 31 | NA |
| * 2055A | Executive Pen Refills, Fine Point – This Item has been discontinued | Atco, Inc. | Dozen | NA | NA | Unknown | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

*Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|--|------------|---------|---------------|--------------------------|------------------------|-----------|
| 2070 | Plain Standard Stick Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$4.85 | | \$1.20 |
| | | | | 4-11 Dozen | \$2.89 | | \$1.20 |
| | | | | 12-59 Dozen | \$2.51 | | \$1.20 |
| | | | | 60-119 Dozen | \$2.30 | | \$1.20 |
| | | | | 120-207 Dozen | \$2.28 | | \$1.20 |
| | | | | 208+ Dozen | \$2.26 | 1898 | \$1.20 |
| 2080 | Translucent Stick Pen – Plain | Atco, Inc. | Dozen | 1-3 Dozen | \$5.60 | | \$0.60 |
| | | | | 4-11 Dozen | \$3.64 | | \$0.60 |
| | | | | 12-59 Dozen | \$3.26 | | \$0.60 |
| | | | | 60-119 Dozen | \$3.05 | | \$0.60 |
| | | | | 120-207 Dozen | \$3.02 | | \$0.60 |
| | | | | 208+ Dozen | \$3.01 | 592 | \$0.60 |
| 2080B | Translucent Gel Stick Pen – Plain | Atco, Inc. | Dozen | 1-3 Dozen | \$6.81 | | \$1.20 |
| | | | | 4-11 Dozen | \$4.84 | | \$1.20 |
| | | | | 12-59 Dozen | \$4.47 | | \$1.20 |
| | | | | 60-119 Dozen | \$4.25 | | \$1.20 |
| | | | | 120-207 Dozen | \$4.23 | | \$1.20 |
| | | | | 208+ Dozen | \$4.21 | Unknown | \$1.20 |
| * 2039D | Soft Touch Highlighter Multi 4-Pack, Plain – This item has been discontinued | | 4 Pack | | NA | Unknown | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

*Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|----------------------------------|------------|---------|---------------|--------------------------|------------------------|-----------|
| 2340 | Slim Top Retractable Pen – Plain | Atco, Inc. | Dozen | 1-3 Dozen | \$6.33 | | \$0.60 |
| | | | | 4-11 Dozen | \$4.36 | | \$0.60 |
| | | | | 12-59 Dozen | \$3.96 | | \$0.60 |
| | | | | 60-119 Dozen | \$3.77 | | \$0.60 |
| | | | | 120-207 Dozen | \$3.75 | | \$0.60 |
| | | | | 208+ Dozen | \$3.73 | 21 | \$0.60 |
| 2460 | Clear Gel Stick Pen | Atco, Inc. | Dozen | 1-3 Dozen | \$9.21 | | \$1.80 |
| | | | | 4-11 Dozen | \$7.24 | | \$1.80 |
| | | | | 12-59 Dozen | \$6.87 | | \$1.80 |
| | | | | 60-119 Dozen | \$6.65 | | \$1.80 |
| | | | | 120-207 Dozen | \$6.63 | | \$1.80 |
| | | | | 208+ Dozen | \$6.62 | Unknown | \$1.80 |
| 2645 | Clear Retractable Gel Pen | Atco, Inc | Dozen | 1-3 Dozen | \$11.74 | | \$1.80 |
| | | | | 4-11 Dozen | \$9.77 | | \$1.80 |
| | | | | 12-59 Dozen | \$9.40 | | \$1.80 |
| | | | | 60-119 Dozen | \$9.18 | | \$1.80 |
| | | | | 120-207 Dozen | \$9.16 | | \$1.80 |
| | | | | 208+ Dozen | \$9.15 | Unknown | \$1.80 |
| 2470 | Clear Click-Top Pen w/Grip | Atco, Inc. | Dozen | 1-3 Dozen | \$8.73 | | \$1.80 |
| | | | | 4-11 Dozen | \$6.76 | | \$1.80 |
| | | | | 12-59 Dozen | \$6.39 | | \$1.80 |
| | | | | 60-119 Dozen | \$6.17 | | \$1.80 |
| | | | | 120-207 Dozen | \$6.15 | | \$1.80 |
| | | | | 208+ Dozen | \$6.13 | Unknown | \$1.80 |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

**Updated per amendment # 17 issued 01/11/10

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|---|------------|---------|---------------|--------------------------|------------------------|-----------|
| 2475 | Maxi Clicker Pen w/Grip – Plain | Atco, Inc. | Dozen | 1-3 Dozen | \$6.78 | | \$1.20 |
| | | | | 4-11 Dozen | \$4.82 | | \$1.20 |
| | | | | 12-59 Dozen | \$4.44 | | \$1.20 |
| | | | | 60-119 Dozen | \$4.23 | | \$1.20 |
| | | | | 120-207 Dozen | \$4.21 | | \$1.20 |
| | | | | 208+ Dozen | \$4.19 | 139 | \$1.20 |
| 2485 | Maxi Clicker Pen – Plain | Atco, Inc. | Dozen | 1-3 Dozen | \$6.03 | | NA* |
| | | | | 4-11 Dozen | \$4.06 | | NA* |
| | | | | 12-59 Dozen | \$3.69 | | NA* |
| | | | | 60-119 Dozen | \$3.48 | | NA* |
| | | | | 120-207 Dozen | \$3.45 | | NA* |
| | | | | 208+ Dozen | \$3.44 | Unknown | NA* |
| * 2495 | Capped Ballpoint Pen w/Grip – Plain – this Item has been discontinued | Atco, Inc. | Dozen | NA | NA | 384 | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

* Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|---|-------|---------|--------------|--------------------------|------------------------|-----------|
| * 6110A | Masking Tape, ½" by 180' Case of 72 – This item has been discontinued | CABVI | 72/cs | NA | NA | 1 | NA |
| * 6110B | Masking Tape, 1" by 180', Case of 36 – This item has been discontinued | CABVI | 36/cs | NA | NA | 32 | NA |
| * 6110C | Masking Tape 1 ½" by 180', Case of 24 – This item has been discontinued | CABVI | 24/cs | NA | NA | Unknown | NA |
| * 6110D | Masking Tape 2" by 180", Case of 24 – This Item has been discontinued | CABVI | 24/cs | NA | NA | 33 | NA |
| * 6110E | Masking Tape 3" by 180', case of 12 – This Item has been discontinued | CABVI | 12/cs | NA | NA | Unknown | NA |
| * 6115A | Glass Filament Tape, ½" by 180', Case of 72 – This item has been discontinued | CABVI | 72/cs | NA | NA | Unknown | NA |
| * 6115B | Glass Filament Tape, ¾" by 180', Case of 48 – This item has been discontinued | CABVI | 48/cs | NA | NA | 5 | NA |
| * 6115C | Glass Filament Tape, 1" by 180', Case of 36 – This item has been discontinued | CABVI | 36/cs | NA | NA | 1 | NA |
| * 6115D | Glass Filament Tape, 2" by 180', Case of 24 – This item has been discontinued | CABVI | 24/cs | NA | NA | Unknown | NA |
| * 6120A | Packaging Tape, 2" by 360', Case of 24 – This item has been discontinued | CABVI | 24/cs | NA | NA | Unknown | NA |
| * 6120B | Packaging Tape, 3" by 360', Case of 12 – This item has been discontinued | CABVI | 12/cs | NA | NA | Unknown | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

* Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|--|---------------------|---------|--------------|--------------------------|------------------------|-----------|
| * 2105 | Frame, 8" x 10", Standard Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2110 | Frame, 8 ½" x 11", Standard Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2113 | Frame, 8 ½" x 14", Standard Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2115 | Frame, 11" x 14", Standard Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2155 | Frame, 8" x 10", Deluxe Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2160 | Frame, 8 ½" x 11", Deluxe Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| * 2161 | Frame, 8 ½" x 14", Deluxe Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

* Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|---|---------------------|---------|--------------|--------------------------|------------------------|-----------|
| *2165 | Frame 11" x 14" , Deluxe Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | 8 | NA |
| *2175 | Frame 9" x 12", Deluxe Pine – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2205 | Frame 8" x 10", Oak, 3/4" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2210 | Frame 8 1/2" x 11", Oak, 3/4" Molding – This item has Been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2213 | Frame 8 1/2" x 14", Oak, 3/4" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2215 | Frame 11" x 14", Oak, 3/4" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2255 | Frame 8" x 10", Oak, 1 1/2" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| *2260 | Frame 8 1/2" x 11", Oak, 1 1/2" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | 4 | NA |
| *2261 | Frame 8 1/2' x 14", Oak, 1 1/2" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

* Changed per amendment # 11 issued 01/09/09
 *** Changed per amendment # 14 effective 08/01/09

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price To Bidders | Est Annual Use Std Pkg | Net Price |
|---------------|---|----------------------|---------|--------------|--------------------------|------------------------|-----------|
| * 2265 | Frame, 11" x 14", Oak, 1 ½" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | 3 | NA |
| * 2290 | Frame, 14" x 18", Oak, 1 ½" Molding – This item has been Discontinued | Near West Woodworks | Each | NA | NA | Unknown | NA |
| 2365 | Chair Mat, 36" x 48", Standard Lip, Cleated | Whetstone Industries | Each | Year 1 | \$39.77 | 39 | \$8.00 |
| | | | | Year 2 | \$41.17 | | \$8.00 |
| | | | | Year 3 | \$42.63 | | \$8.00 |
| 2385A | Chair Mat, 45" x 53", Standard Lip, Cleated | Whetstone Industries | Each | Year 1 | \$49.68 | 4 | \$10.00 |
| | | | | Year 2 | \$48.56 | | \$10.00 |
| | | | | Year 3 | \$50.20 | | \$10.00 |
| 2385B | Chair Mat, 48" x 60", With Corner Cut (left or right), Beveled Lip, Cleated | Whetstone Industries | Each | Year 1 | \$51.87 | 3 | \$12.00 |
| | | | | Year 2 | \$53.57 | | \$12.00 |
| | | | | Year 3 | \$55.34 | | \$12.00 |
| 2385C | Chair Mat, 48" x 60", Beveled Lip, Cleated | Whetstone Industries | Each | Year 1 | \$51.87 | Unknown | \$15.00 |
| | | | | Year 2 | \$53.57 | | \$15.00 |
| | | | | Year 3 | \$55.34 | | \$15.00 |

PRICE SCHEDULE II
 COMMUNITY REHABILITATION PROGRAM (CRP) PRODUCTS FOR OFFICE SUPPLIES

**Updated per amendment # 17 issued 01/11/10

| CRP Catalog # | Description | QNA | Std Pkg | Qty Discount | Est CRP Price to Bidders | Est Annual Std Use Pkg | Net Price |
|---------------|--|-----------|---------|--------------|--------------------------|------------------------|-----------|
| 2385D | Chairmat, 48" x48", Beveled Lip, Cleated | Whetstone | Each | Year 1 | \$39.01 | Unknown | NA" |
| | | | | Year 2 | \$40.69 | | NA" |
| | | | | Year 3 | \$41.83 | | NA" |
| 2385E | Chairmat, 36" x48", Beveled Lip, Cleated | Whetstone | Each | Year 1 | \$39.77 | Unknown | \$12.00 |
| | | | | Year 2 | \$41.17 | | \$12.00 |
| | | | | Year 3 | \$42.63 | | \$12.00 |
| 2385F | Chairmat, 45" x53", Beveled Lip, Cleated | Whetstone | Each | Year 1 | \$46.98 | Unknown | \$12.00 |
| | | | | Year 2 | \$48.56 | | \$12.00 |
| | | | | Year 3 | \$50.20 | | \$12.00 |
| 2390 | Chairmat, 36" x48", Standard Lip, Smooth | Whetstone | Each | Year 1 | \$38.93 | Unknown | \$12.00 |
| | | | | Year 2 | \$40.31 | | \$12.00 |
| | | | | Year 3 | \$41.75 | | \$12.00 |
| 2390A | Chairmat, 45" x53", Standard Lip, Smooth | Whetstone | | Year 1 | \$46.20 | 4 | \$12.00 |
| | | | | Year 2 | \$47.76 | | \$12.00 |
| | | | | Year 3 | \$49.38 | | \$12.00 |
| 2390B | Chairmat, 48" x60", Corner Cut (L or R), Beveled Lip, Smooth | Whetstone | Each | Year 1 | \$51.42 | Unknown | \$12.00 |
| | | | | Year 2 | \$53.11 | | \$12.00 |
| | | | | Year 3 | \$54.87 | | \$12.00 |
| 2390C | Chairmat, 48" x60", Beveled Lip, Smooth | Whetstone | Each | Year 1 | \$51.42 | Unknown | \$12.00 |
| | | | | Year 2 | \$53.11 | | \$12.00 |
| | | | | Year 3 | \$54.87 | | \$12.00 |
| 2390D | Chairmat, 48" x48", Beveled Lip, Smooth | Whetstone | Each | Year 1 | \$39.01 | Unknown | \$12.00 |
| | | | | Year 2 | \$40.39 | | \$12.00 |
| | | | | Year 3 | \$41.83 | | \$12.00 |
| 2390E | Chairmat, 36" x48", Beveled Lip, Smooth | Whetstone | Each | Year 1 | \$38.93 | Unknown | \$12.00 |
| | | | | Year 2 | \$40.31 | | \$12.00 |
| | | | | Year 3 | \$41.75 | | \$12.00 |
| 2390F | Chairmat, 45" x53", Beveled Lip, Smooth | Whetstone | Each | Year 1 | \$46.20 | Unknown | \$12.00 |
| | | | | Year 2 | \$47.76 | | \$12.00 |
| | | | | Year 3 | \$49.38 | | \$12.00 |

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

Prestige Delivery

UPS

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include IMMEDIATE cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

*** Changed per amendment # 14 effective 08/01/09

The remainder of this page intentionally left blank.

YOUR BID PROPOSAL:

Name of Catalog: (Wholesaler, Distributor, etc): Office Max Full Line 2006 Maxi Catalog and SP Richards Catalog

Date of Catalog: Office Max: Jan 1, 2006; S.P. Richards: Dec 31,2006

Type of facility handling ordering processing: (call center, sales office, warehouse, etc):
Call Centers, Sales Offices and Warehouses.

Location from which orders are filled: (Fulfillment House): 1331 Boltonfield St., Columbus, OH 43228

Contractors must specify with their bid the method or methods that will be used to deliver materials to the ordering locations.

Private Fleet, Prestige Delivery, UPS

Name of facility and location: Office Max Distribution Center

Address: 1331 Boltonfield St., Columbus, OH 43228

Account Representative: Ginger Luzio

Web Site address: WWW.OFFICEMAXSOLUTIONS.COM

*Percentage of Discount for customer pick up per order (will-call) Zero

*Not part of evaluation. However, requirement if retail outlets are used.

DISCLOSURE OF ADMINISTRATIVE AND SHIPPING LOCATIONS

Bidders seeking to enter into a materials contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

Office Max 1331 Boltonfield St., Columbus, OH 43228

b) Principal location of all stocking locations servicing the State of Ohio (Name/City/State/Country)

Office Max 1331 Boltonfield St., Columbus, OH 43228

c) Location where administrative support services related to this ITB/Contract will be performed (Name/City/State/Country)

Office Max 1331 Boltonfield St., Columbus, OH 43228

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

Office Max 1331 Boltonfield St., Columbus, OH 43228

*** Changed per amendment # 14 effective 08/01/09

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000143403
OfficeMax Inc.
263 Shuman Blvd
Napierville, IL 60563

BID CONTRACT NO.: RS900707-1A (03/31/10)*

DELIVERY: As Indicated in DELIVERY AND ACCEPTANCE on page 3 of this contract

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ginger Luzio

Telephone: (800) 532-6473, ext: 8346
Cell: (614) 354 2235
FAX: (888) 710-2697
E-mail: gingerluzio@officemax.com

CONTRACTOR'S ORDER ENTRY CONTACT:

Telephone: (888) 264-7388
FAX: (888) 823-4083

For Purchase Orders Placed by Mail Send to:

OfficeMax, Inc.
1331 Boltonfield St.
Columbus, OH 43228

NET PRICE LISTING: The Office Max Price List is accessible as a doc link from this page. This information is on the Office Max website and available when ordering using the website. You may download the file to facilitate your search. The official price is the offered and accepted price incorporated into the contract. [Office Max Price List](#).

**MINIMUM ORDERS: Effective May 1, 2009 for state of Ohio agencies only, the minimum order is fifty dollars (\$ 50.00). Orders placed by state of Ohio agencies for supplies totaling less than fifty dollars (\$ 50.00) will be subject to a minimum order surcharge of three dollars and ninety-five cents (\$ 3.95). The minimum order surcharge will be added to the contractor's invoice. This order minimum and surcharge does not apply for state of Ohio boards, commissions, deputy registrar locations or for DAS Cooperative Purchasing Program Members. Minimum order amount for state of Ohio boards, commissions, deputy registrar locations and DAS Cooperative Purchasing Program members for freight prepaid and allowed, F.O.B. Destination will be \$25.00 For orders below \$25.00, ship via least costly method, prepaid and add to invoice.

OAKS Item Identification Number: 9335; Freight charges as applicable

* Changed per amendment # 18 effective 03/01/10

** Changed per amendment #12 effective 04/17/09

*** Changed per amendment # 16 effective 01/01/10

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|------------------|---------------|---|
| 18 | 03/01/10 | Issued to mutually renew this contract from March 1, 2010 through March 31, 2010. |
| 17 | 01/11/10 | Issued to adjust Schedule I. and net pricer (catalog) prices in accordance the Fixed Price With Economic Adjustment clause on page 8 of this contract and with the publication and distribution of the 2010 OfficeMax, Inc. Maxi Catalog. This amendment results in the modification of OfficeMax Schedule I on pages 14 through 16. Also to update OfficeMax, Inc. OPCR offerings on Schedule II, pages 18, 22 and 27 of the contract. |
| 16 | 01/01/10 | Issued to establish a mutual renewal of this contract with contractor OfficeMax, Inc. from January 1, 2010 through February 28, 2010. |
| 15 | 10/01/09 | Issued to establish a mutual renewal of this contract with contractor OfficeMax, Inc. from October 1, 2009 through December 31, 2009. |
| 14 | 08/01/09 | Issued to establish a mutual renewal of this contract with contractor OfficeMax, Inc. from August 1, 2009 through September 30, 2009. |
| 13 | 07/01/09 | Issued to exercise the State's option to renew this contract for one (1) month from July 1, 2009 through July 30, 2009. |
| 12 | 04/17/09 | Issued to establish new requirements, procedures and charges agreed to and subject to negotiations between DAS and the contractors party to this contract, associated with Order Placement (page 3), Invoice Payment (page 3), Delivery and Acceptance (Scheduled Delivery Days) (Page 3), Emergency (Next Day) Delivery Service (pages 3 and 3a), Minimum Orders (pages 58 and 59) and Contractors Suggestion of Substantially Similar Lower Cost Items (Page 3a) and to create pages 3a and 3b due to additional clauses added to pages 3 and 3a of the contract. |
| 11 | 01/09/09 | Issued to adjust Schedule I. and net pricer (catalog) prices in accordance with the publication and distribution of the 2009 OfficeMax, Inc. Maxi Catalog. This amendment results in the modification of OfficeMax Schedule I on pages 42 through 45. Also to update OfficeMax, Inc. OPCR offerings on Schedule II, pages 46 through 55 of the contract. |
| 10 | 02/09/08 | Issued to adjust Schedule 1 and net pricer (catalog) offerings in accordance with the 2007 Office Depot, Inc. Catalog. The net pricer for contractor Office Depot, Inc. contains item price adjustments which result in increases, decreases and no changes. Additionally the net pricer contains items which have been added, discontinued with no replacement and discontinued with replacement. |
| 9 | 01/21/08 | Issued to postpone the adjustment of Schedule I and net pricer (catalog) offerings in accordance with the distribution of the 2008 OfficeMax, Inc. catalog and to postpone the adjustment of prices on 3 schedule I items and the discontinuance (without replacement of eight (8) schedule 1 items, and the restriction of three (3) Schedule 1 items from 01/18/08 to 01/21/08 and to adjust vendor address and order entry information on the Contractor's Index for OfficeMax, Inc. page 59 of the contract. |
| 8 | 01/18/08 | Issued to adjust Schedule I and net pricer (catalog) offerings in accordance with the distribution of the 2008 OfficeMax, Inc. catalog. To adjust prices on 3 Schedule I items. To publish notification of discontinuance (without replacement) of eight (8) schedule I items and to notify of the restriction of three (3) schedule I items. |
| 7 | 11/23/07 | Issued effective 11/23/07 to convert from NIGP Numbers to OAKS Item Identification Numbers for Freight and to convert from contractor EIN/TIN Numbers to OAKS Vendor Identification Numbers, listing a new OAKS Vendor Number for Contractor OfficeMax, Inc. and to update contract numbers on the contractor index pages to OAKS Contract Numbers. |
| 6 | 06/29/07 | Issued to change contractor index pages 58 (Office Depot) and 59 (OfficeMax) to add guidance to agencies and institutions in completing purchase requisitions and purchase orders subsequent to the conversion to O.A.K.S. |