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Buyer: SNG CONTRACT NUMBER: 010418 Event # 00292

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: \$2,	.500,000	Effective D	ate: October 1, 2023	Expiration Date: September 30, 2026
Contract Description:	Office Supplies ar	nd CoopAm	erica Saves	
Contractor Address:		Contract Administrator Information:		
Vendor No: 5836		ODP Business Solutions, LLC		
ODP Business Solutions, LLC		Valya Broyer		
6600 North Military Trail		Valya.broyer@odpbusiness.com		
Boca Raton, FL 33496		Or Krystal Gilbert Krystal.gilbert@odpbusiness.com		
Buyer and		County Co	ontract Administrator	
Purchasing Information:		and Using Department:		
Scott N. Guzzy				
OAKLAND COUNTY PURCHASING		OAKLAND COUNTY		
2100 Pontiac Lake Rd 41W				
Waterford, MI 48328-2762				
248-8	58-0511			

The County and Contractor may be referred to individually as a "Party" or collectively as the "Parties." The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Valya Brover (Sep 4, 2023 20:50 CDT)

Valya Broyer Vice President

LEGAL SHEWAL PHA

FOR THE COUNTY:

SIGN: Scott Guzzy (Sep 5, 2023 07:50 EDT)

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator



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

ct Definitions

Section 2. Contract Term and Renewal

Section 3. Contract Administration and Amendments

Section 4. <u>Contract Termination</u>

Section 5. Scope of Deliverables and Financial/Payment Obligations

Section 6. Contractor's Warranties and Assurances

Section 7. Liability

Section 8. <u>Insurance and Bond Requirements</u>

Section 9. Intellectual Property

Section 10. <u>Confidential Information</u>

Section 11. County Data

Section 12. Information Technology Standards

Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

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

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

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- 1.6. "Contractor" means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. "Contractor Employee" means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. "Contract Documents" mean the following documents, which this Contract includes and incorporates:

 Exhibits (Applicable if Checked)

- 1.8.3. ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.5. \(\Bigsiz \) Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. \(\Bigsiz \) Exhibit VII: License for Use of County Servicemark

- 1.9. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. "County Agent" means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. "County Data" means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to, personally identifiable information (PII) as defined in Exhibit III. County Data includes Confidential Information as defined in this Contract.



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- 1.12. "County Network" means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. "Deliverables" mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. "Effective Date" means midnight on the date listed on the first page of this Contract.
- 1.16. "Expiration Date" means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. "E-Verify" means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: https://e-verify.uscis.gov/enroll.
- 1.18. "Intellectual Property" means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. "Iran-Linked Business" is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. "Not to Exceed Amount" means the dollar amount listed on the first page of this Contract, unless amended.

 The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. "Proposal" means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. "Purchase Order" means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. "Purchasing" means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. <u>Contract Term.</u> This Contract will be effective for a period of three (3) years from the Effective Date (the "Initial Term") and thereafter the Contract may be renewed in writing by mutual agreement for subsequent two (2) year periods (each a "Renewal Term").
- 2.2. <u>Contract Renewal.</u> Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

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2.3. <u>Legal Effect.</u> This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. <u>Contract and Purchase Order Issuance.</u> Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. <u>Purchase Orders.</u> Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. <u>Contract Administrators.</u> The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. <u>Contract Amendments.</u> All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. <u>Unauthorized Changes.</u> Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

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3.7. Precedence of Contract Documents. In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. <u>County Termination.</u> In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. <u>Immediate Termination.</u> The County may terminate or cancel this Contract, in whole or in part, immediately, upon written notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. <u>Termination for Convenience.</u> Either party may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' written notice to the other party, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. <u>Contractor Termination.</u> Contractor may terminate or cancel this Contract, in whole or part, upon ninety (90) Days' written notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. <u>County's Obligations Upon Termination.</u> The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall either party be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit the other party may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. <u>Contractor's Obligations Upon Termination.</u> If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in

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Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

4.5. <u>Assumption of Subcontracts.</u> If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. <u>Performance of Deliverables.</u> Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. <u>Software License(s).</u> If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.
- 5.3. <u>Financial Obligations.</u> Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. Payment Obligations. Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.



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- 5.5. Not to Exceed Amount. The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. <u>Parties Not Obligated for Penalties/Fines.</u> Neither Party shall be responsible or liable for any fee, fine, penalty, indirect, special, incidental, or consequential damages that are incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.
- 5.7. Intentionally Deleted.
- 5.8. <u>In-Kind Services.</u> Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- §6. CONTRACTOR'S WARRANTIES AND ASSURANCES
- 6.1. <u>Full Knowledge of Contract Expectations.</u> Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 6.2. <u>Complete and Accurate Representations.</u> Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. <u>Access to Contractor Policies.</u> If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. <u>Contractor Incidental Expenses.</u> Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. <u>Equipment and Supplies.</u> Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**

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- 6.7.1. Number and Qualifications of Contractor Employees. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. Control and Supervision of Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. Removal or Reassignment of Personnel at the County's Request. Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 6.7.4. Contractor Employee Identification. If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. Background Checks. At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. Contractor Employee Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. Contractor's Compliance with the Patient Protection and Affordable Care Act. If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as



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defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.

- 6.8. Acknowledgment of Independent Contractor Status.
- 6.8.1. Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.
- 6.8.2. <u>Contractor/Contractor Employee Representations.</u> Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. County Benefits and Plans. Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested postemployment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. <u>County Reliance.</u> The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. Independent Employment Status. If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. <u>E-Verify.</u> In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once



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registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Contractor is headquartered in Florida and complies with the E-Verify Program enacted in the State of Florida.

- 6.11. <u>Iran-Linked Business Certification.</u> Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. <u>Foreign Adversary Certification.</u> If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not, to its knowledge, produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 6.13. Taxes.
- 6.13.1. Contractor Taxes. Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.13.2. <u>County Tax-Exempt.</u> The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.14. <u>Warranty for Services.</u> Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Contractor acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 6.15. <u>Warranty for Goods.</u> County acknowledges that Contractor is not the manufacturer of any of the Products. Other than as expressly set forth in this Contract, any warranty with respect to the Products must come from the manufacturer. Contractor will pass through to County any applicable manufacturer warranties to the extent permissible under applicable law. All Deliverables that are goods shall be subject to the following warranties:
- 6.15.1. **Intentionally Deleted.**



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6.15.2. **Intentionally Deleted.**

- 6.15.3. Warranty of Title. All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.16. ADA and Section 508 Compliance. If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§7. LIABILITY

- 7.1. CONTRACTOR INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS, INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES. THE COUNTY'S RIGHT TO INDEMNIFICATION IS IN EXCESS AND ABOVE ANY INSURANCE RIGHTS/POLICIES REQUIRED BY THIS CONTRACT.
- 7.2. NO INDEMNIFICATION FROM THE COUNTY. CONTRACTOR SHALL HAVE NO RIGHTS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER RIGHT TO BE REIMBURSED BY THE COUNTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

7.3. **COUNTY LIMITATION OF LIABILITY.**

- 7.3.1. COUNTY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF COUNTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.3.2. COUNTY SHALL NOT BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES UNDER THIS CONTRACT.

§8. INSURANCE AND BOND REQUIREMENTS



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- 8.1. <u>Contractor Provided Insurance.</u> At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 8.2. Intentionally Deleted.
- §9. INTELLECTUAL PROPERTY
- 9.1. Contractor Use of County Licensed Software. In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. <u>Contractor License to Use County Servicemarks.</u> If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.
- 9.3. Assignment of Rights. In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 9.4. <u>Infringement Remedies.</u> If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.
- §10. CONFIDENTIAL INFORMATION

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- 10.1. Contractor Use of Confidential Information. Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.
- 10.2. <u>County Confidentiality Obligations.</u> County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA") nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.
- **§11. COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:
- 11.1. <u>Use of County Data.</u> Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate, and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor's own purposes, or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. Unauthorized Access/Disclosure or Theft of County Data. Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County.

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- 11.3. Storage of County Data. Contractor shall only store and process County Data at and from data centers located within the United States ("U.S."). Contractor shall not permit Contractor Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor may permit its Contractor Employees to access County Data remotely within the U.S. but only as required to provide the Deliverables.
- 11.4. Requirements for PCI Data. If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its current PCI DSS Attestation of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Attestation of Compliance with PCI Data Security Standard current and will provide evidence that the Attestation of Compliance is current to County upon request no more than one time per year.
- 11.5. Response to Legal Request for County Data. If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. Obligations upon Expiration, Termination or Cancellation of Contract. Accompanied by a written request by the County, at the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a reasonable and orderly manner or provide for the secure disposal of County Data as directed by County.
- **§12. INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. <u>County Standards.</u> If Contractor and Contractor Employees that will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.
- 12.2. <u>Implementation of Security Measures.</u> Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network, County Data, and Contractor's network/system(s) used to access County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 12.3. <u>Security Reporting.</u> Contractor shall provide County with its SOC2 Type 2 report, which must be assessed by an independent auditor, or provide County with a completed County security questionnaire if Contractor does not have a SOC2 Type 2 report. Contractor shall provide County with Contractor's SOC2 Type 2 report or the completed County security questionnaire, on or prior to the Effective Date of



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this Contract, and within five (5) Business Days of a written request by County during the duration of this Contract. County will not make more than one request per year for the Contractor's SOC2 Type 2 report or for the Contractor to provide County with a completed County security questionnaire, unless County has reasonable cause to do so. If Contractor has a SOC2 Type 2 report, Contractor shall keep its SOC2 Type 2 report up to date for the duration of this Contract.

§13. GENERAL TERMS AND CONDITIONS

- 13.1. Access to County Property or Facilities. As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 13.2. <u>Signs on County Property or Facilities.</u> Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management, successor, or designee.
- 13.3. <u>Use of County Property or Facilities.</u> While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. Removal of Contractor's Personal Property. At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 13.5. <u>Damage to County Property or Facilities.</u> Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.
- 13.6. <u>Damage to Contractor's Property.</u> Contractor shall be solely liable and responsible for any loss or damage to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.

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- 13.7. County's Right to Suspend Contract Performance. Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. <u>Discrimination.</u> Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, et seq. and MCL 15.321, et seq.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.
- 13.10. <u>Access and Records.</u> Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. Audit. The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of one (1) year after final payment. County shall bear all of its costs associated with the audit. If any audit discloses an overcharge or an undercharge by Contractor, the party receiving benefit of the mistake shall promptly reimburse the other party. Prior to performing an audit, any independent auditor shall execute a written confidentiality agreement acceptable to Contractor in which auditor agrees to keep in strict confidence and not to use or disclose to any third party any pricing, volume or other information obtained by the auditor in the course of the audit, except to the extent that such a requirement contravenes the Michigan Freedom of Information Act or similar statute, court rule, administrative rule, court order or constitutional or statutory right, duty or obligation of the County. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County



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within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

- 13.12. <u>Assignments/Delegations/Subcontracts.</u>
- 13.12.1. Prior Written Consent Required. Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, without obtaining written consent from County, may subcontract duties under this contract to those subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.
- 13.12.2. <u>Flow Down Clause Required.</u> Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 13.12.3. <u>Contractor Responsibility for Assigns/Delegates/Subcontractors.</u> If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 13.12.4. <u>Performance Required.</u> If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. Non-Exclusive Contract. This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be

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

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- 13.19. <u>Captions.</u> Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. <u>Waiver.</u> Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 13.21. <u>Cumulative Remedies.</u> A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 13.22. <u>Severability.</u> If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 13.23. <u>Dispute Resolution.</u> All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25. <u>Entire Contract.</u> This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



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EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

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

\$1,000,000 - Each Occurrence Limit

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

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

\$2,000,000 - General Aggregate Limit

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

- 1. ⊠ Be a Fully Insured or State approved self-insurer;
- 2. \square Sole Proprietors must submit a signed Sole Proprietor form; or
- 3.

 Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

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

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.



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Supplemental Coverages. The following supplemental coverages are required if selected (checked):

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



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General Insurance Conditions

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

- 1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County, solely to the extent that an indemnity is owed under the contract;
- 2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies, with the exception of Workers' Compensation, shall be endorsed to provide a written waiver of subrogation in favor of the County;
- 3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
- 4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
- 5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and it officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
- 6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
- 7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
- 8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
- 9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.



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EXHIBIT II



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EXHIBIT III



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EXHIBIT IV

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EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

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

- 1. <u>Termination.</u> In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
- 1.1 Right to Cure. If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 1.2 <u>Termination Deemed for Convenience.</u> If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
- 2. <u>Contractor's Obligations Upon Termination for Cause.</u> If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Reprocurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
- **3. Compliance with Laws.** Contractor shall comply with the following, if applicable:
- 3.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- 3.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- 3.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);



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- 3.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- 3.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- 3.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- 3.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et seq.)
- 3.8 The requirements of 2 CFR 200.323 (Procurement of recovered materials), including, but not limited to, section 6002 of the Solid Waste Disposal Act, as amended, and 40 CFR Part 247.
- 3.9 The requirements of 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).
- 3.10 The requirements of 2 CFR 200.322 (Domestic preferences for procurements).
- 3.11 The requirements and obligations imposed on contractors in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).
- **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- **5.** Equal Employment Opportunity. If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 5.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



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- 5.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):
☐ Printed materials
☐ Electronic materials
☐ Contractor's website: [insert website address].
Contractor shall not use the Mark for any other purpose.
The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

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



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Servicemark Guidelines

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



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



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EXHIBIT VIII

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EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

Contractor agrees to supply to County the office products that are ordered by the County, which are provided for in this exhibit and in Exhibit X, at the prices set forth therein.

1. PRICING

a. <u>Core List.</u> Items set forth on **Exhibit X** attached hereto (the "**Core List**") will be priced as set forth therein. With the exception of paper, toner/ink, and can liner items. Core List pricing will be updated on a semi-annual basis (January and July). Pricing for paper, toner/ink, and can liner items on the Core List may be updated on a calendar quarter and thereafter will be updated no more than one time per calendar quarter. Upon request, and when available, Contractor Depot shall provide County with manufacturer documentation to verify that paper, toner/ink price and can liner adjustments are being appropriately passed through to County. Contractor will meet with County on an annual basis (or as otherwise necessary) to review the items on the Core List.

Items on the Core List may be updated from time to time (to address additions, deletions, substitutions, and alternate products) in Contractor's discretion, upon notification by Contractor to County (including via e-mail).

b. <u>Non-Core Items</u>. Items not on the Core List ("Non-Core Items"), but which are identified in the primary catalog (which may be either printed or virtual) for "contract" customers that is in circulation at the time of the order ("ODP Catalog"), will be priced at a discount as shown in the below table, off of the regular sales price (promotions excluded) set forth on www.odpbusiness.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, the price offering set forth in the first sentence of this subsection may not apply to (i) products in the following categories (as such categories are identified on www.odpbusiness.com): Custom Printing, Copy and Print Services, Promotional Products, Gift Cards, and Warranties; and (ii) clearance items, and/or promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "Excluded Categories"). Non-Core Items that are not identified in the ODP Catalog but which are available on www.odpbusiness.com at the time of order ("ODP Web Assortment") shall be priced at web match as set forth on www.odpbusiness.com at the time of order.

ODP Catalog	
Product Category	Percent Discount
Technology	10%
Furniture	20%
Cleaning & Breakroom	15%
Paper	25%
Ink/Toner	15%
Binders	20%

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Filing/Dated/Forms	25%
Mailing/Shipping/Labels/Notetaking	20%
General Office Supplies	25%
School Supplies	25%
Storage	20%
Writing	25%
Other	15%

- <u>Delivery/Minimum Order Value</u>. Contractor shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding certain attributes regarding weight and/or dimensions, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
- 3. America Saves Program. The County has determined to permit Contractor use of the terms and conditions of this Contract to sell Products and Services to other governmental entities ("Participating Agency") as part of the "America Saves" Program (the "Program"). The terms of this arrangement between County and Contractor are set forth in a separate agreement. In no event shall County be considered a dealer, remarketer, agent or other representative of Contractor.

ADDITIONAL PROGRAM TERMS

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

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

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

Annual Spend	Rebate Percentage

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\$0.00 - \$150,000.	0
\$150,000.01 - \$500,000.	2%
\$500,000.01 - \$1,000,000.	3%
\$1,000,000.01 +	4%

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

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

3. Aggregate America Saves Spend Rebate. If at the end of each Contract year, the annual aggregate Spend of the County and America Saves Program Participating Agencies reaches Twenty Million Dollars (\$20,000,000.00), Contractor shall pay an additional rebate to County and each Participating Agency within sixty (60) days of the end of each Contract Year. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
\$20,000,000 \$29,999,999.	0.25%
\$30,000,000 \$39,999,999.	0.50%
\$40,000,000 \$49,999,999.	0.75%
\$50,000,000. +	1%

4. Annual Administrative Fee. Provided County is in compliance with the payment terms set forth in this Contract, Contractor shall pay County, as Lead Agency for the America Saves Program, an Annual Administrative Fee ("Fee") of one-half of one percent (.5%) of Participating Agency Spend per Contract Year. The Fee will be paid to County semi-annually within sixty (60) days of January 1st and July 1st of each Contract Year.



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EXHIBIT X CORE LIST

	Office Supplies Core List		
SKU	Item Description	UOM	Sell Price
196517	PAPER X-9 8.5 X11 20LB 10CA	СТ	\$38.99
6028288	PAPER OD COPY 20LB 11 10RM CS	СТ	\$38.99
273646	PAPER COPY WHITE TOP 10/CA	СТ	\$38.99
938019	FOLDER LTR 11PT FASTENER 50/BX	BX	\$17.89
198802	FILE STRGE ECON LTR/LGL 12CT	СТ	\$29.00
330808	ENVELOPE CLSP RCYCL 9X12 100BX	BX	\$16.49
305466	PAD PERF 8.5X11 OD LGL RLD 12P	PK	\$7.99
1385290	Coppertop AA Alkaline 36 pk	PK	\$17.99
810838	FOLDER LTR 1/3CUT 100BX MANILA	BX	\$5.99
485722	Logitech Wireless Combo MK270	EA	\$21.30
916403	LABEL LSR ADDR WHT 7500CT	BX	\$54.49
839483	MEPRC1 BLACK BALLISTIC NYLON	EA	\$123.49
330888	ENVELOPE CLASP 28LB #97 100BX	BX	\$10.59
3624436	Fastn Fldr Ltr Manila 1/3 50ct	BX	\$10.49
1394785	End Tab Fldr str Ltr Man Reinf	BX	\$16.10
633888	ENVELOPE #10 PLN 24# 500CT WHT	BX	\$10.49
609336	TAPE DRYLINE GRIP 2PK BLU&PURP	PK	\$4.89
336977	POST-IT MIAMI 3x3 24PK	PK	\$16.99
420994	NOTE OD 3X3 YLW 18PK	PK	\$3.99
452913	TAPE ECO MAGIC 3/4 x900 10PK	PK	\$18.99
364364	LABEL LSR ADDR WHT 3000CT	BX	\$24.69
1385335	Kleenex Facial Tissue	СТ	\$50.99
203349	MARKER SHARPIE FINE DZ BLACK	DZ	\$6.15
875250	TAPE 3/4X1000 12RL	PK	\$23.49
124235	USB ELITE EDGE 32GB	EA	\$7.00
826876	TAPE CORRECTION WITEOUT 10PK	PK	\$12.89
254089	TAPE CORRECTION LP DRYLINE 2PK	PK	\$4.09
200476	FILE R-KIVE KRAFT HVDTY 12CT	СТ	\$64.99
801196	DRIVE USB SANDISK 64GB	EA	\$9.99
305706	PAD PERF 8.5X11 OD 12PK LGL RL	DZ	\$7.99
7637629	USB 2.0 SPORTBLACK 8G 10PK	EA	\$49.49
991152	BATTERY COPPERTOP AAA 36 CT	BX	\$26.99
8013122	SCANSNAP IX1600 SCANNER WHITE	EA	\$419.99



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438225	FLAGS POST IT 4/PK BRIGHT	PK	\$6.09
664011	PEN ROUND STIC BIC 60CT BLACK	BX	\$3.49
330744	ENVELOPE CLASP KRAFT 6X9 100BX	BX	\$6.55
396241	BINDER OD VIEW RR 2 WHITE	EA	\$2.49
345645	PAPER COPY 8.5X11 500SH GRN	RM	\$4.99
683244	ENVELOPE CAT 100BX 9X12 BRN	BX	\$9.80
282127	MOUSE WIRELESS M325s BLACK	EA	\$15.50
567775	LABEL FILING EXTRA LARGE WHT	PK	\$13.90
306902	PAD PERF 5X8 LGL WHT RLD 12PK	DZ	\$5.80
141467	TAPE INVIS .75INX36YDS 12PK	PK	\$10.99
879518	4GB FLASH DRIVE USB 2.0 BLACK	EA	\$2.40
9165567	3PK 4GB FLASH DRIVE COMBO	EA	\$5.75
1390240	Sharpie 36CT Fine Blk Box	PK	\$18.25
463620	LABEL LSR SHIP WHT 1000CT	BX	\$23.00
726230	PLATE PPR 9 GRNLBL UNCOAT	СТ	\$36.99
182741	PEN FLAIR PNTGRD DZ BLK	DZ	\$9.90
587526	BATTERY ALKA AAA 20	PK	\$15.99
345660	PAPER COPY 8.5X11 YEL 500SH	RM	\$4.99
952733	PEN RT GEL G2 1.0MM DZ BLACK	DZ	\$11.19
115074	INK PGI-35/CLI-36 2/PK BLK/CLR	PK	\$36.90
604924	CHAIR TASK COMMERCIAL BLACK	EA	\$169.99
642375	DRIVE USB STORE'N'GO 8GB	EA	\$3.40
212634	PENCIL GOLF SHRPND 144PK YLW	PK	\$3.89
6190010	Legal Pad Junior 5x8 Asst	PK	\$11.25
432255	STAPLES STANDARD 5 PACK	PK	\$3.90
756068	BNDR 1 VIEW 2PK LE	PK	\$5.79
196643	PAPER X-9 8.5X14 20LB 10/CASE	СТ	\$51.99
9045921	PNY 64GB TURBO ATT3 5-PACK	EA	\$27.00
764426	BOOK MEMO TOPWIRE 3X5 CR 3PK	PK	\$0.65
106835	INK CANON PGI-35 BLACK	EA	\$14.99
543280	MANILA FF LTR 1/3 CUT	BX	\$6.09
6015359	REPORTER NOTE 80 SHEETS	EA	\$1.40
110284	DUSTER OFFICE DEPOT 100Z 6PK	PK	\$18.49
970485	CERTIFICATE OPT W/SEAL 25 GOLD	PK	\$2.99
699459	TAPE CORRECTION 6PK ASTD	PK	\$4.75
562102	AWARDS CERT HOLDER BLK 10PK	EA	\$7.99
533400	STENO 70CT. GREGG RULE WHI	DZ	\$6.20
307389	PAD STENO 6X9 GREGG DOZ 70SHT	DZ	\$8.25



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9684150	INK HP 4-PACK 962 CMY BLK	EA	\$92.99
210016	BINDER ODP VW RR 3 WHITE	EA	\$3.99
944280	LABEL LSR FILE BLUE 1500CT	BX	\$22.00
5929458	GLOVES NITRILE EXAM LG BLK BX	BX	\$3.99
348201	ENVELOPE #10 24.LB WHT 500BX	BX	\$14.89
948486	5PK 8GB USB 2.0 FLASH DRIVE	EA	\$31.70
753313	LABEL SHIPPING RL 2.5X4	RL	\$14.49
625502	PadLegal 8.5x11.75 Canary 50Sh	PK	\$6.25
911245	DUSTER OFFICE DEPOT 10oz 3PK	PK	\$9.99
579750	STAPLER RDCD EFFRT FL STRP BLU	EA	\$12.90
128844	HIGHLIGHTER 12PK YELLOW	DZ	\$2.49
325503	MOISTENER ENVELOPE 4-PACK	PK	\$8.69
443296	NOTE OD 3X5 YLW 12PK	PK	\$4.29
348037	PAPER COPY OD CASE 10-REAM_	CT	\$38.99
330920	ENVELOPE CLASP 10X15 100BX	BX	\$11.59
781242	MARKERS PRMNT FN RCYL 12PK BLK	DZ	\$2.69
965232	TAPE CORRECTION OD 12PK	PK	\$8.89
486635	BOARD BLTN FAB 2GLS SWG DR 3X4	EA	\$365.90
287154	BOX STOR/FILE LTR/LGL BSC 10PK	PK	\$17.99
702325	CASE COMPUTER WHEELED	EA	\$77.00
863487	BATTERY C CELL BULK PKG	BX	\$18.99
877505	TAPE CORRECTION LP RCYCLD 2PK	PK	\$3.59
330768	ENVELOPE CLASP 28LB #63 100BX	BX	\$6.89
182725	PEN FLAIR W/PNTGRD BLUE DZ	DZ	\$9.90
8720332	BACK-UPS 850VA 2 USB CHARGING	EA	\$127.00
460739	DRIVE PINSTRIPE 16GB BK	EA	\$7.50
6147495	USB 3.0 SPORTBLUE 16G 5PK	EA	\$28.90
423582	PEN ROUNDSTIC BIC MED BLACK	DZ	\$1.00
6678762	PRINTER CANON PIXMA TR150	EA	\$204.99
919813	PAD PERF DKTGLD 8.5X11 WHT LGL	DZ	\$21.20
206890	PEN RT LIQ RB V5 XFINE DZ BLUE	DZ	\$13.29
908210	STAPLER ECON FULL STRIP BLACK	EA	\$6.00
963447	PAD PERF DKT 8.5X11 CAN LGL	DZ	\$20.49
828720	2 CIRCLE INVENTORY LABELS	RL	\$18.50
479596	TAPE BLACK ON WHITE 2PK	PK	\$21.49
442306	NOTE OD 1.5 X2 12PK YELLOW	PK	\$1.40
790801	PEN RETRACT G-2 FN BLUE	DZ	\$11.19
4374225	BOARD BULLETIN 36X48	EA	\$159.99
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503222	NOTE POST-IT POP-UP SS 16PK YW	PK	\$12.89
207037	PEN RT GEL G2 1.0MM DZ BLUE	DZ	\$11.19
618405	TISSUE KLEENEX BOUTIQUE 6PK	PK	\$11.99
221784	CLIP PAPER JMB PRM SMTH OD 5PK	PK	\$3.25
561922	REFILLS GOLD FOIL 15SHEETS FLR	EA	\$5.49
551373	LABELS INV CIR 2IN PRP	RL	\$15.80
268091	PAD GUM 8.5X11 OD WHT LGL RLD	DZ	\$6.75
543559	COLOR FAST FLDR 1/3 LTR RED	BX	\$11.29
305289	TAPE MAGIC SCOTCH 24/PK	PK	\$43.00
182733	PEN FLAIR W/POINTGUARD DZ RED	DZ	\$9.90
4995346	TONER HP 147A BLK	EA	\$167.79
578825	TAPE MAGIC SCOTCH 3/PK	PK	\$18.00
128853	HIGHLIGHTER 12PK ASSORTED	DZ	\$2.49
208819	OD DUR VW 1 BINDER WHITE	EA	\$1.99
561339	CLIPS BINDER 24PK MED BLK	PK	\$1.00
363792	TAPE PCKNG 48MMX 50M 6PK	PK	\$24.65
190778	CUP PLASTIC 3OZ 2500	СТ	\$63.99
899948	LABEL REMOVABLE CIR 2 FGRE	RL	\$47.89
844803	ENVELOPE INTEROFFICE 10x13 100	BX	\$20.49
116273	BLEACH NONBRND 1GALLN CLEAR	СТ	\$20.99
604349	TONER STANDARD BROTHER BLACK	EA	\$34.40
421006	DATER SELF-INKING W/EXTRA PAD	EA	\$5.39
879800	TAPE CORRCTION WITE-OUT PN 4PK	PK	\$7.69
255453	PEN VBALL GRIP FINE DOZ BLUE	DZ	\$15.90
212149	BINDER OD VW DR 1.5 WHITE	EA	\$2.99
546871	EXPANDING PKT LETTER 5 1/4	BX	\$10.00
597196	DVD-R 4.7GB 16X 100 SPINDLE	EA	\$14.89
498811	SHEET PROTECT OD STD CLR 100/BX	BX	\$3.69
528712	MARKER DRYERASE EXPO 12PK ASTD	DZ	\$8.89
825190	CLIP BINDER MED 1.25IN 144/PK	PK	\$5.49
451898	MARKER PERM UFINE SHARP DZ BLK	DZ	\$7.79
952558	PEN GEL LIQUID RT DZ BLUE	DZ	\$12.79
917110	DVD+R 4.7GB 16X 100PK SPINDLE	PK	\$15.40
345694	Paper Xerox Ivory RM	RM	\$4.99
5716283	USB 2.0 ATTACHE4 16GB 5PK	EA	\$22.00
179919	HOLDER JOBTCKT 9X12 10PK CLR	PK	\$3.49
967292	HEADSET ENCORPRO HW510	EA	\$62.85
824848	2 CIRCLE INVENTORY LABELS	RL	\$18.50
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852262	CARTRIDGE INK CANON CLI-36 CLR	EA	\$15.90
295825	PEN ZEBRA Z-GRIP RT 24PK BLK	PK	\$6.99
458612	SCISSORS STRT 8 2/PK BLK	PK	\$2.00
308239	CLIP PAPER JMB SMTH OD 10PK	PK	\$4.49
696386	WIPES DSNFCT AL PRP CLRX	PK	\$13.99
376674	PAD STENO 6x9 80SHT 4PK WHITE	PK	\$7.90
173336	DISPENSER TAPE DSKTOP 3/4 BLK	EA	\$1.79
564853	REELS CARABINER BADGE 4/PK	PK	\$2.39
909713	RUBBERBAND PCG #117B 7 1#	BX	\$3.49
543397	MANILA FF LGL 1/3 CUT	BX	\$8.99
299847	NOTES SUPER STICKY 3x3 YW	PK	\$10.29
542929	HIGHLIGHTERS RCYCL 12PK ORANGE	DZ	\$2.49
345686	PAPER CPY 8.5X11 RM GOLDENROD	RM	\$4.99
741985	BATTERY PROCELL AA 24PK	BX	\$9.99
491694	SHEET PROT OD STD CLR 200/BX	BX	\$7.09
274574	8GB USB 2.0 FL DR PINSTRIPE BL	EA	\$4.00
196652	PAPER X-9 11X17 20LB 5/CASE	CA	\$46.90
255876	ROUND STICK MEDIUM BLUE 60/BX	BX	\$3.49
197473	PLATES ULTRA 8-1/2 PATHWAYS	CA	\$53.99
255464	PEN VBALL GRIP FINE DOZ BLACK	DZ	\$15.90
554463	TONER HP LJ CE255A BLACK	EA	\$130.78
624900	PRTCTR SHT HW NONGLR 100BX	BX	\$5.89
514228	NOTE POST-IT POP-UP SS 18PK CT	PK	\$17.29
915128	REFILLS SLVR FOIL 15SHEETS BLU	PK	\$5.49
458914	BATTERY AA ALKALINE 24/PK	PK	\$18.99
308114	CLIP PAPER NSKID OD JMB 10PK	PK	\$4.49
1230652	Yellow 3x3 18 pads/pk	PK	\$13.29
620308	Centon DataStick Pro - USB fla	EA	\$38.00
830231	HEWLETT PACKARD 935 CMYB 934XL	EA	\$73.75
123073	REST PHONE MICROBAN SOF2 BK	EA	\$6.99
5294590	TONER LEXMARK RTN 78C10K0 BLK	EA	\$65.99
7252047	KFI KOOL Stack Chair	EA	\$153.55
894654	MAXWELL HOUSE MSTR 1.10Z 42/CA	CA	\$22.99
795906	PAD PERF DKTGLD 8.5X11 CAN LGL	DZ	\$25.45
908194	STAPLER DESK STD FULL BLACK	EA	\$8.69
1451854	Thermal Pouch 8.9 x11.4 200pk	EA	\$24.69
1376317	Folders File Ltr-Size Red	BX	\$9.09
8243846	NOTES POPUP SS MIAMI 18PK	PK	\$17.29
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365706	PEN BP BIC VELOCITY DOZ BLUE	DZ	\$4.90
287652	DRIVE USB 3.0 128GB SANDISK	EA	\$23.25
307397	PAD PERF 5X8 CAN LGL RLD 12PK	DZ	\$3.80
828600	2 CIRCLE INVENTORY LABELS	RL	\$18.50
385702	TONER HP 80A BLACK	EA	\$97.50
475823	chairmat econo 45x53 wide lip	EA	\$31.99
297846	32GB JETFLASH 760 FLASH DRIVE	EA	\$8.00
493876	CHAIR MFTC200 TASK BLACK	EA	\$129.99
779964	PEN PM INKJOY 300RT 1.0 DZ BLK	DZ	\$2.99
307928	PEN PROFILE PM BOLD DZ BLACK	DZ	\$7.29
825182	CLIP BINDER SM 3/4IN 144/PK	PK	\$2.25
314928	DVD-R VERBATIM 100PK	PK	\$29.00
800332	LETTER OPENER SLIDE ASTD	EA	\$0.35
518046	PAPER LSR CUT PERF 3 2/3 5/CT	СТ	\$45.00
6843160	FOLDER 2PK LIGHT BLUE 25PK	PK	\$3.69
458621	PAPER 65#C 96B 250PK B/WHITE	PK	\$11.69
818629	PAPER THRML RL OD 3-1/8 50 CT	СТ	\$121.89
420919	PAPER ASTRO PULSAR PINK	RM	\$7.99
203174	HIGHLIGHTER MAJ ACC YEL DOZ	DZ	\$5.25
815082	CART LUGGAGE SAMSONITE	EA	\$18.00
545469	BATTERYCOPPERTOP AAA 24PK	PK	\$18.99
757931	PAD REPORTER 70SHT 4x8 4PK WHT	PK	\$19.99
1393219	THERMAL MOB PRINT ROLL 10PK	PK	\$8.49
810994	FOLDER HNG LTR 1/5CUT 25BX GRN	BX	\$5.29
345637	PAPER COPIER 20# LTR BLU 500SH	RM	\$4.99
8517865	WP MOMENTUM MESH HB CHAIR BLK	EA	\$235.00
172528	PAD NTE POST 3 X5 12/PK YEL	DZ	\$13.49
741955	BATTERY COPPERTP AA 24/BX	BX	\$16.99
761135	THERMAL POUCHES 5 MIL 100 PA	PK	\$7.79
396291	BINDER OD VIEW RR 1 WHITE	EA	\$1.69
502517	RIBBON PRT 23XX 24XX 25XX	EA	\$12.00
4054114	G2 Gel Pen Fine Pt. Black 12pk	DZ	\$11.19
268081	BOOK STENO RECY GREGG 80PG WHT	DZ	\$16.00
634277	Pad Legal 5 x 8 Astd 50 Sh	PK	\$2.95
9797174	Laptop Adjustable Riser	EA	\$31.00
828752	2 CIRCLE INVENTORY LABELS	RL	\$18.50
103977	FOLDER FST SFSHLD 50BX LTR MNL	BX	\$41.49
694185	TOWEL PAPER 2PLY 30RL/CA WHITE	CA	\$31.99
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810929	FOLDER HNG LTR 1/3CUT 25BX GRN	BX	\$5.89
122996	TAPE MAGIC BONUS C60 10PK	PK	\$19.99
508359	PLATE COATED 8.75 120PK	PK	\$5.99
723688	NOTES 3X3 POP-UP DEEP CLR 12PK	PK	\$3.99
461949	Paper Pastel 24# 8.5X11 Green	RM	\$5.90
179200	Centon DataStick Pro - USB fla	EA	\$40.25
546318	TISSUE KLEENEX NATURALS 48BX	СТ	\$84.99
673085	CUP PERFTOUCH HOT 12OZ 20/25PK	СТ	\$80.99
589483	PAPER FILLER WR 10.5X8 150CT	PK	\$1.69
467809	JABRA PRO 920 - headset	EA	\$205.00
1376587	Five Pack SF1 Staples	PK	\$4.16
944272	LABEL LSR FILE 1500/PK WHT	PK	\$25.25
401624	COPYHOLDER DESKTOP BK	EA	\$9.00
546565	CLASSIFICATION LTR 1 DIV	BX	\$37.99
491203	ENVELOPE COIN GUM #7 KT 500/PK	BX	\$14.50
776321	CALCULATOR PRINTING EL-1197P	EA	\$94.90
293433	WIPES SACHETS SCRNCLNG 100PK	PK	\$8.49
5428347	SD EXTREME PORTABLE SSD 1TB	EA	\$169.99
782165	FOLDER CLASS 1DIV LTR 10BX BE	BX	\$16.69
322674	NOTES RECYCLED LINED 4x6 5PK	PK	\$11.19
837398	Notes Post-it SupSticky JwlPop	PK	\$17.25
422761	LABEL LSR SHIP FLO ASTD 150CT	PK	\$13.40
875652	SOLO 12OZ PAPER HOT CUP	СТ	\$59.99
951781	OD BOARD D/E 24X36 ALUM	EA	\$26.69
5800956	5PK 8GB PINSTRIPE USB FLASH	EA	\$19.50
4352016	TAPE CORRECTION WITEOUT 18PK	PK	\$21.49
314934	ORGANIZER OVAL BLACK	EA	\$4.99
525000	MARKER PERM SHARPI FN 12PK BLK	DZ	\$14.99
769000	HOLDER CERTIFICATE BLACK	PK	\$6.49
4480321	COFFEE MAKER 14 CUP BLACK	EA	\$90.99
9182813	8GB FLASH USB2.0 BLK COMBO PAC	EA	\$6.75
217018	BINDER JB VW RR 1 WHT 12pk	СТ	\$14.99
344566	TISSUE KLEENEX FACIAL WE 12/CT	СТ	\$24.99
732987	NOTES 3x3 RECYCLE 24PK TROPIC	PK	\$17.89
432479	NOTES POST-IT POP-UP SS 12PK	PK	\$13.09
526696	MARKR DRYERS EXPO2 FN 8PK ASTD	PK	\$5.89
7881526	FOLDER LTR1/3 100BX PRIMYASRTD	BX	\$9.09
542821	MANILA FF LTR STRAIGHT CUT	BX	\$7.19



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941815	POST-IT PAD RECYCL 1 3/8X1 7/8	DZ	\$4.89
681268	TAG KEY ROUND 50PK	PK	\$2.35
781692	INK HP 950 XL BLACK	EA	\$46.45
993239	STAPLER DESKTOP CLASSIC FLSTRP	EA	\$5.89
337994	DUSTER OFFICEDEPOT 100Z 12PK	PK	\$36.99
472198	PLATE WISESIZE PATHWAYS 8.5	PK	\$12.99
627400	FILTER PRIVCY FRMELSS PF23.8W9	EA	\$103.00
991120	BATTERY COPPERTOP D 12PK	PK	\$19.99
8968147	USB PNY 2.0 ATTACHE 3 16G 10PK	EA	\$32.35
7052214	SUGAR CNSTR EXC SUITE 200Z/3PK	PK	\$5.49
341881	BOARD DE MAG DESKPAD 18X6 WHT	EA	\$29.09
951774	RS BOARD MAG D/E 36X48 ALUM	EA	\$59.99
423596	HOLDER FORM LTR/A4 BTM OPENING	EA	\$21.60
581985	TAPE CORRECTION 4-PACK WE	PK	\$5.29
546808	REDROPE WALLET 5 1/4 LGL	BX	\$24.90
320532	SORTER FILE STEP BLACK	EA	\$14.49
584260	NOTE POST-IT 1.5X2 24/PK	PK	\$7.99
307944	PEN PROFILE PM BOLD DZ BLUE	DZ	\$7.29
1394803	Rcyl FF Ltr 1/3 Man 100ct	BX	\$10.19
964254	FOLDER LTR SGL 11PT 1/3 LAV	BX	\$27.99
1370863	9V Coppertop Batteries 4pk	PK	\$13.99
5254792	PENS GEL G2 1.0MM BLU TUB	PK	\$39.99
545863	MANILA JKT LTR FLT REINF	BX	\$14.59
677318	PEN BALLPT WOW MED	DZ	\$3.89
911900	CHAIRMAT VALUE 36X48	EA	\$12.50
307512	ERASER DRY ERASE EXPO	EA	\$1.69
683262	ENVELOPE CAT 100BX 10X13 BRN	BX	\$11.29
659649	PEN UNIBALL FINE ONYX DZ BLACK	DZ	\$4.49
333036	KLEENEX FACIAL TISSUE BUNDLE	PK	\$8.99
195369	Verbatim USB Drive USB flash d	EA	\$9.99
212239	RINGS BOOK 100PK 1" SILVER	PK	\$2.99
208243	BINDER ODP VW RR 0.5 WHITE	EA	\$1.49
1373923	Gel 07 Black 12pk	DZ	\$7.99
1376335	Folders File Ltr-Size Blue	BX	\$9.09
161077	WIRELESS MOUSE M185	EA	\$11.69
425885	pen energel 0.7mm dz blue	DZ	\$13.00
106541	PEN EASYTOUCH RTRCBL MED BLUE	DZ	\$6.89
6761706	Print Cartridge MP 601	EA	\$79.99
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270556	DENICADAÇA CEL DZ SUUE	57	40.00
270556	PEN SARASA GEL DZ BLUE	DZ	\$9.99
755290	HIGHLIGHTER PCKT 12PK ASSORTED	PK	\$5.49
434207	INK 951CMY/950XL COMBO HP	EA	\$101.19
169157	MARKERS PRMNT FN RCYL 12PK RED	DZ	\$2.69
5524950	WIPES DISINF CRISP LEMON CS CS	СТ	\$34.99
172510	NOTE CANARY YELLOW 3x3 12PACK	PK	\$9.95
811839	POST-IT MIAMI 4x6 5PK	PK	\$10.89
308957	CLIP BINDER LARGE 2IN 12BX	BX	\$1.25
976344	divider index 8tab/4pk astd	ST	\$2.80
206883	PEN RT LIQ RB V5 XFINE DZ BLK	DZ	\$13.29
7956561	CREAMER CNSTR EXC STE 12OZ/3PK	PK	\$5.49
179230	STAPLER ELECTRIC OPTIMA 45	EA	\$59.89
239400	TAPE LETTERING .5 BLACK/WHITE	EA	\$12.00
625529	PadLegal 8.5x11.75 White 50 Sh	PK	\$7.00
458121	PAPER ASTROBRIGHTS 24# FUCHSIA	RM	\$7.99
757784	CARTRIDGE RIBBON LQ-590	EA	\$12.99
110187	DIVIDER TABBING PRINT 1.75	PK	\$4.29
415155	TOWEL PPR TAS 110SHT MSTR 8PK	CA	\$33.99
477727	CLIPBOARD OD 3/PK WOOD	PK	\$4.20
444970	TAPE PKG 2 X800 6/PK CLEAR	PK	\$11.89
9736953	RS STANDING DESKRISER BLACK	EA	\$222.00
612271	LABEL SHIP OD IJ 250CT WHITE	PK	\$9.99
612855	SCISSORS 8 STRT 2PK TITANIUM	PK	\$5.25
330776	ENVELOPE CLASP 28LB #75 100BX	BX	\$8.59
509489	INK HP 63XL TRICOLOR	EA	\$41.00
750067	SIGN HERE TAPE FLAG	PK	\$3.99
272141	PAD PERF DKTGLD LGLRLD 5X8 6PK	PK	\$3.69
420935	PAPER ASTRO LTR SLR YEL	RM	\$7.99
573139	LABEL TAB F-F 3.5X15/16 1 ACR	BX	\$21.49
478156	Paper Xerox Lilac RM	RM	\$4.99
812808	CARTRIDGE INKJET HP 98 BLACK	EA	\$34.10
254680	ENVELOPE REDISEAL 28# 9.5X12.5	BX	\$35.10
925382	PAPER COPY 3 REAM/CASE	CA	\$13.99
806849	HIGHLIGHTER TANK 36PK YELLOW	PK	\$14.99
421444	LABEL DURABLE ID 8.125X5 100CT	BX	\$32.00
255815	PAPER ASTRO LTR COSMIC ORANGE	RM	\$7.99
384622	PEN ROLLERBALL GEL P700 DZ BLU	DZ	\$11.19
3073810	PNY 32GB TURBO ATT3 USB 3-PACK	EA	\$14.49
			



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814395	DESKTOP WIRELESS MK235 GREY	EA	\$19.55
330960	ENVELOPE CLASP 12X15.5 100BX	BX	\$15.19
587463	BATTERY ALKA AA 20	PK	\$15.99
109282	PAPER THRML 3-1/8X230 OD 10PK	PK	\$24.80
427281	PUNCH 2HOLE 50SHEETS BLACK	EA	\$13.00
542884	HIGHLIGHTER RCYCL 12PK BLUE	DZ	\$2.49
9464260	SLEEVE CD/DVD PAPER 50 PK	PK	\$1.50
163460	STAPLER ELECTRIC HEAVY DUTY B8	EA	\$32.49
855883	RUBBERBANDS SZ33 1#	BG	\$2.25
126019	FILE QCK STORAGE ECON LTR/LGL	CA	\$47.49
220690	TAPE MP 1.89X54.6 6PK CLEAR	PK	\$4.99
508450	SPOON PLASTIC 100CT WHITE	PK	\$3.09
475627	chairmat advntg 36x48 std lip	EA	\$26.10
473336	TAPE CORRECTION WITEOUT 2PK	PK	\$5.09
6182331	COFFEE KCUP EXSUITE VARIETYPK	CT	\$22.99
563300	NOTES 3x3 REC 24PK PASTEL	PK	\$17.19
272176	NOTE PST-IT(R) POP-UP 3X3 PK12	PK	\$12.19
619627	HIGHLIGHTER PKT ACCENT FLYL DZ	DZ	\$5.49
8962631	SD ULTRA PLUS SANDISK 32GB	EA	\$10.00
145994	ENVELOPE CATALOG KRAFT 9X12	BX	\$36.60
597030	NOTES 1 1/2X2 24PK PST	PK	\$8.99
536373	CLENER DSNFCT WIPE FRSH 6EA/CA	СТ	\$30.99
689082	NOTE POPUP RCYLD 3x3 12PK PSTL	PK	\$12.19
9317685	TONER TN7602PK BRTHR HY BLK	EA	\$104.90
8929110	PNY 32GB TURBO ATT3 USB 5-PACK	EA	\$23.49
425815	pen energel 0.7mm dz blk rtx	DZ	\$13.00
612011	LABEL ADDR OD LSR 3000CT WHITE	PK	\$14.00
828576	2 CIRCLE INVENTORY LABELS	RL	\$18.50
6831388	Mesh Wall File Letter Black	EA	\$4.00
1373914	Gel RT 05 Blue 12pk	DZ	\$7.99
839148	PAPER PASTEL YELLOW CTN	СТ	\$48.99
698878	COVER PORTFOLIO 11.75X9.5 DBLU	BX	\$5.39
614651	FRAME ADHESIVE LTR BK 2PK	PK	\$13.00
948518	4PK 16GB USB 2.0 FLASH DRIVE	PK	\$21.00
921099	Arrows Value Pk .47 x1.7 Asst	PK	\$5.19
828342	TABS DURABLE 2 24PK ASTD	PK	\$3.09
356247	MOUSEPAD WRISTREST GEL BLK	EA	\$10.00
344344	BADGE CARDREEL 4 ASTD TRNSLCNT	PK	\$1.35
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633984	ENVELOPE #10 SEC C/S 500BX	BX	\$15.10
728367	PEN B2P BLPT RCYLD FN DZ BLK	DZ	\$7.10
9066778	TAPE CORRECTION 1PC	BX	\$16.89
892898	Highlighter Brite LinerAST 24	BX	\$4.99
779982	PEN INKJOY 300RT O/S BE	DZ	\$2.99
914097	LABEL IJ FILE WHT 750CT	PK	\$15.90
960179	ENVELOPE COIN #3 28#	BX	\$14.79
449421	FOLDER HANGING LTR 1/5	BX	\$12.99
272192	NOTE PST-IT(R) POP-UP 3X3 PK12	PK	\$11.89
960336	ENVELOPE COIN #5-1/2 28#	BX	\$19.85
424152	PAPER ASTROBRIGHT 65# LTR BLU	PK	\$13.25
951910	PAD PERF RECY 8.5X11 WHT LGL	DZ	\$16.50
203356	MARKER SHARPIE FINE DZ RED	DZ	\$6.15
543587	CARD LSR BIZ WHT 250PK	PK	\$7.49
171953	BIFOLD WRITING PAD	EA	\$14.69
595747	DIVIDER INDXMKR 12TAB 5/PK WHT	ST	\$26.69
754871	MARKER CHISEL SHARPIE BLACK	DZ	\$7.79
209692	BINDER ODP VW RR 2 WHITE	EA	\$2.69
548999	POST-IT MIAMI 3x3 10PK	PK	\$10.69
877664	NOTES POST-IT POP-UP 3X3 12PK	PK	\$12.19
569587	ENVELOPE BULK CLSP 9 X 12 BRN	BX	\$18.00
634313	Book Steno 6x9 White 70 Sh	PK	\$2.79
487454	BACKPACK TECTONIC	EA	\$120.50
944264	LABEL LSR FILE ASTD 750CT	PK	\$13.65
8867272	BINDER OD VW DR 1 WHITE 4PK	PK	\$8.99
837584	POST-IT FLAGS VALUE PACK 5/PK	PK	\$6.99
543541	COLOR FAST FLDR 1/3 LTR GRE	BX	\$11.29
523218	INK CARTRIDGE HP 63XL BLACK	EA	\$40.17
653444	INDEX RG BK 8TAB 11X8.5 AST	ST	\$0.65
683199	ENVELOPE CLN SL 6X9 250BX BRN	BX	\$13.59
108610	THERMAL ROLL 2-1/4 OD 6/PK	PK	\$7.00
786236	POCKET FILE LTR EXPAND 3.5	BX	\$21.69
218412	CARTRIDGE TAPE BLACK ON WE	EA	\$11.25
270600	PEN SARASA GEL 12/PK BLACK	PK	\$9.99
775666	CARTRIDGE TAPE FLEX 1/2	EA	\$13.49
339363	GRIPPER FNGRTP SZ 7 AST	PK	\$5.70
202812	MARKER FELT PERM KING SIZE DZ	DZ	\$9.99
6487019	INK EPSON T822 BLK XL CMY	EA	\$62.10
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328013	JACKET SLASH LTR SIZE GREEN	PK	\$17.29
322799	MONITOR STAND BLACK	EA	\$21.49
852154	PEN BP RT Z-GRIP BLUE 24PK	PK	\$6.99
6452849	NOTES CAPE TOWN 1.5X2 24PK	PK	\$12.49
6861511	NOTES SS 2X2 MIAMI 18PK	PK	\$9.69
610663	KEYBOARD WIRELESS K270	EA	\$22.00
735067	PAD LGL RULD PERF 5X8 WE	DZ	\$19.99
542488	COLOR FF LTR 1/3 CUT - GREY	BX	\$9.09
172460	PAD NTE POST 1.5 X2 12PK YEL	PK	\$4.19
721700	STAPLER DSK OPTIMA40 RDCD EFRT	EA	\$20.49
740016	TIMECARD WK M-S 1SIDE 100PK	PK	\$2.49
543640	MANILA FSTNR FLDR LTR 1/3	BX	\$12.00
6330442	Pen Energel Rtx Dlx Be	DZ	\$12.79
8013113	SHARPIE GEL 0.7MM 12OS BLACK	DZ	\$8.25
8013905	SHARPIE GEL 1.0MM 12OS BLUE	DZ	\$8.49
203158	MARKER MED MAJOR ACCENT TUR BL	DZ	\$5.25
124407	PENCIL MECH E-SHARP .7MM DZ	DZ	\$6.29
809939	POST-IT PAD 12/PK 1.5X2 ASTD	PK	\$4.89
542812	HIGHLIGHTERS RCYCL 12PK PINK	DZ	\$2.49
504808	NOTE PST-IT SSTCKY 4X6 5PK YEL	PK	\$10.29
213436	GRIP FINGERTIP SZ 5 10/BX ASTD	BX	\$4.99
865567	PEN RETRCT VEL GEL .7MM DZ BLU	DZ	\$4.25
560394	CLIPS BINDER 36PK SMALL BLACK	PK	\$0.59
703292	CUPS HOT HGHMRK CMPST 12OZ	СТ	\$58.99
299034	CASE LAPTOP WHLD 15.4 BLK	EA	\$59.89
487120	TAPE W/DISPENSER 4/PK	PK	\$17.85
278093	SHIPPER SS 6X9.375 250BX	BX	\$48.89
221051	STAPLE 1/4 15-25 SHT 5000BX	BX	\$2.99
144297	FILTER PRIVACY 15.6 WIDESCRN	EA	\$48.09
109086	PAPER RL 2PLY CRBNLS 2.25 10P	PK	\$11.50
123676	PEN SLDER MEMO 1.0MM BE	BX	\$16.69
452922	TAPE ECO MAGIC 3/4 x900 16PK	PK	\$29.49
822593	SHEARS 2PK TITANIUM 8IN	PK	\$7.60
770376	POST-IT MIAMI 3x3 24PK	PK	\$18.29
6275549	BOX L/L OD STANDARD 10PK	PK	\$14.49
945722	PAD STENO GREGG RLD 6X9 80'S	DZ	\$12.69
332787	BATTERY AA SIZE 12PACK	PK	\$9.99
543586	COLOR FAST FLDR 1/3 LGL BLU	BX	\$13.29



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273361	WITE-OUT EZ DOZ WHITE	DZ	\$9.89
601543	PEN COUNTERFEIT DETECTOR DZ	DZ	\$17.49
364380	LABEL LSR ADDR WHT 1400CT	BX	\$24.55
452949	TAPE ECO TRANS 3M 3/4x900 12PK	PK	\$21.29
678251	PAD POST-IT RULED 4X6 8/PK YLW	PK	\$13.69
531303	ENVELOPE BANKERS 4-1/8X9.5	BX	\$26.79
327025	LABEL IJ FILE WHT 750CT	PK	\$12.99
958033	TAPE BOOK MENDING 1.5X15	RL	\$4.05
645927	FOLDER LTR 1/3 250BX MANILA	BX	\$14.49
346387	SHELF 3-TIER BLACK	EA	\$8.49
7300391	OD BNDR DUR VW 1IN 6PK WHT	PK	\$10.69
732907	ENVELOPE CLSP 9X12 28# BN	BX	\$24.99
345652	PAPER COPY 8.5X11 500SH PINK	RM	\$4.99
847937	NOTEBOOK ACTNPLNR 9.5X7.25	EA	\$7.99
106201	PEN MED RTRCBL EASYTOUCH BK	DZ	\$6.89
625313	Pad Mini Narrow 3x5 White 50Sh	PK	\$1.70
441579	NOTES POST-IT 3X3 24/PK YELLOW	PK	\$15.89
508485	PLATE PRINTED 8.75 125PK	PK	\$6.99
259251	MARKER CHISEL TIP EXPO DZ BLK	DZ	\$8.89
120709	PENS MED.PT RSVP 12PK BLUE	DZ	\$4.49
268571	MARKER EXPO2 CHISEL 8PK AST	PK	\$6.79
5944876	5PK 32GB PINSTRIPE USB FLASH	EA	\$16.00
878270	TONER HP CE505A BLACK	EA	\$79.05
708586	HIGHLIGHTER MAJ ACCENT ASTD DZ	DZ	\$5.25
963454	PAD PERF DKT 8.5X11 WHT LGL	DZ	\$10.55
428468	NOTE POST-IT POP-UP SS 12PK YW	PK	\$11.89
7093346	TONER CARTRIDGE 58A HP BLACK	EA	\$94.00
1373878	Gel RT 07 Blue 12pk	DZ	\$7.99
366879	CENTON MULTI-PACK PRO USB FLAS	EA	\$43.75
986037	APC Replacement Battery Cartri	EA	\$56.89
427251	STAPLER FULL STRIP COMBO BLACK	EA	\$4.00
664409	PEN UNIBALL MICRO ONYX DZ BLUE	DZ	\$4.49
348045	PAPER COPY OD CASE LEGAL 10RM	CA	\$54.99
246480	CUP FOAM 12 OZ 1M/CTN WE	СТ	\$39.99
5448365	MY PASSPORT 2019 1TB BLACK	EA	\$59.99
666770	WRISTWREST GEL COMPACT SZ	EA	\$15.65
765798	BOOK MEMO WRBND TOP CR 60S 12	PK	\$2.50
471619	BINDER ODP VW DR 1 GREEN	EA	\$2.25



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330840	ENVELOPE CLASP 28LB #93 100BX	BX	\$10.99
254994	REELS CARABINER BADGE 4/PK	PK	\$8.99
913036	DRIVE USB STORE N GO 4GB	EA	\$6.56
925531	MARKER SHARPIE FINE 12/PK ASTD	PK	\$6.15
223111	PAD PERF OD LGL RLD 8.5X14 CAN	DZ	\$10.00
679689	ENVELOPE #10 2WIN SECC/S 250BX	BX	\$11.69
843787	NOTE OD 3X3 POP YLW 12PK	PK	\$2.69
181529	PENCIL #2 POLY LEAD DISP 12/PK	DZ	\$2.69
626080	POCKET ENTB 5.25 LGL 10BX BLU	BX	\$48.09
695769	TONER BROTHER TN450 HY BLACK	EA	\$45.69
8013877	SHARPIE GEL 1.0MM 12OS BLACK	DZ	\$8.49
1397674	File Fldr 1/3 Ltr Ast 24pk	PK	\$5.00
7765708	TAPE SHIP HD 6PK 1.89 X22.2YD	PK	\$6.75
508506	FORK PLASTIC 100CT WHITE	PK	\$3.09
373829	PEN BALL PT MED FLEXGRIP BLK	DZ	\$8.49
486108	MOUSEPAD MEMORY FOAM BLACK	EA	\$5.00
242767	CLIP MAGNET SQUARE LARGE 3PK	PK	\$1.19
840019	NOTES POST-IT POP-UP 18PK ULTR	PK	\$17.29
120675	PENS MED.PT RSVP 12PK BLACK	DZ	\$4.49
350084	ETPKT 5.25 MAN LTR 10BX	BX	\$16.69
231822	TONER LJ CE278A HP BLACK	EA	\$72.58
239306	USB ELITE EDGE 128GB	EA	\$17.35
706526	WALL CLOCK 12 W/24 HR	EA	\$10.99
957159	FOLDER ENDTAB FASTNR 50/BX YEL	BX	\$27.09
172809	BOOK COMP WR 6.875X8.5 40S	EA	\$0.65
597020	TAPE TRANS 3/4X1296 6PK CL	PK	\$12.39
571373	BATTERY ALKA AAA 12	PK	\$9.99
525072	HIGHLIGHTER ACCENT 12/PK YLW	DZ	\$8.99
916536	LABEL LSR ADDR FLO MAG 750CT	PK	\$9.99
6837499	Value Pk Lrg Bndr Clips 48PK	PK	\$5.09
4093456	POUCH LAM LTR OD 3MIL 200PK	PK	\$8.89
2201689	Frixion Clicker .7mm Blue 12p	DZ	\$12.99
698325	GLUE STICK CLASSROOM 30/PK	PK	\$8.49
486416	BINDER OD VIEW DR 4 WHITE	EA	\$4.09
438255	FLAGS POST-IT 4/PK STD COLORS	PK	\$7.15
990476	PEN RETR GP TUL .7 ASST 14CT	PK	\$8.99
9281425	USB 2.0 PROGREY 8GB 25PK	EA	\$93.00
911220	DUSTER OFFICE DEPOT 10oz	EA	\$3.49
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308353	CLIP PPR #1 NSKD OD 10PK	PK	\$2.25
9817000	PEN GEL PILOT G2 FN BE 36PC	PK	\$31.49
5501024	RISER 2 PACK 4LEG BLACK	EA	\$19.99
563615	MARKER PERMANENT RT UF DZ BLK	DZ	\$13.49
627394	DIVIDERS OD BIGTAB 8T 2PK WHT	ST	\$1.39
233918	CERTIFICATE GOLD FOIL ROME	PK	\$4.99
1394875	Hanging Fldr 1/5 Lgl Blue 25Bx	BX	\$10.19
8013496	SHARPIE GEL 0.7MM 12OS BLUE	DZ	\$8.25
561894	NOTE POST-IT 1.5X2 12PK NEON	DZ	\$4.89
894660	PEN PROFILE PM RT BOLD DZ RED	DZ	\$7.79
256791	PEN BLPT C-MATE RETR MED BLUE	DZ	\$5.00
315515	FOLDER LTR 1/3CUT 100BX MANILA	BX	\$9.99
451906	MARKER SHARPIE FINE DZ BLUE	DZ	\$6.15
401411	TAPE ROLL KRAFT 40LB 24X900 N	EA	\$37.29
239384	TAPE LETTERING PT340/PT540	EA	\$10.80
365794	PEN BALL BIC VELOCITY DOZ BLK	DZ	\$4.90
546259	PRESSBOARD 1 EXP LTR BLU	BX	\$14.50
987304	CART COLLAPSIBLE W/LID BLACK	EA	\$19.99
686280	PEN PM IJ GEL 0.7 DZ BLU	BX	\$9.89
209233	OD DUR VW 2 BINDER BLACK	EA	\$2.69
8537537	NOTES SS 2X2 RIO 18PK	PK	\$9.69
149789	POUCH LAMINATING LETTER SIZE	PK	\$4.39
471457	BINDER OD VW DR 4 RED	EA	\$5.09
781602	INK HP 951 COMBO ALL COLORS	PK	\$62.95
959092	ERASER MAGNETIC DRY ERASE	EA	\$0.89
271289	LEGALPAD ODPRO 5X8 WHITE	PK	\$3.45
938647	FOLDER HANG BB LTR 2 EXP GREEN	BX	\$17.39
998286	FOLDER LTR W/FASTENERS 50BX RD	BX	\$27.89
249225	BOWL WISESIZE PATHWAYS 120Z	EA	\$13.99
524272	FILE VERTICAL BLACK	EA	\$4.49
530238	POSTIT ASSORTED 4X6 5PK PASTL	PK	\$10.89
825488	PENCIL WOODEN YELLOW 72PK	PK	\$4.39
308478	CLIP PAPER #1 SMTH OD 10PK	PK	\$2.25
458547	MOISTENER FINGERTIP 3/80Z 3PK	PK	\$2.00
655266	PEN RETRACTABLE SOFTFEEL BLACK	DZ	\$3.99
655274	PEN SOFTFEEL BALLPOINT DZ BLUE	DZ	\$3.99
853028	pad wrtg 8.5x14 yllw 50shts ruled	DZ	\$19.85
321262	CADDY CUTLERY PLASTIC CLEAR	EA	\$10.99
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9652256	PTouch TZe231 4PK 12mm B&W	EA	\$35.99
108185	POCKET DOUBLE 8TAB PLASTIC SET	ST	\$2.49
991686	Fldr Hanging Recy Ast Ltr 25BX	BX	\$7.99
765182	PHONE SHOULDER REST CCL	EA	\$7.25
396921	BINDER OD VIEW RR .5 BLACK	EA	\$1.29
344734	REMOVER STAPLE PEN STYLE	EA	\$0.89
390980	STAMP DATER ECON SI	EA	\$3.69
471601	BINDER ODP VW DR 3 BLUE	EA	\$3.69
592057	DIVIDER INSERTABLE 8TAB PLAS	ST	\$1.49
703425	MEETING NOTEBOOK	EA	\$8.89
574866	DIVIDER INS 5 BG TB RCY OD CLR	ST	\$0.60
102624	PAPER FASTENER 2 BASE 100BX	BX	\$1.25
964486	PAD FINGER AMBER PARR SIZE 12	BX	\$1.95
506595	Binder RR QuickFit 1.5 WHT	EA	\$4.89
655035	PAD NOTE POST-IT .5 X2 5PK NE	PK	\$3.95
139179	divider durable wo 8 tabs	PK	\$1.59
209215	BINDER ODP VW RR 1.5 WHITE	EA	\$2.29
856132	INK HP902XL BLACK	EA	\$40.26
942062	USB ELITE EDGE 64GB	EA	\$10.75
548701	REMOVER STAPLE PUSHTYPE BLACK	EA	\$1.65
8249460	STICKYNTE OD 1.5X2 12PK VIVID	PK	\$1.40
600400	TAPE STRAP SCOTCH 2 X 360	RL	\$4.89
731276	INDEX ERASE1-8TAB WE	ST	\$1.75
1386154	OD DUR VW 4 BDR SLNT RNG BLK	EA	\$4.09
508338	NAPKIN LUNCH RECY PAPER 400PK	PK	\$3.99
1247752	OD HD Nostk VW 3 Bndr White	EA	\$4.99
297726	LABEL LSR RET WHT 8000CT	BX	\$25.25
588286	NOTEBOOK SPL 1SB 100 CR 8.5x11	EA	\$1.49
206426	ERASER CAP ASSORTED CLRS 72/PK	PK	\$0.79
504928	PENCILS COLORED CRAYOLA 12PK	BX	\$1.39
808857	CLIP BINDER SMALL 12/BX	BX	\$0.39
653451	INDEX RG BK 8TAB 11X8.5 CLEAR	ST	\$0.65
360669	INDEX ERASABLE 5-TAB SET WHT	ST	\$0.50
835937	PORTFOLIO POLY 2PKT BLACK	EA	\$0.65
666537	TAPE MASKING HIGHLAND 1 X60YD	RL	\$1.20



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	Facilities Items Core List		
SKU	Item Description	UOM	Sell Price
482394	PURIFIER AIR HYBRID FILTER	СТ	\$229.69
1385290	Coppertop AA Alkaline 36 pk	PK	\$17.99
991152	BATTERY COPPERTOP AAA 36 CT	BX	\$26.99
1385335	Kleenex Facial Tissue	СТ	\$50.99
618405	TISSUE KLEENEX BOUTIQUE 6PK	PK	\$11.99
536373	CLENER DSNFCT WIPE FRSH 6EA/CA	СТ	\$30.99
333036	KLEENEX FACIAL TISSUE BUNDLE	PK	\$8.99
696386	WIPES DSNFCT AL PRP CLRX	PK	\$13.99
507271	BAGS GALLON ZIPLOC	СТ	\$28.99
458914	BATTERY AA ALKALINE 24/PK	PK	\$18.99
546273	TISSUE KLEENEX NATURALS 36BX	СТ	\$53.99
545469	BATTERYCOPPERTOP AAA 24PK	PK	\$18.99
546318	TISSUE KLEENEX NATURALS 48BX	СТ	\$84.99
287452	Surpass 2 Ply Facial Tissue	СТ	\$31.99
262465	TISSUE PUFFS FACIAL WH	СТ	\$36.99
344566	TISSUE KLEENEX FACIAL WE 12/CT	СТ	\$24.99
919982	PURIFIER AIR AERAMAX 90	EA	\$139.59
821808	CLEANER DSNFCT WIPES FRSH EA	EA	\$4.99
2628718	Wipes Dis 7x8 Lem 80/PK 6PK/CT	СТ	\$16.76
149452	WIPES DISINFECTING CLOROX 3PK	PK	\$8.05
672975	WIP DISINFTING CLOROX 12EA/CA	СТ	\$37.99
252336	SPRAY DSNFCT CRISPLINEN 12/CT	СТ	\$109.99
5524950	WIPES DISINF CRISP LEMON CS CS	СТ	\$34.99
140686	WIPES DISINF LL 80CT-3PK	PK	\$15.99
863487	BATTERY C CELL BULK PKG	BX	\$18.99
507261	BAGS SANDWICH ZIPLOC 500BX	СТ	\$18.49
754965	PURELL ORIG 12OZ PUMP BTL	CA	\$51.99
197374	PLATES 10-1/16 ULTRA PATH	СТ	\$95.99
1385281	Duracell CopperTop AA Bulk	CA	\$77.99
654521	SPRAY LYSOL LINEN SCNT 190Z EA	EA	\$8.99
587526	BATTERY ALKA AAA 20	PK	\$15.99
8639105	HEPA FILTER SMALL WHITE 4PK	СТ	\$122.99
508338	NAPKIN LUNCH RECY PAPER 400PK	PK	\$3.99
6182331	COFFEE KCUP EXSUITE VARIETYPK	СТ	\$22.99
5929458	GLOVES NITRILE EXAM LG BLK BX	ВХ	\$3.99
543650	FACIAL TISSUE CUBE 3 PACK	PK	\$3.99



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5510588	FILTER CARBN 90/DX5 WHT 16PK	СТ	\$108.99
411851	TISSUE FACIAL UNSCNTD WHT 30CA	CA	\$21.99
172777	CLEANER DISHWSH DAWN 380Z	EA	\$2.49
939080	WIPE DISINFCTNT LYSOL	CA	\$31.99
984856	TISS PUFFS LOTION MULTI-PK 4CU	PK	\$5.19
741965	BATTERY COPPRTP AAA 24/BX	BX	\$17.99
1695709	Tissue Facial125Shts 48Cn	СТ	\$76.99
733753	CLNR WIPE DSINFT CTRS 12EA/CA	СТ	\$40.99
830707	BAG STORAGE ZIPLOCK QT 500/BX	СТ	\$37.99
741955	BATTERY COPPERTP AA 24/BX	BX	\$16.99
673085	CUP PERFTOUCH HOT 12OZ 20/25PK	СТ	\$80.99
319997	TISSUE FACIAL PUFFS BASIC 3PK	PK	\$5.99
1257202	BATTERY COPPRTOP 9V 12PK	PK	\$37.99
249252	PLATES ULTRA 10.125 HVY 125PK	PK	\$21.99
1588276	Sanitizr Purel Aloe 12Oz 12/CT	CA	\$58.99
788169	TISSUES ANTIVIRAL KLEENEX	СТ	\$38.99
965028	WIPES DISINFECTING BCKT 700CT	СТ	\$39.99
644250	WIPES CLEANER LYSOL 6/CT	СТ	\$43.99
991120	BATTERY COPPERTOP D 12PK	PK	\$19.99
1370863	9V Coppertop Batteries 4pk	PK	\$13.99
741985	BATTERY PROCELL AA 24PK	BX	\$9.99
197473	PLATES ULTRA 8-1/2 PATHWAYS	CA	\$53.99
587463	BATTERY ALKA AA 20	PK	\$15.99
9108360	TISSUE CRE TRSTD KLEENEX 4/PK	PK	\$8.09
242300	BATTERY COPPRTP AAA 144CT	СТ	\$108.99
894794	COFFEEMATE LIQUID 360 COUNT	СТ	\$33.99
508485	PLATE PRINTED 8.75 125PK	PK	\$6.99
397776	TISSUE FACIAL BOUTIQUE	СТ	\$67.99
468770	TOWELS M-FOLD NTRL 4000CT	CA	\$19.99
520824	BAG STORAGE 1 GAL ZIPLOC	BX	\$6.49
7324956	WIPES DISNFCT GERMA CLEAN	EA	\$2.29
246480	CUP FOAM 12 OZ 1M/CTN WE	СТ	\$39.99
617368	TISSUE ANGLSFT FLATBX WE	СТ	\$52.99
587454	BATTERY ALKA AA 10	PK	\$8.99
472198	PLATE WISESIZE PATHWAYS 8.5	PK	\$12.99
3280064	DUNKIN ORIG BL K-CUP 22CT	EA	\$14.99
265084	DISINFECTANT ARSL C LINEN	EA	\$7.09
1370872	C Coppertop Batteries 8pk	PK	\$13.99

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983312	BANDAGE BAND-AID FLEX 1X3	BX	\$7.09
759833	FABREZE AL N SKY 8.8OZ	PK	\$3.09
321262	CADDY CUTLERY PLASTIC CLEAR	EA	\$10.99
1636120	ZIPLOCK STORAGE BAG 2GL .00175	СТ	\$32.99
651674	BATTERY ALKLN 'AAA' 1.5V 16pk	PK	\$12.99
422469	LYSOL SPRAY FRESH SCENT 190Z	EA	\$8.99
508359	PLATE COATED 8.75 120PK	PK	\$5.99
326901	CREAMER COFFEEMATE 50CT FR VAN	BX	\$5.99
669514	CUP HOT INSULATED 12OZ 50PK	PK	\$4.99
411890	TOWELS PPR MULTIFOLD WHT CA	CA	\$27.99
249225	BOWL WISESIZE PATHWAYS 120Z	EA	\$13.99
508506	FORK PLASTIC 100CT WHITE	PK	\$3.09
321154	FORK PLASTIC 1000CT WHITE	BX	\$29.99
7052214	SUGAR CNSTR EXC SUITE 200Z/3PK	PK	\$5.49
865843	BANDAID FLEXIBLE ASTD 100BX	EA	\$7.09
725466	BAGS SANDWICH ZIPLOC 90CT	BX	\$4.49
792404	LINER REPRO 38x58 1.5M BK 100	CA	\$29.99
1389070	326 Pc OSHA First Aid Kit	EA	\$34.99
500744	HEAVY WT FORK	BX	\$4.19
899440	GLOVE NTRL SFSKN MED	BX	\$26.99
9228445	SOAP SOFT ALOE 7.50Z 6EA/CA	СТ	\$9.99
279673	COFFEE STRBKS PIKEPLC K-CUP 24	EA	\$18.99
641583	DUSTER SWFR REFL 10/BX	BX	\$8.99
683707	TOWEL PAPER SPARKLE PERFORATED	CA	\$44.99
508450	SPOON PLASTIC 100CT WHITE	PK	\$3.09
741995	BATTERY PROCELL AAA 24/BX	BX	\$10.99



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	Tech Core List		
SKU	Item Description	UOM	Sell Price
110284	DUSTER OFFICE DEPOT 100Z 6PK	PK	\$18.49
607890	HEADSET CLRCHT CMFRT USB LGTCH	EA	\$20.00
282127	MOUSE WIRELESS M325s BLACK	EA	\$15.50
356247	MOUSEPAD WRISTREST GEL BLK	EA	\$10.00
847595	SURGE 6-OUTLET 800 JLS 6' CRD	EA	\$11.00
478284	KEYBOARD/MSE CRDLS MK550	EA	\$48.95
5716283	USB 2.0 ATTACHE4 16GB 5PK	EA	\$22.00
485722	Logitech Wireless Combo MK270	EA	\$21.30
486108	MOUSEPAD MEMORY FOAM BLACK	EA	\$5.00
160092	USB WIRELESS KEYBOARD K350	EA	\$32.75
337994	DUSTER OFFICEDEPOT 100Z 12PK	PK	\$36.99
314264	CD-R VERBATIM SPINDLE 100PK	PK	\$12.99
801196	DRIVE USB SANDISK 64GB	EA	\$9.99
667827	PRESENTER WIRELESS R400	EA	\$27.85
7266695	Headphone Wired MIC HP100 BLK	EA	\$4.49
597196	DVD-R 4.7GB 16X 100 SPINDLE	EA	\$14.89
801187	DRIVE USB SANDISK 32GB	EA	\$25.30
604723	WIRELESS MOUSE M325s - BLUE	EA	\$15.90
293433	WIPES SACHETS SCRNCLNG 100PK	PK	\$8.49
814395	DESKTOP WIRELESS MK235 GREY	EA	\$19.55
161077	WIRELESS MOUSE M185	EA	\$11.69
415779	3M PF21.5W LCD - display priva	EA	\$75.80
205209	KEYBOARD/MOUSE WRLS MK710 BLK	EA	\$63.75
260358	WIPES SCREEN CLNG ATIVA 100PK	PK	\$4.49
671994	MOUSEPAD ERGOPRENE GEL BLACK	EA	\$6.50
314928	DVD-R VERBATIM 100PK	PK	\$29.00
666770	WRISTWREST GEL COMPACT SZ	EA	\$15.65
6684266	KEYBOARD ERGO K860 BLK	EA	\$103.00
470796	KEYBOARD/MOUSE WRLS MK320 BLK	EA	\$23.49
847604	SURGE 6-OUTLET 800 JLS 10' CRD	EA	\$15.00
708646	WEBCAM HD C270 LOGITECH	EA	\$22.60
4904248	WEBCAM C920S PRO HD BLK	EA	\$55.65
917110	DVD+R 4.7GB 16X 100PK SPINDLE	PK	\$15.40
9800358	KEYBOARD/MOUSE ADVANCED MK540	EA	\$53.99
708205	FILTER PRIVACY LCD 22	EA	\$92.50
882915	MOUSEPAD BLACK	EA	\$0.85



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401624	COPYHOLDER DESKTOP BK	EA	\$9.00
531638	WIRELESS COMBO MK345	EA	\$31.50
780129	HEADSET WIRELESS CS540	EA	\$229.00
423255	REST FOAM COMPACT FABR BK	EA	\$9.50
5765812	MOUSE WIRELESS TRACKBALL M575	EA	\$39.89
471319	KEYBOARD WIRELESS K360 BLACK	EA	\$19.55
221605	HEADSET H340 USB BLK	EA	\$17.00
115818	PRIVACY FILTER 98-0440-5056-9	EA	\$77.00
653689	100PK CD/DVD PAPER SLEEVES WIT	PK	\$3.00
7263334	Mouse Lift Graphite	EA	\$49.49
498017	WRISTREST KYBD PLUSH TOUCH	EA	\$15.00
508869	WRISTREST MEMORY FOAM BLACK	EA	\$5.25
415086	M100 USB CORDED OPTICAL WHEEL	EA	\$6.40
275831	EARBUDS PRTBL DVICE EB95 WE	EA	\$1.69
847622	POWERSTRIP 6-OUTLET 2PK WHITE	PK	\$11.00
982143	MOUSE MARATHON M705	EA	\$27.99
287652	DRIVE USB 3.0 128GB SANDISK	EA	\$23.25
6923002	USB DRIVE 2.0 TT2 64GB COLORS	EA	\$8.25
602793	PROF PRESENTER R800 100FT RANG	EA	\$38.50
984008	PAD MOUSE ECON BK	EA	\$1.69
282388	MOUSE WIRELESS M325s VIOLET	EA	\$14.70
4057397	MOUSE MX VERTICAL	EA	\$73.00
284302	DVD+R DL 8.5GB 8X 50PK PINTABL	PK	\$19.99
604732	WIRELESS MOUSE M325s - RED	EA	\$14.99
833385	CABLE HDMI TO HDMI 6' BLK	EA	\$6.99
419258	DRIVE USB 3.0 64GB SANDISK	EA	\$10.40
274574	8GB USB 2.0 FL DR PINSTRIPE BL	EA	\$4.00
268444	SPEAKERS Z200 LOGI BLACK	EA	\$30.90
4801184	CRUZER SNAP 32GB 5PK USB 2.0	EA	\$22.80
262107	MOUSE WRLS M310 OPTICAL SILVER	EA	\$15.50
267329	SPEAKERS Z150 LOGITECH BLACK	EA	\$24.00
739065	HI FI HEADPHONE-NOISE REDUCTIO	EA	\$13.00
660678	UPS BATTERY BACK-UP ES 650	EA	\$80.00
833420	CABLE HDMI TO HDMI 12' BLK	EA	\$10.99
809418	HOLDER COPY 8.5X11 NON-MAG BLK	EA	\$10.99
8962631	SD ULTRA PLUS SANDISK 32GB	EA	\$10.00
207814	RISER MONITOR STANDARD	EA	\$7.50
2286021	USB 2.0 TWIST TURN 2 32GB 3PK	EA	\$11.00



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205173	KEYBOARD USB K120 BLK	EA	\$9.65
767778	WIPES MULTI-PURPOSE CCGY	EA	\$36.95
767922	REST WRIST W/PAD FLWRS PK	EA	\$12.00
9526634	USB DRIVE 2.0 TT2 32GB COLORS	EA	\$6.10
497972	WRISTREST MOUSE PLUSH TOUCH	EA	\$13.80
282379	MOUSE WIRELESS M325s ROSE	EA	\$15.50
950178	SURGE 12OUT TEL DSS 3996J	EA	\$35.35
528528	CRYSTLGELMSEPD&WRSTREST	EA	\$15.30
6911399	USB 3.1 S80 256GB BLK	EA	\$25.80
517947	SPEAKERS Z130 2.0 BLACK	EA	\$19.50
813001	MOUSE LOGITECH M310 BLK	EA	\$15.90
411473	WRISTREST MOUSE COMFORTBEAD	EA	\$5.89
2101477	SANDISK CZ62 USB 2.0 3PK	EA	\$13.00
922981	HOLDER DOCUMENT IN-LINE 3M	EA	\$56.30
632588	MOUSE KEYBOARD MK850 BLK	EA	\$69.40
932264	MOUSE PAD WRIST REST	EA	\$14.45
666780	WRISTWREST GEL LRG SIZE	EA	\$18.70
847658	POWERSTRIP 6-OUTLET 6FT BLACK	EA	\$9.00
767967	REST WRIST W/PAD BEACH	EA	\$12.00
872629	HEADSET USB H540	EA	\$28.00
523089	STAND MONITOR PRNTR METAL BLK	EA	\$12.30
523089	STAND MONITOR PRNTR METAL BLK	EA	\$12.30



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	School Item Core Sheet		
SKU	Item Description	UOM	Sell Price
102015	PAD EASEL SELF STCK 25X30 WHT	PK	\$124.49
108530	NOTEBOOK STELLAR 3S CR 150 BLU	EA	\$3.69
128772	MARKERS DRY ERASE 12PK BLACK	DZ	\$2.69
136088	CRAYONS CRAYOLA WSHBLE 24PK	PK	\$2.25
139720	ERASERS SM 36/BX PINK	BX	\$1.89
139736	ERASERS LRG DZ PINK	DZ	\$0.99
145872	CALCULATOR GRAPH 84+CE BLACK	EA	\$114.90
157104	MRKER FINE TIP CLSPK CRAYOLA	BX	\$56.15
166827	NOTEBOOK WR 70CT 10.5X8 RED	EA	\$1.29
168423	PORT PAPER WO PRONG 10PK	PK	\$1.99
172791	BOOK COMP WR 6.875X8.5 20S	EA	\$0.45
172809	BOOK COMP WR 6.875X8.5 40S	EA	\$0.65
176928	CALCULATOR SCNTFC TI30XII BLK	EA	\$12.99
187648	PENCIL PRESHARPENED #2 DZ	DZ	\$0.89
197229	NOTEBOOK WR 70CT 10.5X8 GREEN	EA	\$1.29
203034	MARKER SET SCENT MR SKTCH SET	ST	\$4.05
204057	CLEANER BOARD DRY ERASE 8 OZ	EA	\$2.09
206321	NOTEBOOK CR 70CT 10.5X8 BLACK	EA	\$1.00
206426	ERASER CAP ASSORTED CLRS 72/PK	PK	\$0.79
206713	MARKERS WASHABLE BROAD TIP 8P	PK	\$1.25
206740	MARKERS WASHABLE FINE TIP 8PK	PK	\$0.89
207433	PENCILS 7 COLORED 12PK ASTD	PK	\$0.89
222059	CALCULATOR DESKTOP TI-1795SV	EA	\$8.99
229278	PENCILS COLORED CRAYOLA 50PK	BX	\$5.99
232832	MRKER BROADLINE ASST 12PK	PK	\$3.10
242775	PORT PAPER W/PRNG 10PK	PK	\$3.60
249257	PORTFOLIO 2PKT POLY 10PK	PK	\$1.99
253050	PAPER FILLER CR 500SH 16# WHT	RM	\$4.99
256367	PORTFOLIO 2PKT PRNGS POLY 10PK	PK	\$2.75
259251	MARKER CHISEL TIP EXPO DZ BLK	DZ	\$8.89
270312	PENCIL WD CASE YELLOW 144CT	PK	\$9.49
271809	BOOK COMP SCHL DNEALIAN 40S	EA	\$1.00
293799	NOTEBOOK SPRL 70S WD 6P 10.5X8	PK	\$4.49
305466	PAD PERF 8.5X11 OD LGL RLD 12P	PK	\$7.99
305706	PAD PERF 8.5X11 OD 12PK LGL RL	DZ	\$7.99
306902	PAD PERF 5X8 LGL WHT RLD 12PK	DZ	\$5.80



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320155	BOOK CMP GRPH 4Q 9.75X7.5 100C	EA	\$1.15
323685	BOOK COMP QUAD/CR 100S	EA	\$1.25
323692	BOOK COMP UR/WR 9.75X7.5 100S	EA	\$1.39
323708	PAPER FILLER WR 10.5X8 500CT	EA	\$4.49
327919	GLUE STICK SCHL 6+2 PK PRPL	PK	\$2.99
337998	PAPER FLR 3HP WR 500SH 11X8.5	RM	\$5.69
338012	PAPER FILLER QUAD RU 3HP REAM	PK	\$4.99
340307	PENCIL 13/32IN DIA W/ERASER	DZ	\$3.30
341388	WATERCOLOR SET W/BRUSH 8 ASTD	ST	\$2.19
342006	TABLET CHART 1.5 RLD 24X32	EA	\$5.00
348048	TABLET CHART 1.5IN RLD 24X16	EA	\$3.00
353674	PENCIL CRAYOLA CLSPK CLR 240CT	СТ	\$31.49
360345	CRAYON CLSSPK 800 CRAYOLA 16CL	BX	\$43.79
362276	STICK JMBOCRAFT 6X.75 NL	BX	\$8.75
425563	lead pencil soft dz ticonderog	DZ	\$1.49
434252	CRAYONS CRAYOLA 24PK	EA	\$1.29
434357	POUCH PENCIL TRANSLUCENT ASTD	EA	\$0.35
434415	BOARD DISPLAY TRFLD 36X48 WHT	EA	\$3.10
446445	SCISSOR BLNT KIDS 5 MICROBAN	EA	\$1.25
458612	SCISSORS STRT 8 2/PK BLK	PK	\$2.00
469734	PENCIL POUCH FRONT MESH	EA	\$0.85
477832	QUAD FILLER PAPER	EA	\$1.10
491694	SHEET PROT OD STD CLR 200/BX	BX	\$7.09
492840	CALCULATOR GRAPHING TI84 PLUS	EA	\$99.90
498811	SHEET PROTECT OD STD CLR 100/BX	BX	\$3.69
498915	NOTEBOOK SPL 150C 3SB CR 9.5X6	EA	\$1.69
502328	MARKER WASH FN CLSIC 8CT SET	PK	\$2.49
502807	GLUE SCHOOL 4OZ	EA	\$0.75
504928	PENCILS COLORED CRAYOLA 12PK	BX	\$1.39
507181	PENCIL BEGINNER W/ERASER YW	BX	\$3.30
527664	CRAYOLA 256CT MARKER CLASSPACK	ВХ	\$59.10
548743	PAINT WATERCOLOR W/BRUSH SET	ST	\$1.69
550996	PENCILS COLORED CRAYOLA 24PK	ВХ	\$2.79
552456	PORTFOLIO PCKT W/FAST LTR ASTD-2	BX	\$6.29
565528	CRAYOLA 16CT CRAYON	ВХ	\$0.99
581116	NOTEBOOK 5-STAR 2SUB W/2POCKTS	EA	\$3.70
588268	BOOK COMP 100CT WR	EA	\$1.69
589483	PAPER FILLER WR 10.5X8 150CT	PK	\$1.69



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E90E10	DADED FILLED CD 10 EV9 150CT	PK	¢1.60
589510	PAPER FILLER CR 10.5X8 150CT		\$1.69
595671	SHARPNR PENCIL SCHOOL PRO	EA	\$17.49
597110	BOARD PRESNT 36 X48 24PK W	CT	\$84.99
618033	CALCULATOR SCIENTIFIC TI-30XA	EA	\$9.49
624900	PRTCTR SHT HW NONGLR 100BX	BX	\$5.89
638789	NOTEBOOK CR 70CT 10.5X8 BLUE	EA	\$1.00
673533	WATERCOLOR WASHABLE 16 COLOR	EA	\$2.49
673616	PENCIL POUCH FRONT CLEAR VIEW	EA	\$0.90
698325	GLUE STICK CLASSROOM 30/PK	PK	\$8.49
698860	COVER PORTFOLIO 11.75X9.5 RED	BX	\$5.39
698878	COVER PORTFOLIO 11.75X9.5 DBLU	BX	\$5.39
720461	RULER W/BNDR HOLES 12 PLSTC ASTD CLRS	EA	\$0.45
723072	CLASSPACK REG CRAYONS 800	BX	\$43.49
723262	CLASS PACK LARGE CRAYONS	BX	\$43.49
724062	MARKER CLASSPACK CONICA NIB	BX	\$70.85
725163	BOOK COMP WR 100S 3PK	PK	\$4.69
725826	NOTEBOOK POLY ASST 7X5 100 3PK	PK	\$3.00
738726	MARKER DRY ERASE 5PK ASTD	PK	\$1.75
760452	PENCIL TIC #2 PRESHARP YL	BX	\$4.00
764180	MARKERS CRAYOLA BROAD 10PK	PK	\$2.25
765798	BOOK MEMO WRBND TOP CR 60S 12	PK	\$2.50
772557	POUCH PENCIL CLEAR	EA	\$0.45
776321	CALCULATOR PRINTING EL-1197P	EA	\$94.90
806864	MARKER CHISEL 36PK ASST	PK	\$25.49
810448	pad easel white 4 pack	PK	\$75.79
825488	PENCIL WOODEN YELLOW 72PK	PK	\$4.39
834270	NOTEBOOK 6PK 1SUBJ COLLEGE RLD	PK	\$4.39
837905	BOOK COMP PRIMARY RULE 100CT	EA	\$1.49
855205	MARKER FINE 36PK BLACK	PK	\$25.49
858277	POSTERBOARD 22X28 WHITE 10PK	PK	\$2.15
885419	NOTEBOOK WR 70CT 10.5X8 BLUE	EA	\$1.29
892501	SHARPENER X-ACTO TEACHER PRO	EA	\$23.09
898512	STRIPS SENTENCE SPRBRT 100	PK	\$6.50
906035	PENCIL #2 TICONDEROGA 48BX YLW	ВХ	\$5.60
908996	SHARPENER PENCIL MODEL KS	EA	\$6.89
913819	MARKERS CRAYOLA FINE 10PK	ВХ	\$2.00
914006	MARKER WASH 20CT BOX CRAYOLA	ВХ	\$3.00
949677	CRAYONS LARGE 16/BX LIFT LID	ВХ	\$2.65
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949719	CRAYONS SO BIG 5X9/16 8/B	BX	\$2.29
950055	MARKER CLSC CRAYOLA 8PK ASTD	PK	\$1.90
950063	MARKER FINE CLASSIC 8/BX	ST	\$2.40
950188	CRAYONS LARGE 8 TUCK BOX	BX	\$1.30
950865	TABLET CHART 1 RULED 24X32	EA	\$5.00
951962	PAINT WATERCOLOR W/BRUSH 8/SET	ST	\$1.59
956112	PAPER FLR 11X8.5 CR 150CT 3HP	PK	\$1.75
998584	BOOK COMP 100CT CR	EA	\$1.69
1369936	Izone Bent Scissor 2Pack 7	EA	\$1.69
1397818	Index Card 3x5 Ruld Wht 300Ct	PK	\$0.99
2480274	Blunt Scissors 5 Inch 2 Pack	EA	\$0.89
2480283	Kids Pointed Scissors 5in 2pk	PK	\$0.89
2835962	BOX SCHOOL CLR	EA	\$1.00
6722688	BOOK COMP 100CT CR 24 CASE	CA	\$29.89
6901441	BOOK COMP BLUE 100S WR	EA	\$1.25
7956500	PENCIL #2 SOFT SHAR YELL 72PK	PK	\$11.49
8233473	PAPER CNSTRCTN 50PK 9X12 RED	PK	\$2.19
8233652	PAPER CNSTRCTN 50PK 12X18 PINK	PK	\$2.40
8233825	PAPER CNSTRCTN 50PK 12X18 ORNG	PK	\$2.40
8234836	PAPER CNSTRCTN 500PK 9X12 ASTD	PK	\$21.90
8235719	PAPER CNSTRCTN 50PK 9X12 ORNG	PK	\$2.19
8237255	PAPER CNSTRCTN 50PK 12X18 PURP	PK	\$2.40
8237262	PAPER CNSTRCTN 50PK 9X12 YLLW	PK	\$2.19
8237312	PAPER CNSTRCTN 50PK 12X18 YLLW	PK	\$2.40
8237643	PAPER CNSTRCTN 50PK 12X18 ASTD	PK	\$2.40
8237876	PAPER CNSTRCTN 50PK 12X18 LTBL	PK	\$2.40
8238734	PAPER CNSTRCTN 50PK 12X18 WHT	PK	\$2.40
8239548	PAPER CNSTRCTN 100PK 9X12 ASTD	PK	\$4.30
8239877	PAPER CNSTRCTN 300PK 9X12 ASTD	PK	\$12.70
8240159	PAPER CNSTRCTN 50PK 12X18 BRGR	PK	\$2.40
8240448	PAPER CNSTRCTN 100PK 9X12 WHT	PK	\$4.30
8240983	PAPER CNSTRCTN 50PK 12X18 BLK	PK	\$2.40
8241110	PAPER CNSTRCTN 50PK 12X18 BRBL	PK	\$2.40
8241772	PAPER CNSTRCTN 50PK 9X12 BRGRN	PK	\$2.19
8550022	BOOK COMP 100CT WR 24 CASE	CA	\$29.89
8849569	BOOK COMP PRIMARY 100SHTS 4PK	PK	\$3.80
9483168	BOX SCHOOL ASST	EA	\$1.00
9831393	NOTEBOOK STELLAR 1S CR 100 WHT	EA	\$2.29