

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 OFFICE10

PAGE
 1

BLANKET RELEASE
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 QUESTIONS CONCERNING THIS PUR-
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CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*502130846 02 410-579-5310
 OFFICEMAX INCORPORATED
 6745 BUSINESS PARKWAY
 ELKRIDGE MD 21075

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/01/2010		NET 30		820477390			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
BLANKET OPEN-END PIGGYBACK CONTRACT THIS BLANKET OPEN-END PIGGYBACK CONTRACT WITH OFFICEMAX (WSCA MASTER PRICE AGREEMENT # PA9803) IS IN ACCORDANCE WITH LEGISLATIVE RULE SECTION 148-1-7-9.1 AND IS TO PROVIDE OFFICE SUPPLIES TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. AGENCIES MAY ORDER ANY ITEMS IN THE CONTRACT AS LONG AS THOSE ITEMS ARE NOT COVERED BY ANY STATEWIDE CONTRACT ISSUED BY THE PURCHASING DIVISION. SPECIFIC CONTRACTS THAT CONTAIN ITEMS ON THE OFFICEMAX CONTRACT INCLUDE BUT ARE NOT LIMITED TO: PAPER09, IP08, HOUSE10A, SIP2008, SANPAP08, FOOD08, CANLINE07, DCBATT10 AND DFS08. QUESTIONS RELATED TO SPECIFIC USE OF A PARTICULAR CONTRACT FOR SPECIFIC ITEMS SHOULD BE DIRECTED TO JO ANN ADKINS AT 304.558.8802. ***** PLEASE NOTE THAT ALL STATEWIDE CONTRACTS MANDATORY FOR USE BY STATE AGENCIES.*****							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUL -1 2010
Beverly Tolero

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *J. Hill*

**APPROVED FOR
 ONE FISCAL YEAR**

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802
 BY *Krista J. Lussell* 07/01/10
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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	DELIVERY DATE	CAT NO	ITEM NUMBER				
0001	01/07/2012	LS	615-99-99-999		.00000		
***** NOTICE ***** NOTICE ***** NOTICE ***** PRICES ARE TO BE DISCOUNT FROM LIST PER THE ATTACHED. MISCELLANEOUS OFFICE SUPPLIES ***** NOTICE ***** NOTICE ***** NOTICE ***** AGENCIES MUST OBTAIN A CONFIRMATION OF EVERY ORDER AND THIS MUST BE RETAINED FOR ORDERS LESS THAN \$10,000. FOR ORDERS OVER \$10,000, A QUOTE SHALL BE SUBMITTED AS AN ATTACHMENT WITH THE WV-35 TO BE PROCESSED BY THE PURCHASING DIVISION. AGENCIES MUST SUBMIT A COPY OF THE QUOTE OR ORDER CONFIRMATION WITH EVERY INVOICE TO ENSURE PAYMENT. ***** NOTE ON ALL ORDERS OR QUOTES - WSCA# PA9803 AGENCIES CAN UTILIZE THIS CONTRACT VIA INTERNET, PHONE,							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	AND FAX.						
	ALL PRICES INCLUDE SHIPPING COST. NO SHIPPING COST SHALL BE PAID. NO MINIMUM ORDER IS REQUIRED FOR FREE SHIPPING.						
	THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: WCSA BID RFP#102-1557-09 CATEGORY DISCOUNT STRUCTURE ADDENDUM DATED 06/14/2010. OFFICE MAX CONTRACT #PA9803 WV-96 SIGNED AND DATED 06/14/10 *****						
	CONTACT INFORMATION: (SEE ATTACHED)						
	MICK BELL 304.781.7766 (P) MICKBELL@OFFICEMAX.COM						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2010 AND EXTENDS TO JANUARY 7, 2012, AT YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>							

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<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(\$) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>							

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CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							

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CATEGORY DISCOUNTS

Category Number	Category Description	Discount %
1	Adhesives, Glues, Gluesticks, Adhesive Removers	63.50%
2	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets, Etc	48.50%
3	Archive Boxes, Cardboard Boxes, Storage Containers	61.50%
4	Award Frames, Displays, Plaques, Certificates	43.50%
5	Badges, Badge Holders, Lanyards	57.50%
6	Chargers, UPS Power Supply	54.50%
7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubberbands, Scissors, Shears, Cutters, Trimmers, Hole Punches	59.50%
8	Binders, Combs, Rings, Splines	45.50%
9	Book Cases, Book Ends, Book Shelves	51.50%

10	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards	51.50%
11	Calendars, Deskpads, Refills, Planners	61.50%
12	Calculators, Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape	56.50%
13	Carts, Handtrucks	58.50%
14	CD'S, DVD's, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Digital Voice Recorders, Ribbons, Typewriters, Computer Bags and Cases, Cameras, Camera Film, Photo Paper, Camera Bags, Camera Cases	38.50%
15	Chairmats	58.50%
16	Clocks, Hooks, Lamps	53.50%
17	Correction Fluid, Correction Tape, Correction Pens	63.50%
18	N/A	
19	N/A	
20	Erasers, Dry Erase Erasers, Chalk, Crayons	62.50%
21	Fans, Heaters	48.50%
22	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	53.50%
23	Headsets, Headset Accessories, Headphones	52.50%
24	Ink Pads, Refills, Stamps	62.50%

25	Knives, Cutters, Blades, Scrapers	64.50%
26	Labels, Label Makers, Label Holders	57.50%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Fingertips, Letter Openers, Moistener	66.50%
28	Markers, Highlighters	63.50%
29	N/A	
30	Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper	73.50%
31	Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Shredders, Shredder bags, Surge Protectors, Extension Cords	62.50%
32	Paper (Not by Pallet)	68.50%
33	Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills	75.50%
34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles	62.50%
35	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases,	65.50%

	Clipboards, Flag Tape	
36	Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates	42.00%
37	Staplers, Staples, Staple Removers	41.50%
38	N/A	
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	61.50%
40	N/A	
41	N/A	
42	N/A	
43	Transparency Film, Transparency Paper, Laminators, Laminating Supplies, Laminating Pouches	45.50%
44	USB Drives, Flash Memory, Zip Disks	23.50%
45	Un-Categorized Spend	38.50%



6745 Business Pkwy
Elkridge MD 21075

DATE: July 1, 2010
TO: State of West Virginia Agencies
SUBJECT: OfficeMax – New Office Supplies Contract

The following pages include important information regarding:

- **How to Place an Order**
- **Pricing Information**
- **Customer Service**
- **Return/Credit Policies**
- **Payment Policies**
- **OfficeMax Sales Representative for State of West Virginia**

How to Place an Order

1. Internet Orders (Preferred Ordering Method)
 - You must have a user id and password to access the OfficeMax internet website (www.officemaxsolutions.com).
 - To get a user id and password, you can call the OfficeMax Web Account Maintenance Department at 1-800-817-8132 (select option 2 – tech support).
 - Have your OfficeMax PIN and/or account number & consignee available
 - If you have questions or problems getting user id and password, contact your OfficeMax Rep – Mick Bell at (304) 781-7766 (Huntington). His email address is mickbell@officemax.com.
2. Fax Orders

Prepare your order by providing the following information:

 - Your account number and consignee number (or OfficeMax PIN) – if you do not know these numbers, please call Customer Service at 1-877-969-OMAX to obtain them
 - Any special shipping instructions
 - What the attention line should read (if different from person placing order)
 - Your fax number
 - Your credit card order (if it is a p-card order)
 - If using a purchase order, supply your purchase order number.
 - Your name and telephone number
 - You will receive a fax back confirmation or email confirmation of your order. The confirmation will provide an OfficeMax invoice number and total dollar amount of your purchase.



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3. Telephone Orders

Call the OfficeMax Customer Service Department at 1-877-969-OMAX.

- You will be prompted to enter your PIN – enter 0 if you do not know your PIN (personal id number).
- By entering your PIN number, the Customer Service Representative will already have any information about you on their screen as your call is answered. For example – your name, your account number and consignee name (ship to address), your past ordering history, etc.
- If you don't enter your PIN, Customer Service will ask for your PIN number again – if you don't have a PIN, they will set one up for you.

Pricing Information

NOTE: There will NOT be a SWV NetPricer hard copy available under the new contract – because pricing will be updated quarterly under the contract.

To obtain pricing, you can use one of the following methods.

- By accessing the OfficeMax website (www.officemaxsolutions.com) with your user id and password you can check current SWV contract pricing, place orders, etc.
- You can call OfficeMax Customer Service at 1-877-969-OMAX to check pricing. Please provide product number from 2010 OfficeMax Catalog. **NOTE: the catalog has “list prices” only – catalog does not reflect SWV contract pricing.**
- You can order OfficeMax catalogs online or by calling Customer Service – the reorder number for 2010 catalogs is: J9CATALOG10.

Customer Service

The OfficeMax Customer Service Department is available to provide assistance with any of the following needs:

- Placing orders
- Verifying pricing
- Checking stock availability
- Obtaining product information (including special order merchandise)
- Obtaining shipping information
- Obtaining authorization to return merchandise
- Resolving any problems or questions regarding your order

In an effort to provide the best customer service possible, the OfficeMax Customer Service Team associates have a clear understanding of the State of West Virginia account and are there to help your from 8 a.m. – 5 p.m. Monday through Friday.



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Elkridge MD 21075

To contact the OfficeMax Customer Service Department, please phone 1-877-969-OMAX (6629) or fax 1-877-969-1MAX (1629).

Whenever you are corresponding with OfficeMax Customer Service via telephone or fax, you need to know and use your account and consignee (which will let OfficeMax know your ship to address), or your OfficeMax PIN (personal id number). OfficeMax identifies critical information (ship to, bill to, phone number contact, etc.) through these numbers. If you do not have these numbers, contact Customer Service at 1-877-969-OMAX to obtain these numbers.

Return/Credit Policies

You must contact Customer Service to get an ATR# (authorization to return number).

- Customer Service will issue an ATR# and they will either send you an email or fax with ATR information on it.
- Write the ATR number on the OUTSIDE of the carton to be returned. If there is a label on the box, write the ATR number on the label. Please do not write the ATR number on the merchandise.
- Route the merchandise to the pick-up or shipping area in your building.
- Upon the next OfficeMax delivery, if possible, have the driver sign the faxed ATR copy and give the driver merchandise to be returned.
- Merchandise must be in its original carton and in resalable condition to receive credit.
- Please report credits, shipping, billing, or other discrepancies regarding an order within **TWO WEEKS**.
- Special orders (non-catalog items) or custom items are returnable only when an error was made by OfficeMax. Otherwise, special and custom orders are not returnable.
- Any furniture item must be in its original carton and in resalable condition
- Assembled furniture is not returnable.

Payment Policies

Most of the State of West Virginia orders are placed using your P-Card (credit card) – OfficeMax account number (0325226). Your P-Card number is required when you place an order on account number 0325226.

If using the non-credit card account number (0378804), please remit payments to this address:

OfficeMax, Inc.
P.O. Box 101705
Atlanta, GA 30392-1705

We are not able to accept payment by P-Card for any invoice on this account (0378804).

NOTE: An OfficeMax Customer Service Representative should be notified as soon as possible at 1-877-969-OMAX with any order or invoice problems.



6745 Business Pkwy
Elkridge MD 21075

OfficeMax Sales Representative for State of West Virginia

Mick Bell
184 South Edgemont Road
Huntington, WV 25701

PHONE: (304) 781-7766 (office)
VOICEMAIL: 1-800-532-6473 ext. 8466
EMAIL: mickbell@officemax.com

Mick Bell is available to assist with any issues or questions that you may have regarding the State of West Virginia Contract.

Office MAX PA 9803

Standard Contract Terms and Conditions - Western States Contracting Alliance

Note: Although some of the following terms and conditions are duplicates of the standard State of Oregon terms and conditions, they are required by the WSCA by-laws.

1. **PARTICIPANTS.** Western States Contracting Alliance (herein WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.
2. **QUANTITY ESTIMATES.** WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
3. **SPECIFICATION.** Any deviation from specifications must be clearly indicated by vendor; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.
4. **ACCEPTANCE OR REJECTION OF BIDS.** WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.
5. **BID DEMOS.** Generally, when required, demos may be requested in the bid invitation. Demos, when required, are to be furnished free of charge.
6. **CASH DISCOUNT TERMS.** CONTRACTOR may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.
7. **TAXES.** Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the CONTRACTOR shall add the sales taxes on the billing invoice as a separate entry.

8. **MODIFICATION OR WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.
9. **PATENTS, COPYRIGHTS, ETC.** The CONTRACTOR shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
10. **AWARD.** The award will be made to the highest responsive and responsible vendor meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.
11. **NON-COLLUSION.** By signing the bid the CONTRACTOR certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
12. **CANCELLATION.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the CONTRACTOR, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to CONTRACTOR default may be immediate.
13. **DEFAULT AND REMEDIES.** Any of the following events shall constitute cause for WSCA to declare CONTRACTOR in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which CONTRACTOR shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.
14. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. **CONFLICT OF TERMS.** In the event of any conflict between these standard terms and conditions and any special terms and conditions, which follow, the special terms and conditions shall govern.

16. **REPORTS.** The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Authorized Purchaser.

17. **HOLD HARMLESS.** The CONTRACTOR shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers.

18. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

19. **GOVERNING LAW AND VENUE.** This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Oregon ("Lead State"). The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

20. **DELIVERY.** The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the CONTRACTOR until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and CONTRACTOR's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

21. **WARRANTY.** As used herein "Buyer" refers to any WSCA state agency or political subdivision. The CONTRACTOR acknowledges that the Uniform Commercial Code applies to this contract. In general, the CONTRACTOR warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

22. AMENDMENTS.

- a. This Contract may be amended, modified, or supplemented only by a written amendment signed by WSCA and CONTRACTOR ("Amendment").
- b. The parties anticipate that they might amend this Contract to purchase or acquire additional Goods, Products and Services directly related to the scope of the RFP. At such time as either party proposes any such Amendment, and to the extent necessary, WSCA and CONTRACTOR shall negotiate to finalize the terms of and costs, if any, associated with the Amendment and shall reduce those terms and costs to writing upon mutual agreement.
- c. WSCA may add or delete items during the term of the Contract. Adding or deleting items can only be done by written amendment between WSCA and CONTRACTOR. In the event that new Goods, Products or Services become available during the term of the Contract, CONTRACTOR may offer new Good, Products or Services to WSCA. CONTRACTOR shall provide these items at the same discount off manufacturer's list price from CONTRACTOR costs provided for similar items in published list price.

23. ASSIGNMENT/SUBCONTRACT. CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

24. NONDISCRIMINATION. The CONTRACTOR agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The vendor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Vendor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the vendor fails to comply with the provisions of these laws and regulations. The vendor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

25. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

26. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require CONTRACTOR to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If CONTRACTOR is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may

cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

27. **PAYMENT.** Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the CONTRACTOR may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

28. **FORCE MAJEURE.** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the contract.

29. **HAZARDOUS CHEMICAL INFORMATION.** The CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

30. **FIRM PRICE.** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

31. **EXTENSION OF PRICES.** In the case of error in the extension of prices in the bid, the unit prices will govern.

32. **BID PREPARATION COSTS.** WSCA is not liable for any costs incurred by the vendor in proposal preparation.

33. **CONFLICT OF INTEREST.** CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

34. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

35. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The

CONTRACTOR agrees to supply the political subdivisions based upon the same terms, conditions and prices.

36. DEBARMENT. The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

37. RECORDS ADMINISTRATION. The CONTRACTOR will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records will be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

38. AUDIT OF RECORDS. The CONTRACTOR agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

IN WITNESS WHEREOF, the parties have executed this Contract and the Standard Contract Terms and Conditions - Western States Contracting Alliance as of the date of execution by both parties below.


39. SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER; and (5) All affirmations contained in the RFP are true and correct.

Authorized Representative Name (Print): Randy Madson

Authorized Representative Signature: 

Title: Vice President of Sales, OfficeMax

Contractor FEIN ID# or SSN# (required) 82-0100960

Telephone Number: (253) 872-3099

Fax Number: (253) 872-3132

40. STATE SIGNATURE (to be completed by the State)

The DAS/SPO accepts Contractor's offer and awards a Contract to the above Contractor for the item(s) and/or Service(s).

Authorized Signature: 

Title: Internal Operations Manager

Date: 1/8/09

Term of Contract: 3 Year with option to Extend.

Contract Administrator (Type or Print): Pam Johnson

Title: State Procurement Analyst

Telephone Number: (503) 378-4031

Fax Number: (503) 378-1625

APPROVED:

Authorized Signature: See Email Dated December 3, 2009

Title: Assistant Attorney General

Date: 12/3/09

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR OFFICE SUPPLIES
Between**

The State of West Virginia and OfficeMax

This Participating Addendum will add the **State of West Virginia** as a Participating State to purchase from WSCA Price Agreement Number **PA9803**, with **OfficeMax Incorporated**.

Scope: This Addendum covers the WSCA/NASPO Office Supplies Contract #PA9803 led by the State of Oregon ("Lead State") for use by all government agencies within the State of West Virginia, including all state agencies and local public bodies, cities, counties and public schools and institutions of higher education are authorized to purchase products under the terms and conditions of this agreement.

Changes: Changes as noted in WV-96, attached hereto.

Termination: Either party may terminate this Addendum at any time and without penalty upon thirty (30) days prior written notice to the other party.

Reporting: All contractors will be required to process monthly usage reports electronically to the Purchasing Division. The monthly reports shall be submitted by the last business day of the month for the previous month's actual sales. Monthly reports are required even if no activity has occurred. The monthly report shall include, but is not limited to, the following Data Elements:

- 1) Agency Purchase Order Number
- 2) Method of Payment: Purchase order or West Virginia Purchasing Card "P-card".
- 3) Agency Purchase Order Date
- 4) Model Number or Part Number of the Item(s) Procured on the referenced Purchase Order.
- 5) Quantity Amount
- 6) Purchase Order Unit Cost Amount
- 7) Invoice Amount
- 8) Invoice Number
- 9) Invoice Date
- 10) RMA Amount: Return/Credit against a previous PO and Invoice
- 11) RMA Date
- 12) RMA Number
- 13) Ship To and Bill To Address
- 14) Product Line

Contractors may submit usage reports electronically to: jo.a.adkins@wv.gov

Purchasing Card: The State of West Virginia currently utilizes a Visa purchasing card program which is issued through a local bank. The contractor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by an State Agency.

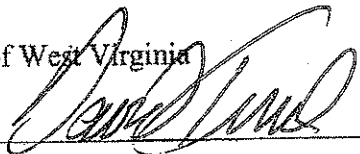
- 1. Primary Contact: The primary state government contact for this participating addendum is as follows:

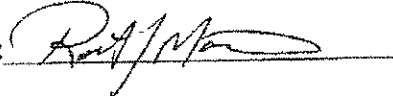
Contact: Jo Ann Adkins, Buyer Supervisor
 State/Political Entity: Department of Administration/Purchasing Division
 Address: 2019 Washington Street, East
 City, State, Zip: Charleston, WV 25305
 Phone: 304.558.2306 x 266
 Fax: 304.558.4115
 Email: jo.a.adkins@wv.gov

- 2. Contract Number: The contract number for the Participating State is OFFICE10.

This participating addendum, the Western States Contracting Alliance Standard Terms and Conditions which was signed by OfficeMax and the Lead State ("Master Agreement") and the WSCA Master Price Agreement, Number PA9803, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum, the Master Agreement or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, the Master Agreement and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. In case of a conflict between this Addendum and the Master Agreement, the terms and conditions of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of West Virginia
 By: 
 Name: David Tincher
 Title: Director
 Date: 6/14/10

Contractor: **OfficeMax Incorporated**
 By: 
 Name: Robert J. Martin
 Title: Vice President, Sales
 Date: June 10, 2010

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WV Purchasing Division

Signed: [Signature]

Title: Director

Date: 6/14/10

VENDOR

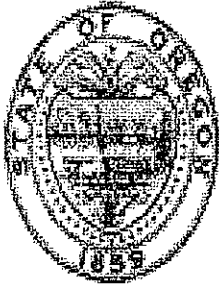
Company Name: Office Max, Inc.

Signed: [Signature]

Title: Vice President, Sales

Date: June 08, 2010

Request for Proposal (RFP)
State Procurement Office
Office Supplies and Services
Only Manual Bids Allowed
Opportunity #: 102-1557-09



State Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Contact Pam Johnson
Phone 1 (503) 378-4731
Fax 1 (503) 373-1626
Email pam.johnson@state.or.us

Attachments Exist
Organization Attachments Do Not Exist
Documents for Purchase Do Not Exist

Issued For
State Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Opportunity # 102-1557-09 Addendum #17
Original Publish Date & Time 05/04/2009 11:30 AM Publish Date & Time 09/29/2009 2:33 PM Closing Date & Time Changed 10/08/2009 3:00 PM Time Zone Pacific Time

All dates are mm/dd/yyyy

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Contact Name _____

Phone _____ Fax _____

Email _____

FID (Federal Business Number) _____

Resident Bidder Yes No FID _____
(Do not enter SSN)

Addendum # 17

This RFP has been extended for additional time, the new closing date is October 8, 2009 at 3:00 pm.

No other changes have been made, this addendum is to allow suppliers enough time to submit their proposals.

Addendum # 16

Addendum #16 is created to revise Appendix A dated September 25, 2009, due to formula error. A new Appendix A Dated September 28, 2009 has been uploaded. Please make sure to

Continued...

Request for Proposal (RFP)
State Procurement Office
Office Supplies and Services
Only Manual Bids Allowed
Opportunity #: 102-1557-09
Company Name: _____

follow the instructions on the spreadsheet.

All other language not changed by a previous addendum shall remain the same.

Addendum # 15

Addendum #15 is created to revise Appendix A dated September 23, 2009, due to a formula error. A new Appendix A Dated September 25, 2009 has been uploaded. Please make sure to follow the instruction on the spreadsheet.

All other language not changed by a previous addendum shall remain the same.

This RFP has been extended for additional time, the new closing date is October 1, 2009.

Addendum # 14

Addendum #14 is created to revise Section 3.3.5.5 Forms, Section 4.6.3 Cost Proposals and Revised Appendix A dated 9/23/09. Also included is vendor clarifications. Please make sure to follow the instructions on the spreadsheet.

All other language not changed by a previous addendum shall remain the same.

Addendum # 13

Addendum #13 is created to revises Section 6.1 Contract Negotiations, Section 3.3.5.5 Forms, Section 4.6.3 Cost Proposals, Appendix A date 9/17/09. Please make sure to follow the instructions on the spreadsheet.

All other language not changed by a previous addendum shall remain the same.

Addendum # 12

This RFP has been extended for additional time, the new closing date is September 29, 2009

Continued...

Request for Proposal (RFP)

State Procurement Office

Office Supplies and Services

Only Manual Bids Allowed

Opportunity #: 102-1557-09

Company Name: _____

Addendum # 11

Addendum #11 is created to revise Section 1.1, Section 3.3.5.5, and Section 4 of the RFP and to add a revised Appendix A. Please make sure the follow the instructions in the spreadsheet.

All other language not changed by a previous addendum shall remain the same.

Addendum # 10

This RFP has been extended for additional time, the new closing date is September 15, 2009.

Addendum #10 is created to attach the revised Market Basket Spreadsheet. Please see the attachments for the copy of the spreadsheet. Please make sure to follow the instructions in the spreadsheet.

Addendum # 9

This RFP has been extended for additional time, the new closing date is August 18, 2009.

Addendum # 8

Language change for Section 22 of Attachment B, See attachments for copy of Addendum #8

Addendum # 7

Addendum #7 is created to attach the Market Basket Spreadsheet. Please see the attachments for the copy of the spreadsheet. 6/29/09, make sure to follow the instructions in the Addendum #7 and the spreadsheet.

**** Addendum #6**** is available in the Attachments please make sure to download amd submit at proposal submission.

Continued...

Request for Proposal (RFP)

State Procurement Office

Office Supplies and Services

Only Manual Bids Allowed

Opportunity #: 102-1557-09

Company Name: _____

Addendum # 6

This Addendum is responding to questions submitted for Addendum #5

See attachments for responses. 6/29/09

Addendum # 5

Response to Protest to addendum #1, see attachments for copy of addendum #5

Addendum # 4

Second Phase, Response to Protest of the RFP. See attachments for the Addendum #4

Addendum # 3

First Phase, Response to protests to the RFP, see attachments for the Addendum #3, additional responses to come.

Addendum # 2

This RFP has been extended for additional time, the new closing date is July 30, 2009

Addendum # 1

Answers to Questions and Clarification. (SEE ATTACHMENTS FOR DETAILS)

New Closing Date: June 16, 2009 at 3:00 PM

Continued...

Request for Proposal (RFP)

State Procurement Office

Office Supplies and Services

Only Manual Bids Allowed

Opportunity #: 102-1557-09

Company Name: _____

Page 5 of 5

Item #	Quantity	Description	Unit Price	Total Amount
1		Commodity No. 600-73 Office Machines, Equipment, Accessories, and Supplies - Recycled		
Delivery Requirements To Be determined Payment Terms Net 30 Payment Term Comments FOB FOB Destination Delivery Comments			Total Including all charges US Dollars Only	

Request for Proposal (RFP)**Office Supplies and Services****Only Manual Bids Allowed****Issued By**

State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon
97301-4285

Contact: Pam Johnson

Phone: 1 (503) 378-4731

Fax: 1 (503) 373-1626

Email: pam.johnson@state.or.us

Opportunity #**102-1557-09****Publish Date & Time**

05/04/2009 11:30 AM

Closing Date & Time

06/02/2009 3:00 PM

Time Zone

Pacific Time

Approx. Time Remaining

All dates are mm/dd/yyyy

Attachments Exist

Organization Attachments Do Not Exist

Privileged Attachments Do Not Exist

Documents for Purchase Do Not Exist

Geographic Matching Exists

Commodity Matching Exists

Issued For

State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon
97301-4285

Opportunity Summary

The State of Oregon, Department of Administrative Services, State Procurement Office (DAS SPO), on behalf of the State of Oregon and its agencies, the Western States Contracting Alliance (WSCA), the National Association of State Purchasing Officials (NASPO) and authorized members of the Oregon Cooperative Purchasing Program (ORCPP), is requesting proposals from responsible Proposers to establish a Price Agreement(s) for Office Supplies, Toner, Paper, Recycle Products, remaining Full Line Catalog items, and related services. The State of Oregon and many of the WSCA states have adopted the principles of sustainability and are committed to meeting the office supplies needs of Authorized Purchasers while not harming the environment or human health.

SEE ATTACHMENTS FOR THE REQUEST FOR PROPOSAL AND THE PRICING SECTION

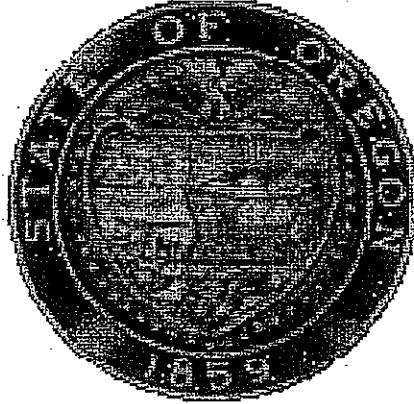
Item #	Quantity / Unit	Description	Unit Price	Total Amount
1	0	Commodity No. 600-73 Office Machines, Equipment, Accessories, and Supplies - Recycled		

Delivery Requirements To Be determined	Total Including all charges
Payment Terms Net 30	
FOB FOB Destination	
US Dollars Only	

Manual & Electronic response must express an interest. Manual response must 1st DOWNLOAD the document. Electronic Response [if allowed] – must express interest; select Supplier Response & complete response. Instructions can be found in the HELP screens

Control # 1127207

State of Oregon



COVER SHEET

Department of Administrative Services
State Procurement Office
On Behalf of

The STATE OF OREGON, the WESTERN STATES CONTRACTING ALLIANCE, and other
Authorized Purchasers

OFFICE SUPPLIES AND SERVICES

REQUEST FOR PROPOSALS (RFP)
RFP #102-1557-09

Date of Issue: May 4, 2009

Proposal Due Date: June 2, 2009, 3:00 PM (Pacific)

Issuing Office: Department of Administrative Services, State Procurement Office
Contact Name: Pam Johnson
Address: 1225 Ferry Street SE U140
City, State, Zip Salem, OR 97301-4285
Phone (voice) 503-378-4731
Phone (fax) 503-373-1626
E-mail: pam.johnson@State.or.us

Table of Contents

SECTION 1: GENERAL INFORMATION

1.1 SUMMARY OVERVIEW	pages 4-8
1.2 SCHEDULE OF EVENTS.....	pages 8-9
1.2.1 SINGLE POINT OF CONTACT.....	page 9
1.3 DEFINITION OF TERMS	page 9-10
1.4 SINGLE POINT OF CONTACT.....	page 10

SECTION 2: SOLICITATION PROCESS

2.1 PROCUREMENT AUTHORITY	page 11
2.2 PROCUREMENT METHOD.....	page 11
2.3 PREPROPOSAL CONFERENCE.....	page 11.
2.4 ORPIN SYSTEM.....	page 12
2.5 REQUESTS FOR QUESTIONS/CLARIFICATIONS.....	page 12
2.6 PROTEST OF SOLICITATION.....	page 13
2.7 ADDENDA	page 14
2.8 PROTEST OF ADDENDA.....	page 14

SECTION 3: INSTRUCTIONS TO PROPOSER(S)

3.1 ACCEPTANCE PERIOD	page 14
3.2 PROPOSAL SUBMISSION (GENERAL).....	page 14
3.3 PROPOSAL SUBMISSION REQUIREMENTS (PASS/FAIL).....	page 17
3.3.5 MANDATORY REQUIREMENTS (PASS/FAIL).....	page 18
3.4 DESIRABLE FEATURES.....	page 22
3.5 PRICE PROPOSAL.....	page 25
3.6 FINANCIAL STATEMENT/FISCAL STABILITY	page 26

SECTION 4: EVALUATION

4.1 PROPOSAL EVALUATION.....	page 27
4.2 RANKING OF PROPOSAL.....	page 27
4.3 DETERMINATION AND NOTICE OF COMPETITIVE RANGE.....	page 27
4.4 PROTEST OF COMPETITIVE RANGE.....	page 28
4.5 EVALUATION COMMITTEE	page 29
4.6 EVALUATION CRITERIA	page 30
4.6.3 COST PROPOSAL APPRENDIX A.....	page 31

SECTION 5: INTENT TO AWARD

5.1 AWARD NOTIFICATION.....	page 34
5.2 AWARD PROTEST.....	page 34

SECTION 6: CONTRACT NEGOTIATIONS AND EXECUTION

6.1 CONTRACT NEGOTIATIONS.....	page 34
6.2 CERTIFICATE OF INSURANCE.....	page 35

SECTION 7: ADDITIONAL INFORMATION FOR PROPOSER

7.1 GOVERNMENTAL ENTITIES.....	page 35
7.2 OWNERSHIP OF MATERIALS.....	page 36

7.3 COST AND DAMAGES.....	page 36
7.4 CANCELLATION OR REJECTION OF PROPOSALS.....	page 36
7.5 CONFIDENTIAL OR PROPRIETARY INFORMATION.....	page 36
7.6 STATEWIDE EWASTE/RECOVERY POLICY.....	page 36
7.7 RECYCLED PRODUCTS.....	page 36
7.8 CONTRACT AMENDMENTS.....	page 37
7.9 RECIPROCAL PREFERENCE.....	page 37

APPENDICES/ATTACHMENTS/EXHIBITS

APPENDIX A. COST SCHEDULE (separate document)

ATTACHMENT A. PROPOSER COVER SHEET.....page 38

ATTACHMENT B. WESTERN STATES CONTRACTING ALLIANCE TERMS AND
CONDITIONS.....page 40

ATTACHMENT C. WSCA Participating Addendum.....page 45

ATTACHMENT D WSCA Contract Quarterly Admin Fee and Sales Report.....page 46

ATTACHMENT E State of Oregon Participating Addendum.....page 47

SECTION 1: GENERAL INFORMATION

1.1 SUMMARY OVERVIEW:

The State of Oregon, Department of Administrative Services, State Procurement Office (DAS SPO), on behalf of the State of Oregon and its agencies, the Western States Contracting Alliance (WSCA), the National Association of State Purchasing Officials (NASPO) and authorized members of the Oregon Cooperative Purchasing Program (ORCPP), is requesting proposals from responsible Proposers to establish a Price Agreement(s) for Office Supplies, Toner, Paper, Recycle Products, remaining Full Line Catalog items, and related services. The State of Oregon and many of the WSCA states have adopted the principles of sustainability and are committed to meeting the office supplies needs of Authorized Purchasers while not harming the environment or human health.

While the primary purpose of this solicitation is to select a supplier(s) who can offer the supplies for all Participating States, suppliers are permitted to propose for a single State. See Section 3.4.14.

1.1.1 Scope: The scope of this procurement includes the provision of a full range of Office Supplies, Toner, Paper, and Recycled Products offered in a Full Line Catalog (**catalog must include at least 5,000 items**) including the following product categories:

Category Number	Category Description	Category Number	Category Description
1	Adhesives, Glues, Glue-sticks, Adhesive Removers	26	Ink Pads, Refills, Stamps
2	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets, Etc	27	Knives, Cutters, Blades, Scrapers
3	Archive Boxes, Cardboard Boxes, Storage Containers	28	Labels, Label-Making Equipment, Label Holders
4	Award Frames, Displays, Plaques, Certificates	29	Mailing Tubes, Mailing Tubs, Packaging, Fingertips, Letter Openers, Moistener
5	Badges, Badge Holders, Lanyards	30	Markers, Highlighters

6	Batteries, Chargers, UPS Power Supply	31	Mouse, Keyboards, Wrist-rests, Keyboard Pads, Mouse-pads, Keyboard Trays
7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber-bands	32	Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper
8	Binders, Combs, Rings, Splines	33	Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Garbage Can Liners
9	Book Cases, Book Ends, Book Shelves	34	Paper
10	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards	35	Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills
11	Calendars, Desk- pads, Refills, Planners	36	Pouches
12	Calculators, Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape	37	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles
13	Cameras, Camera Film, Photo Paper, Camera Bags, Camera Cases	38	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards,

			Flag Tape
14	Carts, Hand Trucks	39	Scissors, Shears, Cutters, Trimmers, Hole Punches
15	CD's, DVD's, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Digital Voice Recorders, Ribbons, Typewriters, Computer Bags and Cases	40	Shredders, Shredder Bags, Lubricants
16	Chair-mats	41	Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates
17	Clocks, Hooks, Lamps	42	Staplers, Staples, Staple Removers
18	Correction Fluid, Correction Tape, Correction Pens	43	Storage Cabinets, Filing Cabinets, File Storage Systems, Rails
19	Cups, Spoons, Forks, Plates, Bowls	44	Surge Protectors, Extension Cords
20	Dusters, Computer Dust-off Spray, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans	45	Tape, Tape, Dispensers, Embossing Tape, Velcro Products
21	Envelopes	46	Tissue, Paper Towels, Napkins
22	Erasers, Dry Erase Erasers, Chalk, Crayons	47	Toners, Cartridges, Fusers, Kits, Drums
23	Fans, Heaters	48	Transparency Film, Transparency Paper, Laminators,

			Laminating Supplies
24	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	49	USB Drives, Flash Memory, Zip Disks
25	Headsets, Headset Accessories Headphones	50	Un-Categorized Spend

The Microsoft Excel Spreadsheet Cost Schedule, attached as Appendix A, must be completed per the instruction in Section 4.6.3 of this RFP.

In addition, the State and WSCA wish to encourage participation by and from Emerging Small Business (ESB), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the Price Agreement(s) to be awarded pursuant to this RFP.

1.1.2 Estimated Usage: In aggregate, the annual spend by the State of Oregon and the following Participating WSCA States; Alaska, Colorado, Idaho, Nevada, Utah, for Office Supplies, Toner, Paper, Recycle Products, Full Line Catalog Items and related services exceeded \$59,000,000.00 in calendar year 2008.

The value of purchases for each category referenced in this RFP are the WSCA Participating State's estimated annual requirements and may vary more or less from the volume actually purchased. **The State of Oregon and all other participating WSCA states do not guarantee any minimum or maximum volume of purchases in any of the 50 separate categories.** Orders will be issued throughout the term as required. Please see Appendix A for the estimated purchase volume by each state in each of the categories.

1.1.3 WSCA Background Information and Price Agreement Participants: WSCA was formed in October 1993. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting. WSCA is a subdivision of the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services and sharing among the WSCA participants.

The WSCA member states are: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Each WSCA state is represented by the principal procurement official that leads the state central procurement organizations (or the designee for that state).

This RFP, Contractor's proposal, and the WSCA Terms and Conditions together comprise the Price Agreement(s) that will result from this solicitation. Each Participating State shall enter into its own participating addendum pursuant to the provisions of Section 6 of this RFP and in the form attached as Attachment C. Each Participating State may choose to integrate additional unique terms and conditions and its own states' Administrative Fee.

The Price Agreement(s) resulting from this procurement may be used by WSCA member states and their political subdivisions (such as city and county government, and public and higher education). The Price Agreement(s) resulting from this RFP, may be used by other NASPO states with the authorization from the WSCA directors and subject to approval of the individual State Procurement Director and local statutory provisions.

As of the date of the release of this RFP, the following state have indicated their intent to participate in the resulting agreements such as; Alaska, Colorado, Hawaii, Idaho, Nevada, Oregon, Utah and South Dakota.

1.1.4 Initial Term: The Initial Term of Price Agreement(s) resulting from this RFP will be three years beginning on the date that the State of Oregon signs the original Price Agreement. By mutual agreement, the parties may extend the term of the Price Agreement for two additional one year periods, unless terminated earlier in accordance with the termination provisions set forth in the Price Agreement.

1.1.5 Note: All WSCA Participating States and Purchasing Entities reserve the right to competitively solicit additional sources for commodities within the scope of this RFP during the Price Agreement term, where deemed to be in the best interest of the state(s) or entities involved. Further, Participating States may have, or develop other contracts for commodities within the scope of this RFP. Any Participating State reserves the right to contract for partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

1.1.6 Individual State Only: While the primary purpose of this solicitation is to select a supplier(s) who can offer the supplies for all Participating States, Proposers are permitted to submit a Proposal for a single State. However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the Price Agreement(s) resulting from this RFP, including all optional renewals. See Section 3.3. to enter the state that the proposer intends to propose for.

1.1.7 Local Entity Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

1.2 SCHEDULE OF EVENTS:

Event	Date	Time (Pacific Time)
Solicitation Release	May 4, 2009	See ORPIN
Pre-Proposal Conference	May 14, 2009	10:00 am to 12:00 noon <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Deadline for Questions/Clarifications	May 20, 2009	3:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Deadline for Protest of	May 27, 2009	3:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM

Solicitation		
Closing Date and Time for Submittals	June 2, 2009	3:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Posting of Notice of Intent to Award (approximate)	TBD	See ORPIN
Protests of Award	7 Calendar days from Notice of Intent to Award	TBD <input type="checkbox"/> AM <input type="checkbox"/> PM
Contract Execution (approximate)	TBD	See ORPIN

1.2.1 SINGLE POINT OF CONTACT (SPC):

Pam Johnson,
 State Procurement Analyst
 DAS SPO -- Department of Administrative Services, State Procurement Office
 1225 Ferry St, SE, U-140
 Salem, OR 97301
 Voice: 503.378.4731
 FAX: 503.373.1626

E-mail: Pam.Johnson@state.or.us

All Proposer(s) communications concerning this solicitation shall be directed only to the SPC listed above unless otherwise identified in this RFP. Any unauthorized contact regarding this RFP with other State employees or officials may result in Proposal rejection. Any oral communications shall be considered unofficial and non-binding. Proposer(s) shall rely only on written statements issued by the SPC. Responses to Proposer's verbal requests for information or clarification are not binding unless provided in writing by SPC as specified below.

Answers to questions DAS SPO receives and that DAS SPO, in its sole discretion, determines are substantive, shall be issued as official Addenda to this RFP. When appropriate as determined by DAS SPO in its sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions shall be issued as official Addenda to this RFP. Changes or modifications to this RFP shall be binding on DAS SPO only if in the form of written Addenda issued by DAS SPO. All Addenda are posted on ORPIN.

1.3 DEFINITION OF TERMS: For the purposes of this RFP, the following definitions will be used. These definitions do not apply to the Price Agreement form attached as Attachment B.

“Addendum” means an addition to or deletion of, a material change in, or clarification of, the RFP. Addenda shall be labeled as such, issued by DAS SPO, and shall be made available to all interested Proposers as set forth in this RFP.

“Authorized Purchaser” means any agency, cooperative, or political subdivision or any ordering entity that submits orders pursuant to its own purchasing authority under its applicable rules and regulations.

“Closing Date and Time” means the date and time on or before all Proposals must be submitted.

“DAS SPO” means the Department of Administrative Services, State Procurement Office.

“Full Line” means the products from the catalog that Contractor must make available to the Authorized Purchasers specific website and through all other ordering methods, with the applicable contract discount-off the manufacturers list price, as set forth below. The office supplies Full Line is broken down into product categories and is set forth in Section 1.1.1

“Goods or Products or Services” means all items or services offered through the Price Agreement(s) resulting from this RFP.

“NASPO” means The National Association of State Procurement Officials (NASPO), Inc. which was formally established on January 29, 1947, in Chicago, Illinois. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public procurement, improve the quality of procurement, exchange information and cooperate to attain greater efficiency, economy, and customer satisfaction.

“Proposal” means Proposal submitted in response to the RFP.

“Proposer” means a person, organization or governmental entity submitting a Proposal.

“RFP” means Request For Proposal.

“State” means the State of Oregon.

“Successful Proposer” means the person, organization or governmental entity to which the award is made.

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming

1.4 SINGLE POINT OF CONTACT:

All questions or protests about the technical requirements of this RFP, contractual requirements, or the procurement process must be directed to the person identified on the cover sheet of this RFP (“Single Point of Contact” or “SPC” See Section 1.2.1).

SECTION 2: SOLICITATION PROCESS

2.1 PROCUREMENT AUTHORITY: DAS SPO is conducting this RFP pursuant to its authority under OAR 125-246-0170(3).

2.2 PROCUREMENT METHOD: DAS SPO intends to use the competitive sealed Proposal method, pursuant to ORS 279B.060 , OAR 125-247-0261 and OAR 125-246-0450. DAS SPO intends to conduct any combination of the following methods for Competitive Sealed Proposals – Multistep Solicitation: a). Competitive Range; b). Discussions and Revised Proposals; c). Best and Final Offers; d) Multistep Proposals; e) Revised Rounds of Negotiations; and f). Negotiations.

2.2.1 DAS SPO reserves the right to award one (1) or more Price Agreements. The actual number of awards is at the sole discretion of DAS SPO, depending on the quantity and quality of submitted Proposals. DAS SPO shall make its decision after all Proposal evaluations, pricing, and other costs are scored. DAS SPO shall rank all Proposals and establish a competitive range. DAS SPO shall look for a natural break in the final scores. The natural break is the greatest number between any two scores, in a set of scores, (e.g., seven scores of: 82, 81, 77, 75, 67, 65, 64 — the natural break would be 75).

2.3 PRE-PROPOSAL CONFERENCE:

Not Applicable

Applicable: A pre-Proposal conference will be held for this RFP . Proposer attendance at this conference is:

Mandatory

Voluntary

DATE	TIME	LOCATION
May 14, 2009	10:00 AM to 12:00 Noon	Mt. Mazama Conference Room

The purpose of this Conference is to explain the RFP requirements and to answer any questions Proposers may have. Statements made at the Pre-Proposal Conference are not binding upon DAS SPO. Proposers are cautioned that the official RFP requirements will change only by written Addenda issued by DAS SPO as provided in subsection 2.6.1. A Pre-Proposal Conference is scheduled for May14, 2009 from 10:00 AM PT to 12:00 Noon PT at the General Services Building, 1225 Ferry St. SE. , Salem, OR 97301, in the Mt. Mazama Conference Room in the Basement. Proposer(s) are responsible for any parking fees associated with attending this Pre-Proposal Conference.

The purpose of the Conference is to clarify the Proposal requirements and to answer any questions Proposer(s) may have. Participation in the Pre-Proposal conference is not mandatory

All questions, statements, or summary of questions discussed during the Pre-Proposal Conference are only for the purpose of sharing ideas and examples. To become official, all information must be posted as Addenda to this RFP on ORPIN.

2.4 ORPIN SYSTEM:

2.4.1 RFP's, including all Addendum and attachments, are posted on the Oregon Procurement Information Network (ORPIN) as part of the solicitation document and will not be mailed to prospective Proposers. Proposers without access to ORPIN may download copies at DAS SPO, 1225 Ferry St. SE – U140, Salem, Oregon. Proposers may also order hard copies from the DAS SPO for a fee.

2.4.2 ATTACHMENTS: If an Appendix, Exhibit, Attachment or Addendum is used that cannot be viewed or downloaded through ORPIN, the solicitation will include instructions on how to obtain these documents.

2.4.3 ORPIN USAGE: Proposers unfamiliar with ORPIN may contact DAS SPO at 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone number (503) 378-4642. <http://procurement.oregon.gov/>

2.4.4 ORPIN REGISTRATION INFORMATION: Proposers are responsible for ensuring that their registration information is current and correct. DAS SPO accepts no responsibility for missing or incorrect information contained in the supplier's registration information in ORPIN.

2.5 REQUESTS FOR CLARIFICATIONS/QUESTIONS: All inquiries, whether relating to the solicitation process, administration, deadline or award, or to the intent or technical aspects of the products or services must be submitted, in writing, to the SPC (mail, fax or email are acceptable) by the deadline identified in Section 1.2. **No telephone questions will be accepted or considered.**

Requests must:

- Identify the Proposer's name and be signed by the Proposer's authorized representative;
- Clearly reference this RFP Number 102-1557-09
- Refer to the specific RFP paragraph number and page and should quote the passage being questioned.
- Be received as described above by the deadline identified in the Schedule of Events, Section 1.2.

When appropriate as determined by DAS SPO, in its sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions will be issued by Addendum to this RFP.

Interpretations, corrections or changes to this RFP will be made by written Addendum, and posted to ORPIN. Interpretations, corrections or changes to this RFP made in any other manner will not be binding on the State of Oregon.

2.6 PROTEST OF RFP (RFP/Price Agreement Terms and Conditions):

This is the Proposer's only opportunity to protest the provisions of this RFP, including but not limited to, the solicitation process, specification/Statement of work requirements, and contract terms and conditions.

2.6.1 Proposers may submit a written protest of anything contained in the RFP. Prospective Proposers must submit protests to the SPC by the deadline specified in Section 1.2.1 of this RFP. DAS SPO will not consider any protest received after this deadline.

2.6.2 Protest of Terms and Conditions Contained in Sample Oregon Participating Addendum. The Sample Oregon Participating Addendum (Attachment E) contains the terms and conditions that shall govern the Oregon Participating Addendum.

2.6.3 A Proposer(s) who believes any of the terms and conditions contained in the WSCA Terms and Conditions or the Sample Participating Addendum form are unnecessarily restrictive or limit competition may protest those terms and conditions.

2.6.4 THIS IS THE PROPOSER'S ONLY OPPORTUNITY TO PROTEST THE TERMS AND CONDITIONS CONTAINED IN THE WSCA TERMS AND CONDITIONS OR THE OREGON PARTICIPATING ADDENDUM OR THE SAMPLE PARTICIPATING ADDENDUM FORM. ANY PROPOSAL WHICH TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE WSCA TERMS AND CONDITIONS OR THE OREGON PARTICIPATING ADDENDUM OR THE SAMPLE PARTICIPATING ADDENDUM FORM, FOLLOWING THE PROTEST PERIOD OF THIS RFP, SHALL BE DEEMED NON-RESPONSIVE, AND THE PROPOSAL SHALL BE REJECTED.

Protests must include:

- The identity of the Proposer;
- A clear reference to this RFP #102-1557-09;
- Reason for the protest;
- Proposed changes to the RFP provisions, Statement of Work or Contract Terms and Conditions; and,
- All required information as described in ORS 279B.405(4)

2.6.5 Proposers accept all terms and conditions of the RFP and the sample Oregon Participating Addendum by signing the RFP Proposal Cover Sheet (Attachment A).

2.6.6 DAS SPO will address all timely submitted protests within a reasonable time following DAS SPO's receipt of the protest and will issue a written decision to the Proposer who submitted the protest. Protests that do not include the required information may not be considered by DAS SPO. DAS SPO will receive protests in the following forms:

- Faxed Protest submitted to person identified on the Cover Sheet of this RFP.
- Emailed Protests submitted to person identified on the Cover Sheet of this RFP.
- Letter submitted to person identified on the Cover Sheet of this RFP.

2.7 ADDENDA:

DAS SPO shall advertise Addenda only on ORPIN. Proposers are responsible for checking ORPIN to determine whether any Addenda have been issued.

Addenda are incorporated into the RFP by this reference and can be viewed and downloaded by registered firms. Proposers should consult ORPIN regularly until the Closing Date and Time to assure that they have not missed any Addendum announcements. DAS SPO is not responsible for sending Addendum to any potential Proposers, whether requested or not.

2.8 PROTEST OF ADDENDUM:

Unless a different deadline is set forth in the Addendum, prospective Proposers may submit a protest of the Addendum by the close of the next business day after the issuance of the Addendum, or no later than 5:00 PM Pacific Time on the last day allowed to submit a Solicitation protest under OAR 125-247-0430, whichever is later. The Addendum protest must be submitted in the same manner as a protest of the RFP under subsection 2.6 above.

SECTION 3. INSTRUCTIONS TO PROPOSER

3.1 ACCEPTANCE PERIOD:

Unless otherwise specified herein, Proposals are firm offers for a period of one hundred eighty (180) calendar days from the Closing Date and Time.

3.2 PROPOSAL SUBMISSIONS (GENERAL):

3.2.1 PROPOSAL FORMAT:

Proposer should describe in detail how it will meet the requirements of this RFP, addressing the Pass/Fail requirements and Desirable Features as set forth below, and may provide additional related information with its Proposal. The Proposal should be presented in a format that corresponds to, and references, the sections contained in the specifications or Statement of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.

Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, Proposer must provide such documentation with the Proposal indicating where the supplemental information can be found. Proposals that merely offer to provide products, goods, and services as stated in this RFP may be considered non-responsive and may not be considered for further evaluation.

DAS SPO prefers to receive Proposals in appropriately sized three-ring binders with an index and tabs identifying separate sections.

3.2.2 QUANTITY OF PROPOSALS TO BE SUBMITTED:

Proposers are required to send one (1) original "MASTER," and three (3) copies of the Technical Proposal and all required supporting information and documents to the State of Oregon on or before the Closing Date and Time. Proposers are required to send one (1) copy of the same proposal to each member of the evaluation team, as designated. See names and locations of each person below. Proposals shall be marked in accordance with subsection 3.2.3. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving discrepancies. If one document is not clearly marked "MASTER," DAS SPO reserves the right to use the original as the Master. If no document can be identified as an original, Proposer's Proposal may be rejected at the discretion of DAS SPO.

Gail Burchett
Purchasing Officer II
Nevada State Purchasing
515 East Musser St
3rd Floor
Carson City, NV 89701

Bonnie Sletten
Purchasing Officer
State of Idaho
Division of Purchasing
650 West State St. Rm B-15
Boise, ID 83720

State of Utah
Purchasing and General Services
Attn: Larry Thacker
5110 State Office Bldg.
Salt Lake City, UT 84114

State of Alaska
Division of General Services
Attn: Tom Mayer
333 Willoughby Ave.
Juneau, AK 99811-0210

3.2.2.1 As set forth in Section 3.5 below, all Proposer(s) shall submit copies of their Price Proposals on the Cost Schedule attached as Appendix A along with any other cost information. All Pricing shall be kept separate and sent directly to the SPC see Section 1.2.1 and not be sent to the names above.

All Proposer(s) shall submit the required information in Microsoft Excel in version 2003 or newer format using the spreadsheets attached. Save the completed spreadsheets to a CD. Provide two (2) copies of the pricing CDs to the State of Oregon only and make sure they are properly labeled. The CDs can be shipped in the same package as the rest of the RFP, but sealed separately. One (1) Original copy of each pricing page shall also be printed, dated, and initialed (to confirm that pricing on CDs is not altered), and be enclosed with the pricing CDs in the sealed portion.

3.2.2.2 All Proposer(s) shall submit a hard copy Technical Proposals in a sealed envelope and pricing information (hardcopy and CD's) in a separate sealed envelope shall be received *concurrently* by the deadline set forth in the Schedule of Events and date time-stamped by DAS SPO, at the address on the cover of this RFP.

Soft copies submitted by e-mail as well as oral, telegraphic, telephone, or facsimile Proposals shall not qualify to meet the deadline as only hard, original copies, in quantities specified, printed in ink can satisfy the deadline.

3.2.2.3 All Proposer(s) and all subcontractors or partners shall be registered with the Secretary of State to conduct business in the state where Goods, Products or Services will be provided, if required by the laws of the state. See Attachment A Cover Sheet.

3.2.2.4 For the Oregon Participating Addendum, Oregon requires that all Proposers and their subcontractors or partners must be registered with the Secretary of State to conduct business in the State of Oregon. See Attachment A Cover Sheet.

3.2.3 ENVELOPE, PACKAGE OR BOX LABEL:

Proposals must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

- Name of Proposer
- RFP Number 102-1557-09
- Closing Date and Time

Proposers are solely responsible for ensuring that their Proposals are received by DAS SPO in accordance with the solicitation requirements, before the Closing Date and Time, and the place specified on the cover sheet of this RFP. DAS SPO shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover letter of this RFP will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this RFP before the Closing Date and Time. **Proposals may NOT be submitted by facsimile.**

3.2.4 PROPOSAL MODIFICATIONS:

It is the responsibility of the Proposer to ensure that modified Proposals are submitted before the Closing Date and Time. All modifications made to a Proposal before submission must be made in ink and must be properly initialed by Proposer's authorized representative. Proposals that contain omissions or improper erasures or irregularities may be rejected.

Any Proposer who wishes to make modifications to a Proposal already received by DAS SPO must first withdraw its Proposal in order to make the modification. Withdrawals must be made in accordance with subsection 3.2.5. The revised Proposal may then be resubmitted in accordance with the provisions of this RFP.

No oral, electronic, telegraphic, or telephonic Proposals or modifications will be considered. **Proposals or modifications to a Proposal may NOT be submitted by facsimile.**

3.2.5 PROPOSAL WITHDRAWAL:

If a Proposer wishes to withdraw a submitted Proposal, it must do so prior to the Closing Date and Time. The Proposer must submit a written notice to withdraw, signed by the authorized representative and submitted to the person identified on the cover sheet of this RFP.

3.2.6 LATE PROPOSALS:

The Closing Date and Time identified in subsection 1.2, or as modified by Addenda, is FIRM. Proposals will **NOT** be accepted for consideration in the evaluation process after the Closing Date and Time and late Proposals will be returned to the Proposer.

3.2.7 OPENING OF PROPOSALS:

Proposals will be opened and the names of all Proposers will be read at the Closing Date and Time listed in Section 1.2. Proposals will be opened at the DAS SPO Second Floor, 1225 Ferry Street SE, Salem, Oregon .

3.3 PROPOSAL SUBMISSION REQUIREMENTS (PASS/FAIL):

In addition to submission of the Price Proposal, each Proposal must comply with the following requirements, which will be evaluated on a Pass/Fail basis. Failure to provide any of the information in this section **WILL** result in rejection of the Proposal. DAS SPO reserves the right to determine which Proposals meet the Proposal Submission Requirements of this RFP.

Individual State Only: If a Proposer submits a Proposal for a single state, the Proposer must identify the single State in its proposal. _____

3.3.1 SUBMITTAL DEADLINE:

Proposals must be submitted before the Closing Date and Time. Proposals will **NOT** be accepted after the Closing Date and Time and late Proposals will be returned to the Proposer. DAS SPO may extend the Closing Date and Time when it is in the best interest of the State.

3.3.2 PROPOSAL COVER SHEET:

The Proposer **must** include in its Proposal Submission the attached Proposal Cover Sheet (Attachment A) signed by a duly authorized representative empowered to legally bind the Proposer to the Proposal submission.

3.3.3 AUTHORIZED SIGNATURE:

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to the Proposal submission and the Price Agreement resulting from this RFP. Upon request by DAS SPO, any representative submitting a Proposal on behalf of the Proposer shall provide a current power of attorney or other document certifying the representative's authority to bind the Proposer. Upon request of DAS SPO, a corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Proposal to execute contracts on behalf of the entity.

3.3.4 REFERENCES:

Proposer must provide a minimum of three (3) references from similar projects performed for any clients within the last four (4) years. Information provided must include:

- Client Name, telephone number and address;
- Project Description;
- Project Dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name and telephone number.)

DAS SPO may check to determine if references provided are supportive of the Proposer's ability to comply with the requirements of this RFP. Failure to provide complete and accurate information in Proposal may be cause for rejection. DAS SPO may conduct other reference checks with persons whose names have not been provided by Proposer, but that DAS SPO has knowledge. DAS SPO may use references to obtain additional information, break tie scores, or verify any information needed.

DAS SPO will make reasonable attempt to contact each of the three references provided by the Proposer. If these attempts are unsuccessful, the Proposer will not receive consideration or points for that reference. DAS SPO reserves the right to contact any other references beyond those submitted by Proposer at DAS SPO's discretion.

3.3.5 MANDATORY REQUIREMENTS:

Proposal submissions must contain documentation to demonstrate Proposer's ability to meet the mandatory requirements as defined below. Proposer must provide detailed written narrative information explaining how it meets the requirements.

Proposals shall be evaluated on criteria set forth in this RFP and responsiveness to the purpose and specifications of this RFP. Only those Proposals that include complete information, as required by this RFP shall be considered for evaluation.

3.3.5.1 Online Catalog and Ordering Capability: Proposer's online ordering portal and catalog shall provide help functions, order tracking, related prompts which open automatically to an items description, part number catalog price, contract price and photo. A Proposer's Full Line catalog with a minimum of 5,000 items including current list price and the contract price for all items must be available in the Proposer's online system. Online ordering capability must be available to all authorized users within 60 days of the execution of Participating Addendums. Online orders placed by 4:00 pm shall qualify for delivery within 2 business days for all states except Alaska and Hawaii which will be 3 business days. Proposer must make available customer service agents and technical support staff to handle all orders and mitigate all order related technical issues from 8:00 am to 5:00 pm.

1. Describe in detail the online catalog and the offered systems capabilities in regard to real time inventory data, catalog list price, and contract price. .
2. Describe in detail the ability of the offered online ordering system to provide agency specific online order platforms (i.e. ordering platforms that allow for agency-specific item blocking).

3. Describe in detail the offered online ordering system's ability to identify a products' recycled content within the online system.
4. Describe in detail the offered online ordering system's website ability to interface with a state electronic procurement website in order to provide end users one-stop shopping?
5. Describe how hardcopy catalog and updated contract price guides can be made available and delivered to end users.

3.3.5.2 Forced Substitution: For the purposes of this RFP, all resulting Price Agreements, and all Participating Addenda, the term forced substitution shall be defined as followed:

"The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity."

By signature of the proposal, the Proposer has in good faith offered a discount from each of the categories defined on the cost schedule with the full intention of supporting the product offerings in each category via its online catalog, store front operations, and stocking inventory. If an ordered item is out of stock, as the contractor, it must notify the ordering entity for prior approval before substituting for the out of stock item. The practice of forced substitution will not be accepted.

3.3.5.3 Service Representatives: Proposers shall provide each Authorized Purchaser with customer service representatives assigned to handle questions and resolve all problems that arise. Service representatives shall be available 8:00 am to 5:00 pm Monday through Friday. All service representatives shall have online access to account information providing immediate responses to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing questions, and contract compliance requirements. Service representatives shall be available by phone (via local or toll free number), fax, or email during the required times for each participating state.

1. Describe in detail the process that shall be used to ensure adequate service representatives will be available.

3.3.5.4 Training: Proposer shall provide all training as necessary at no additional cost to all Authorized Purchasers and WSCA Participants on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

1. Describe in detail the Proposer's ability to offer training that may be required to ensure ordering entities have a thorough understanding of all ordering processes including any online systems.

3.3.5.5 Forms: Proposals must be submitted on preprinted forms, if applicable, as supplied by DAS SPO.

Forms to be included with the proposal submission:

Attachment A: Proposal Cover Sheet

Attachment B Western State Contracting Alliance Terms and Conditions
 Attachment E State of Oregon Participating Addendum
 Exhibit No 1. State of Oregon State Specific Terms and Conditions

Appendix A Appendix A is the Cost Schedule. There are three tabs on the schedule titled as illustrated below:

Tab 1: Vendor Specific Catalog
 Tab 2: Wholesaler Catalog
 Tab 3: Paper

Instructions have been provided on the top of each tab. The gray shaded areas of each tab must be completed. The Vendor Specific and Wholesaler Catalog tabs must be completed by entering a percentage discount off the manufacturer's list price in each of the 50 categories on both tabs and entering the name of the catalogs that are being offered.

A failure to offer a percentage discount off in a category on the Vendor Specific and Wholesaler Catalog tabs shall be construed to indicate that no percentage off is offered in that specific category.

The Paper Tab must be completed by entering the price per case, price per ream, price per pallet, and price per container in the gray shaded areas for each of the 12 individual papers illustrated on the tab.

3.3.5.6 Key Persons: Proposers must provide a listing of the following personnel, along with their years of industry experience and years of employment with Proposer's organization, who will be supporting the WSCA contract and transactions within each WSCA Participating State:

Administration and Management
 Sales and Sales Management
 Customer service agents

3.3.5.7 Freight Policy: All shipments shall be F.O.B. Destination, freight prepaid and allowed for all participating states, except Alaska and Hawaii. The freight for Alaska and Hawaii will be addressed in their Participating Addendum. Proposers are responsible for filing and expediting all freight claims with carriers. The Proposer shall pay title and risk of loss or damage charges. All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the ordering entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of a contractor's error, all shipping costs shall be paid by the contractor.

1. Describe in detail the Proposer's freight policy for each participating WSCA state.

3.3.5.8 Shipping: All shipments are to be delivered directly to the ordering department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- Authorized Purchaser
- Delivery Address
- Ordering entity and floor
- Contact
- Telephone number

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any backordered items
- Unit Price and extension
- Number of parcels
- Purchase Order, Delivery Order or Purchasing Card Number
- Ordering entity name
- F.O.B.(destination)
- All information contained on the packing label

3.3.5.9 Delivery Issues: All Products delivered in poor condition, or not ordered may, at the discretion of the Authorized Purchaser, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately.

If the Contractor has not picked up or provided for the return of rejected goods within 15 business days of notification of rejection, the Authorized Purchaser may dispose of them as they see fit. Contractor shall credit the price of the goods regardless.

3.3.5.10 Delivery and Distribution of goods shipped: Provide a list and location for all of the Distribution Centers and Warehouse operations located within the following WSCA Participating States operated by the Proposer:

Alaska
 Colorado
 Hawaii
 Idaho
 Nevada
 Oregon
 South Dakota
 Utah

1. If Proposer's warehouse is not located in a Participating State, indicate where the shipments originate from and what the Proposers' contingency plan for road closures and delays caused by inclement weather?

3.3.5.11 Reporting Requirements: Authorized Purchasers require monthly electronic (Excel) usage and quality reports. These reports should include at a minimum, but not be limited to, the following metrics in no particular order:

- Fill rate
- Delivery success rate
- State of Oregon contract number (WSCA),
- Usage broken down by state agency, political subdivision and location.
- Number of orders placed
- Total dollar value of orders placed during the reporting period
- Average value of each order

The Participating States reserve the right to develop their own reporting criteria.

The Proposer shall be able to provide evidence to the Contract Administrator of Proposer's Cost for any item in the catalog where an ordering entity was charged a higher price than the list price adjusted by the applicable percentage discount off the category containing the specific item. The Proposer shall furnish the DAS SPO and any Participating State with reports on a monthly and quarterly basis in a format mutually agreed upon by the State and the Proposer. These reports should be submitted by the 15th of the month, following the month or quarter for which the report is due. See Attachment D.

1. Describe in detail the level of sophistication and complexity you can provide the Participating States with usage reports as described above. Proposers should provide a sample report with their proposal.

3.3.5.12 Emergency Management and Recovery: Describe Proposer's policy and process if a disaster occurs for the following items at a minimum:

- Data Recovery and Online Ordering
- Disaster Delivery
- Warehouse Access
- Emergency Contact Phone Numbers

3.4 DESIREABLE FEATURES: In order to receive a score for each of the following desirable sections, the Proposer must address its ability to meet each item as detailed in section 3.4. Responses should be thorough yet concise.

3.4.1 Excellent Customer Service: Both Authorized Purchasers and Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer service and satisfaction. Customer service adds value to a product and builds enduring relationship. Customer Service is a vital function of how well an organization is able to constantly and consistently exceed the needs of the customer.

Attributes that contribute to excellent Customer Service:

- Courteous
- Knowledgeable and well trained
- Critical thinking skills
- Authority to make policy decisions.
- Problem Solvers

1. *Describe Proposer's approach to customer service, for providing on-line ordering, invoicing, and problem solving including how the Proposer's program will meet and exceed the needs of the WSCA Participants.*

2. *Describe delivery enhancements that the Proposer is willing to offer (ie. Can deliveries be made more rapidly than 2 business days)*

3. *Describe the size of your catalog SKU offerings.*

3.4.2 Returns and Return Policy:

1. *Describe in detail the Proposer's return policy.*

3.4.3 Contract Management:

1. *Describe the Proposer's strategy for contract management, including the roles and responsibilities as they relate to participating state for each of the proposed account teams that will handle contract management issues.*

3.4.4 Implementation and Communication:

1. *Describe in detail the Proposer's implementation plan, including all process steps.*

2. *Detail the specific information, resources, and assistance the proposer will require from each WSCA Participating State to implement the contract.*

3. *Describe how soon from execution of the participating addendum the online ordering system will be available to each WSCA Participating State. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.*

4. *Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity?*

3.4.6 Sustainability: *Describe and list the proposers programs and efforts related to sustainability including for example:*

- *Reduction of Carbon Output*
- *Reusable Shipping Containers*

3.4.7 Emerging Small Business (ESB), Minority Business Enterprise (MBE) And Women Business Enterprise (WBE): Some Participating States, specifically including Oregon, desire to purchase products and services from ESB/MBE/WBE companies in the following two categories:

- a) Products manufactured or sourced via an ESB/MBE/WBE company
- b) Services provided by or sourced via an ESB/MBE/WBE company.

Some WSCA Participating States may or may not have a ESB/MBE/WBE program and therefore each state will integrate this desirable into its Participating Addendum, if applicable.

In Oregon, to qualify as an ESB/MBE/WBE supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. (The State of Oregon upon its discretion will conduct periodic site inspections of any registered ESB/MBE/WBE participant within the State of Oregon)

Please explain how the Proposer will provide opportunity for, ESB/MBE/WBE companies. At a minimum, the following must be addressed:

- *Describe in detail how the Proposer will work with the registered companies to determine what products can be a part of the contract.*
- *Describe in detail how the Proposer will track all ESB/MBE/WBE Products and Services, including ordering, delivery, and invoicing.*
- *Provide a list of Products available to be purchased from ESB/MBE/WBE companies under the proposed Contract with preference given to those Products or Services originating within the State of Oregon or the WSCA participating States.*
- *Please provide a listing of ESB/MBE/WBE Products and Services that are available to the State of Oregon and WSCA Participating States*
- *Please identify those items within this list that originate within the State of Oregon*
- *Describe how Proposer will make best efforts to increase the number of Products available to Authorized Purchasers under the Contract acquired from ESB/MBE/WBE businesses.*
- *Describe what other products or services the Proposer can offer within a category that support ESB/MBE/WBE suppliers.*

3.4.8 Packaging: *Proposer(s) shall describe its efforts to reduce packaging associated with the delivery of Office Supplies while maintaining product integrity. Proposer(s) shall include any current or anticipated practices to incorporate readily recyclable packaging e.g., no molded plastics, no polystyrene, and use packaging that is returnable to the manufacturer at no cost to the end user.*

3.4.9 Environmental Practices: *Describe Proposer's environmental practices that are applicable to items that Proposer markets.*

- *Use of single plastic resins in plastic components weighing more than 100 grams;*

- *Clear and visible labeling of plastic types in components weighing more than 25 grams;*
- *Avoidance of paints, including metallic paints on any internal or external plastic housings;*
- *Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.*
- *End of life commodities (ie. Toner cartridges, batteries, etc.)*

3.4.10 Community Rehabilitation Program (CRP) / Qualified Rehabilitative Facilities (QRF): *Describe how the Proposer supports the use of products and/or services sourced from QRF and the CRP programs.*

3.4.11 Retail Store Purchases: *Describe the availability of contracted items through Proposer's retail stores. Please provide a list of retail locations in each of the participating states.*

Provide a narrative that explains how Authorized Purchasers will be able to make purchases at the Retail Stores, make payment for those items and have those items included in the reporting described in Section 3.3.5.11.

3.5 PRICE PROPOSAL

Price Proposal: Appendix A, the Cost Schedule, must be completed in order to be responsive. Please see Appendix A for the estimated purchase volume by each participating state in each of the categories.

3.5.1 Pricing: The solicitation process may include single or multiple rounds of negotiations and proposals as necessary and appropriate in accordance with OAR 125-247-0261.

3.5.2 Discount off Catalog Price: All proposals submitted under this RFP shall be based on a discount off the manufacturer's list price for each of the 50 separate categories from the catalog selected. Proposer must choose one wholesaler and one vendor specific catalog detailed in section 3.5.3 of this RFP and must include a copy of the current catalog(s) with the proposal submitted to the lead State of Oregon. The Proposer must also provide an with its Proposal a CD that contains the master manufacturers price list for each catalog chosen. The discount offered shall be applicable to all items in the catalog(s) in the specific category as detailed in Appendix A.

The discount offered in each of the 50 categories shall remain the same throughout the life of the Price Agreement including any renewals.

3.5.3 Price Changes: The discount proposed must remain the same throughout the term of the Price Agreement, and all renewal options. Prices based on the manufacturer's list price may change on a quarterly basis and must be verifiable and auditable.

3.5.4 Catalogs: Wholesaler Catalog: Proposers shall select one of the two wholesalers catalogs identified on Appendix A: SP Richards or United Stationers

Proposer Specific Catalog: Proposer may offer its own Vendor Specific Catalog provided the catalog contains at least 5,000 items. This catalog is to be identified in Appendix A. If a Proposer does not have a qualifying Vendor Specific Catalog then it shall offer the same Wholesaler Catalog on Appendix A.

Upon award, the Contractor shall not change wholesaler catalog without prior written approval from the Contract Administrator in the form of a Price Agreement amendment. Any request to change catalogs must be received by the Contract Administrator at least 90 days before the effective date of the change and must contain proof that a change in catalog will not adversely affect pricing to any of the participating states.

3.5.5 Administrative Fees: The Contractor is required to pay a quarterly WSCA administrative fee of 0.5% (0.005) of ALL sales under the Price Agreement, as set forth on Attachment D. The WSCA administrative fee is to be included in the discount offered in the price proposal.

Some Participating States may add a State Specific Administrative Fee. The State Specific Administrative Fee will be articulated in the State's Participating Addendum. The Contractor will be able to increase the cost of the product to recover this Fee.

3.5.6 Catalog Distribution: Upon award and throughout the term of the Price Agreement, the Contractor shall maintain distribution of the current version of the selected catalogs to all users upon request at no cost to an ordering entity.

3.6 FINANCIAL STATEMENT/FISCAL STABILITY:

Proposer must include a brief description of Proposer's experience with, and current strategies for, ensuring that the Proposer conducts business in a fiscally responsible manner and remains financially solvent through the proposed contract period. If Proposer is a corporation (as opposed to an individual): identify the staff or board members that have fiscal responsibilities; and include a copy of the Proposer's last fiscal review or audit, or, if the Proposer is a "new" business, include a copy of a business plan completed within the last year. **The Participating States reserve the right to request additional information**

SECTION 4: EVALUATION

4.1 PROPOSAL EVALUATION

Proposals will be evaluated by an Evaluation Committee for completeness and compliance with the requirements of this RFP. If the Proposal is unclear, Proposers may be asked to provide clarification.

Proposals received on time will be reviewed against the pass/fail Proposal submission requirements identified in subsection 3.3. Proposals meeting Proposal submission requirements will be forwarded to an evaluation committee that will independently review, score and rank Proposals according to the scoring criteria set forth below.

Although price is a consideration in the RFP process, it is the intent of DAS SPO to select the best possible Contractors. Qualifications, performance history, reliable equipment, a strong maintenance program, the ability to provide exceptional customer service to the Authorized Purchasers, and the ability to provide timely information to DAS SPO are considerations that are also scored. The Proposer(s) with the lowest pricing may not necessarily be awarded a Price Agreement.

DAS SPO reserves the right to award Price Agreements to multiple Proposers.

For the proposals that are for specific states only, those proposal will be evaluated individually by Evaluation Committee. That Evaluation Committee will follow the same evaluation process and criteria as per this RFP and reserves the right to request additional review by the specific state.

4.2 RANKING OF PROPOSALS

The Proposal with the highest total score shall be rated the highest ranked Proposal.

4.3 DETERMINATION AND NOTICE OF COMPETITIVE RANGE

4.3.1 DAS SPO shall rank the Proposals based on their total score to determine Proposer(s) in the Competitive Range. The Competitive Range is the *two (2)* highest ranked Responsive, Responsible Proposer(s). DAS SPO reserves the right to increase the number of Proposer(s) in the Competitive Range if the DAS SPO evaluation establishes a natural break in the scores of Proposer(s) indicating that a number of Proposer(s) greater than the initial Competitive Range are closely competitive or have reasonable chances of being determined the most Advantageous Proposer. Conversely, DAS SPO may decrease the number of Proposer(s) in the initial competitive Range if the excluded Proposer(s) have no reasonable chance to be the most Advantageous Proposer.

If a proposer only proposes for an individual state then that proposal shall not be included in the Competitive Range.

4.3.2 Upon its determination and Notice of Competitive Range, DAS SPO shall concurrently provide written notice to all Proposer(s) in the Competitive Range of the beginning of negotiations with and its intent to award a Contract (Notice of Intent to Award) to, the highest ranked Proposer(s) (Apparent Successful Proposer) in the Competitive Range. Identification of an Apparent Successful Proposer(s) is procedural only and creates no right of the named Proposer(s) to award of a Price Agreement.

4.3.3 DAS SPO shall negotiate with the highest ranked Proposer(s) in the Competitive Range, in accordance with OAR 125-247-0261(7).

4.3.4 The State, in the exercise of the sole discretion of DAS SPO, may conduct with Competitive Range Proposers multiple rounds of revisions, evaluations or negotiations, or any combination of them, in accordance with OAR 125-247-0261.

4.3.5 If DAS SPO makes a determination that the highest ranked Proposer(s) is not responsive to the process, or that the parties shall be unable to negotiate a mutually agreeable Contract, or if the Proposer(s) decides not to continue participation in the negotiations, DAS SPO may suspend negotiations with the highest ranked Proposer(s) and initiate negotiations with the next highest ranked Proposer, if any, to arrive at a mutually agreeable Price Agreement.

4.3.6 At its option, DAS SPO may continue this process of negotiation with Proposer(s) in descending rank order in the Competitive Range until negotiations result in a mutually agreeable Price Agreement, or until there are no remaining participants within the Competitive Range. After such Price Agreements are executed, DAS SPO shall cease negotiations and not negotiate with any other Proposer(s).

4.4 PROTEST OF COMPETITIVE RANGE

4.4.1 An adversely affected or aggrieved Proposer(s) may submit a written protest to DAS SPO of its decision to exclude the Proposer(s) from the Competitive Range within seven (7) calendar days of DAS SPO's issuance of the Notice of Competitive Range.

4.4.2 An Affected Proposer(s) may only protest its exclusion from the Competitive Range if the Proposer(s) is Responsible and submitted a responsive Proposal and *except* for DAS SPO's mistake in Proposals, the protesting Proposer(s) would have been eligible to participate in the Competitive Range. For example, the protesting Proposer(s) shall claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Proposer(s) are removed from consideration, and that those ineligible Proposer(s) are ineligible for inclusion in the Competitive Range because their Proposals were not responsive, or DAS SPO committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer(s) was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.

4.4.3 The protesting Proposer's protest shall:

- A. be in writing and signed in ink by the Proposer's authorized representative;
- B. identifies the Proposing entity's name;
- C. reference RFP#
- D. specifies the grounds upon which the protest is based;
- E. submitted to DAS SPO by the due date for Protests of Competitive Range as identified in the applicable Competitive Range Protest Period Notice;
- F. be submitted to DAS SPO at the address specified for submitting Proposals in Section 1.5.

Please note: DAS SPO shall not accept late protests.

DAS SPO shall not consider a protest of exclusion from the Competitive Range submitted after the time period established in the applicable Notice of Competitive Range. Proposer(s) may not protest DAS SPO's decision to not increase the size of a Competitive Range above the number of Proposer(s) to be included in the Competitive Range set forth in this RFP.

4.4.4 Response to Competitive Range Protests DAS SPO shall consider the protest and issue a written disposition of the protest in a timely manner. If DAS SPO upholds the protest, in whole or in part, DAS SPO may, in its sole discretion, adjust the Competitive Range, or cancel the RFP under OAR 125-247-0660.

Any response provided by DAS SPO is not intended to, and shall not in and of itself, constitute confirmation that the Proposer(s) is, in fact, affected, and therefore entitled to protest the Competitive Range.

4.4.5 Competitive Range Announcement: DAS SPO will announce to all Proposers the Proposers ranked in the Competitive Range. Announcement will be made by posting on ORPIN, or by letter or fax ("Competitive Range Announcement").

4.5 EVALUATION COMMITTEE

All Proposals shall be reviewed for completeness. Proposals that meet all administrative requirements and pass the minimum requirements pass/fail set forth below shall be evaluated by the Evaluation Committee. Each Proposal shall be independently and separately scored by each member of the Committee based on the evaluation scoring criteria cited in Section 4. Best Value concepts shall be used for the evaluation and award. Best Value means the overall combination of quality, price, and various elements of required Services that in total are optimal relative to a public body's needs.

After the final evaluation scores are documented by the Committee, only then shall the cost portions be calculated into points awarded. The Single Point of Contact for the RFP and the Evaluation Committee will evaluate the Cost Proposals. The Cost Proposal will be made available to the Evaluation Committee, but only after the proposal has been verified that the mandatories have all been met and the score for the desirables has been completed.

A total score comprised of each Proposal's *average of all evaluated scores* and all cost item scores shall then be tabulated.

4.6 EVALUATION CRITERIA

4.6.1 Mandatory Requirements: Each Proposal must first meet the following administrative and mandatory requirements set forth below:

MANDATORY REQUIREMENTS (PASS OR FAIL) CHECK SHEET	PASS	FAIL
--	-------------	-------------

3.3.5.1	Online Catalog and Ordering Capability		
3.3.5.3	Service Representatives		
3.3.5.4	Training		
3.3.5.5	Forms		
3.3.5.6	Key Persons		
3.3.5.7	Freight Policy		
3.3.5.8	Shipping		
3.3.5.9	Delivery Issues		
3.3.5.10	Delivery and Distribution of Goods Shipped		
3.3.5.11	Reporting Requirements		
3.3.5.12	Emergency Management and Recovery		

4.6.2 Desirable Features: The following Desirable features shall be scored as follows:

DESIREABLE CHECK SHEET		POSSIBLE POINTS	ACTUAL POINTS RECEIVED
3.4.1	Excellent Customer Service	90 Points	
3.4.2	Return Policy	40 Points	
3.4.3	Contract Management	80 Points	
3.4.4	Implementation and Communication	100 Points	
3.4.5	Sustainability	30 Points	
3.4.6	ESB/MBE/WBE	40 Points	
3.4.7	Packaging	30 Points	

3.4.8	Environmental Practices	30 Points	
3.4.9	CRP / QRF	30Points	
3.4.10	Retail Store Purchases	30 Points	

4.6.3 COST PROPOSALS, APPENDIX A:

4.6.3.1 Cost Evaluation Methodology: The evaluation of the cost component of this RFP shall be completed as detailed below. The total number of points available for the cost section of this RFP is 500.

There are three cost sections as detailed below. Points have been assigned based on a 60% / 40% split of the total spend for the Vendor Specific and Wholesaler Catalogs respectively.

The paper section has been split with 75% of the total spend being in its own traditional copier paper category with varying sizes.

The remaining 25% of the paper spend has been assigned utilizing the same 60% / 40% split as described above.

Vendor Specific Catalog: 254 Points
Wholesaler Catalog: 170 Points
Paper: 76 Points

Each category in the Vendor Specific and Wholesaler Category tabs has been assigned a specific amount of points based on the percentage of the estimated total spend in the category when compared to the total spend for all categories combined. The following example details how the points will be awarded for each of the individual tabs. The numbers illustrated below are for illustration purposes only.

Example

Total Estimated Spend: \$59,000,000.00

Category Number 2	Categorized Spend in Category	\$ 348,120.00
Category Number 8	Categorized Spend in Category	\$ 1,554,928.00
Category Number 39	Categorized Spend in Category	\$ 5,327,229.00
Category Number 48	Categorized Spend in Category	\$ 13,159,723.00

The following formula is used to determine what percentage of the estimated total spend was in each of the 50 categories.

Category Number 2	\$ 348,120.00	\$53,494,447.00	=	0.6508%
Category Number 8	\$ \$1,554,927.00	\$53,494,447.00	=	2.9067%
Category Number 39	\$ 5,327,229.00	\$53,494,447.00	=	9.9585%
Category Number 48	\$ 13,159,723.00	\$53,494,447.00	=	24.6002%

The total number of points available for cost evaluation for this RFP was then multiplied by the percentage resulting from the above calculation to equal the number of points available in each category.

Category Number 2	500	x	0.6508%	=	3.25
Category Number 8	500	x	2.9067%	=	14.53
Category Number 39	500	x	9.9585%	=	49.79
Category Number 48	500	x	24.6002%	=	123.00

To ensure scoring equity, the result from the above calculations was rounded to the nearest whole number. In situations where the percentage was so small that a whole number was not possible using typical rounding rules, one point was provided to the category.

The amount of points available for each of the 50 categories is displayed on each of the tabs in Appendix A. In each category, on all of the tabs in Appendix A, there will be one Proposer that receives the maximum number of points. All other Proposers will receive a portion of the total available points for the category based on the following formula.

$$\frac{[(\text{Price of Lowest offer in the category}) \times (\text{Maximum Points in the category})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The following example illustrates a single category, the same method shall be used for each of the 50 categories, the points earned in each category shall be totaled to equal the total number of points earned by each Proposer.

Example:

Category Number 2	Total Points available for Category 2	3
Proposer #1	- \$ 267,145.00	
Proposer #2	- \$ 276,985.50	
Proposer #3	- \$ 254,998.00	

Proposer #3 receives 3 points.

The reason Proposer #3 received that amount is because Proposer #3 offered the lowest cost proposal in the category. In this case \$254,998.00 receives the maximum number of points allocated to cost for the category.

As the next lowest cost in the category, **Proposer #1 receives 2.86 points.**

Lowest Cost	Max Points	Offer 1 Cost	Points
\$254,998.00 x	3 =764,994	\$267,145.00 =	2.86

As the next lowest cost in the category, Proposer #2 receives 2.76 points.

Lowest Cost	Max Points	Offer 1 Cost	Points
\$254,998.00 x	3 =764,994	\$276,985.00 =	2.76

Each Proposer's point total from each category, on each tab shall be totaled to determine the proposers total evaluated cost points as illustrated in the example below:

Vendor Specific Catalog Tab Points	202
Wholesaler Catalog Tab Points	154
Paper Tab Points	<u>65</u>
Total Points	421

4.6.4 TOTAL POINTS POSSIBLE

Total Points for Desirable Features 4.6.2 500 Possible Points

Total Point for Price Proposals 4.6.1 500 Possible Points

Maximum Total Points for both Sections 1,000 Possible Points

SECTION 5: INTENT-TO-AWARD

5.1 AWARD NOTIFICATION:

After a final selection is made, DAS SPO will issue an intent- to-award announcement on ORPIN. Proposal files are public records and available for review at DAS SPO by appointment.

5.2 AWARD PROTEST:

Award protest must be submitted to the person identified in the cover sheet of this RFP and must be received within seven (7) calendar days after the date of the notice of intent to award. Award protests must meet the requirements of ORS 279B.410 to be considered. DAS SPO will not consider any protests that are received after this deadline.

DAS SPO will address all timely submitted protests that are in accordance with ORS 279B.410 Within a reasonable time following DAS SPO's receipt of the protest and DAS SPO will issue a written decision to the Proposer who submitted the protest. Protests that do not include the required information pursuant to ORS 279B.410 may not be considered by DAS SPO. DAS SPO will receive protests in the following forms:

- Faxed Protests submitted to person identified on the Cover Sheet of this RFP.
- Emailed Protests submitted to person identified on the Cover Sheet of this RFP.
- Letter submitted to person identified on the Cover Sheet of this RFP.

SECTION 6: CONTRACT NEGOTIATIONS AND EXECUTION

6.1 CONTRACT NEGOTIATIONS:

6.1.1 NEGOTIATION OF CONTRACT TERMS AND CONDITIONS: The Price Agreement is comprised of this RFP, the Contractor's Proposal, and the Standard Contract Terms and Conditions - Western States Contracting Alliance attached hereto as Attachment B. DAS SPO WILL NOT negotiate any contract terms or conditions unless a subsection of this RFP has been modified by addendum or DAS SPO has reserved the right to negotiate any Price Agreement provisions. By Proposal submission, the Successful Proposer(s) agree(s) to be bound by the Standard Contract Terms and Conditions at Attachment B and as modified by Addendum except for those provisions that DAS SPO has reserved for negotiation on behalf of WSCA. Any Proposal that is received conditioned on DAS SPO's acceptance of any other terms and conditions will be rejected. Any subsequent negotiated changes may be subject to prior approval of the Department of Justice.

6.1.2 NEGOTIABLE ITEMS:

6.1.2.1 On behalf of WSCA, DAS SPO may negotiate the following Price Agreement provisions with the Successful Proposer(s):

- Term of Contract (Length of Contract)

- Extensions
- Schedules/Delivery
- Exempt List (Price Agreement Section 2.6)
- Participating Addenda

6.1.2.2 In addition, each WSCA Participating State may negotiate the terms and conditions of its own Participating Addendum and may identify any other provisions that the WSCA Participating State may negotiate.

6.1.2.3 On behalf of the State of Oregon, its agencies and ORCPP members, DAS SPO may negotiate the following provisions related to the Price Agreement and Oregon's Participating Addendum, attached hereto as Attachment E:

- Term of Contract (Length of Contract)
- Extensions
- Schedules/Delivery
- Exempt List (Price Agreement Section 2.6)

By Proposal submission, the Successful Proposer(s) agree(s) to be bound by the provisions of Oregon's Participating Addendum, attached hereto as Attachment E and as modified by RFP Addendum, except for those provisions set forth above that DAS SPO has reserved for negotiation on behalf of WSCA. Any Proposal that is received conditioned on DAS SPO's acceptance of any other terms and conditions will be rejected. Any subsequent negotiated changes may be subject to prior approval of the Department of Justice.

6.1.3 NEGOTIATION PERIOD: If negotiations are not successful within 30 calendar days of the start of negotiations, DAS SPO may terminate negotiations with highest ranked firm and begin negotiations with second higher ranked firm. DAS SPO reserves the right to conduct serial or simultaneous negotiations pursuant to the Competitive Sealed Proposal: Multi-step Process.

6.2 CERTIFICATE OF INSURANCE: All successful Proposer(s) who desire to enter into a Participating Addendum with the State of Oregon will be required to provide Certificates of Insurance to DAS SPO for levels of Insurance coverage shown in Attachment E, Exhibit 1, Paragraph 13 prior to execution of the Oregon Participating Addendum. Other Participating States reserve the right to request insurance coverages as required by the specific state.

SECTION 7: ADDITIONAL INFORMATION FOR PROPOSER

7.1 GOVERNMENTAL ENTITIES: Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers, however, DAS SPO will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies, submitting Proposals must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, DAS SPO reserves the right to enter into an ORS Chapter 190 agreement with any government body for the services or work. Alternatively, DAS SPO reserves the right to cancel this RFP if it would be in the public interest as determined by DAS SPO, and enter into a ORS Chapter 190 agreement with a government body.

- Extensions
- Schedules/Delivery
- Exempt List (Price Agreement Section 2.6)
- Participating Addenda

6.1.2.2 In addition, each WSCA Participating State may negotiate the terms and conditions of its own Participating Addendum and may identify any other provisions that the WSCA Participating State may negotiate.

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By Proposal submission, the Successful Proposer(s) agree(s) to be bound by the provisions of Oregon's Participating Addendum, attached hereto as Attachment E and as modified by RFP Addendum, except for those provisions set forth above that DAS SPO has reserved for negotiation on behalf of WSCA. Any Proposal that is received conditioned on DAS SPO's acceptance of any other terms and conditions will be rejected. Any subsequent negotiated changes may be subject to prior approval of the Department of Justice.

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7.2 OWNERSHIP OF MATERIALS: All materials submitted in response to this RFP become the property of DAS SPO. Proposals and supporting materials will not be returned to Proposers unless the Proposal is submitted late.

7.3. COST AND DAMAGES: In accordance with ORS 279B.100, any solicitation or procurement described in a solicitation may be delayed, suspended or canceled and any or all bids or proposals may be rejected in whole or in part, when the delay, suspension, cancellation or rejection is in the best interest of the contracting agency as determined by the contracting agency. A contracting agency is not liable to any bidder or Proposer for any loss or expense caused by or resulting from the delay, suspension, cancellation, or rejection of a solicitation, bid, proposal or award.

7.4 CANCELLATION AND/OR REJECTION OF PROPOSALS: DAS SPO reserves the right to reject any or all Proposals in-whole or in-part, and reserves the right to cancel this RFP at anytime when the rejection or cancellation is in the best interest of the State as determined by the DAS SPO. DAS SPO is not liable to any Proposer for any loss or expense caused by or resulting from the rejection or cancellation of a solicitation, Proposal, or award. All Proposals will become part of the public file without obligation to DAS SPO.

7.5 CONFIDENTIAL OR PROPRIETARY INFORMATION: Following the award of a contract, responses to this RFP are subject to release as public information unless the response or specific information contained therein is identified as exempt from public disclosure. Proposers are advised to consult with legal counsel regarding disclosure issues.

If a Proposer believes that any portion of a Proposal contains any information that is considered a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.410 through 192.505, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.410 through 192.505.”

Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Proposers are cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer is deemed to waive any future claim of non-disclosure of that information.

DAS SPO's business practice is to schedule requests for inspection of any RFP file after Proposers have been notified of the intent to award.

7.6. STATEWIDE E-WASTE/RECOVERY POLICY: If applicable, Proposer must include information in its Proposal that demonstrates compliance with this policy effective January 1, 2007.

7.7 RECYCLED PRODUCTS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract services or work set forth in this document and the subsequent contract. (ORS 279B.060 (2)(f), and ORS279B.220-279B.235)

7.8 CONTRACT AMENDMENTS: DAS SPO reserves the right to amend the contract resulting from this RFP. All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS SPO has the final authority to execute changes, notices or amendments to the contract pursuant to OAR 125-246-0560.

7.9 RECIPROCAL PREFERENCE: For Proposal price evaluation purposes only, DAS SPO intends to add a percent increase to each out-of-State Proposer's Proposal price which is equal to the percent preference, if any, given to resident Proposers of the Proposer's State. For example, if the Proposer is from a State that grants a ten percent (10%) preference to local Proposers, DAS SPO intends to add ten percent (10%) to that Proposer's Proposal price.

**ATTACHMENT A
PROPOSAL COVER SHEET
CERTIFICATION**

I, the official named below, certify that I am duly authorized to legally bind the Proposer/Firm to the clause(s) listed below.

<i>Contractor/Proposer Firm Name (Printed)</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Proposer Contractually)</i>		
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	
<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Firm</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Firm</i>	<i>Telephone Number</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to be Contacted for Clarification of Proposal</i>	<i>Telephone Number</i>

CONTRACTOR CERTIFICATION CLAUSES IN RESPONSE TO RFP

1. Proposer understands and accepts the requirements of this RFP. By Proposal submission, the Successful Proposer(s) agree(s) to be bound by the contract terms and conditions at Attachment B and as modified by Addendum, except for those terms and conditions that DAS SPO has reserved for negotiation in the RFP.
2. Proposer acknowledges receipt of any and all Addendum to this RFP.
3. Proposer and Proposer's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.
4. Proposer acknowledges these certifications are in addition to any certifications required in the Oregon Participating Addendum at Attachment E, or any other Participating Addenda entered into pursuant to this RFP, at the time of contract execution.

5. Secretary of State Corporations Division Registration No: _____
(Required at time of contract execution see Sections 3.2.2.3, 3.2.2.4)

ATTACHMENT B

Standard Contract Terms and Conditions - Western States Contracting Alliance

Note: Although some of the following terms and conditions are duplicates of the standard State of Oregon terms and conditions, they are required by the WSCA by-laws.

- 1. **PARTICIPANTS.** Western States Contracting Alliance (herein WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.
- 2. **QUANTITY ESTIMATES.** WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
- 3. **SPECIFICATION.** Any deviation from specifications must be clearly indicated by vendor; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.
- 4. **ACCEPTANCE OR REJECTION OF BIDS.** WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.
- 5. **BID DEMOS.** Generally, when required, demos may be requested in the bid invitation. Demos, when required, are to be furnished free of charge.
- 6. **CASH DISCOUNT TERMS.** CONTRACTOR may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.
- 7. **TAXES.** Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the CONTRACTOR shall add the sales taxes on the billing invoice as a separate entry.

8. **MODIFICATION OR WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

9. **PATENTS, COPYRIGHTS, ETC.** The CONTRACTOR shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR's use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

10. **AWARD.** The award will be made to the highest responsive and responsible vendor meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.

11. **NON-COLLUSION.** By signing the bid the CONTRACTOR certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

12. **CANCELLATION.** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the CONTRACTOR, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to CONTRACTOR default may be immediate.

13. **DEFAULT AND REMEDIES.** Any of the following events shall constitute cause for WSCA to declare CONTRACTOR in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which CONTRACTOR shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

14. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. **CONFLICT OF TERMS.** In the event of any conflict between these standard terms and conditions and any special terms and conditions, which follow; the special terms and conditions shall govern.

16. **REPORTS.** The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Authorized Purchaser.
17. **HOLD HARMLESS.** The CONTRACTOR shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the CONTRACTOR, his employees or subcontractors or volunteers.
18. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
19. **GOVERNING LAW AND VENUE.** This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Oregon ("Lead State"). The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.
20. **DELIVERY.** The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the CONTRACTOR until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and CONTRACTOR's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.
21. **WARRANTY.** As used herein "Buyer" refers to any WSCA state agency or political subdivision. The CONTRACTOR acknowledges that the Uniform Commercial Code applies to this contract. In general, the CONTRACTOR warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.
22. **AMENDMENTS.** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator
23. **ASSIGNMENT/SUBCONTRACT.** CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.
24. **NONDISCRIMINATION.** The CONTRACTOR agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the

basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The vendor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Vendor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the vendor fails to comply with the provisions of these laws and regulations. The vendor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

25. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

26. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require CONTRACTOR to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If CONTRACTOR is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

27. PAYMENT. Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the CONTRACTOR may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

28. FORCE MAJEURE. Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the contract.

29. HAZARDOUS CHEMICAL INFORMATION. The CONTRACTOR will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

30. FIRM PRICE. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

31. EXTENSION OF PRICES. In the case of error in the extension of prices in the bid, the unit prices will govern.

32. **BID PREPARATION COSTS.** WSCA is not liable for any costs incurred by the vendor in proposal preparation.

33. **CONFLICT OF INTEREST.** CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

34. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

35. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The CONTRACTOR agrees to supply the political subdivisions based upon the same terms, conditions and prices.

36. **DEBARMENT.** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

37. **RECORDS ADMINISTRATION.** The CONTRACTOR will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records will be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

38. **AUDIT OF RECORDS.** The CONTRACTOR agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

Attachment C
WESTERN STATES CONTRACTING ALLIANCE
Participating Addendum
Office Supplies, Paper, Tonner Cartridges, Recycle Products and Services

1. **Scope:** (Replace these instructions with a brief description or the jurisdiction of the governmental entity. For example, the jurisdiction includes all the governmental entities within an entire state, a statement to that effect will suffice)
2. **Changes:** (Replace this with specific changes or a statement that no changes are required)
3. **Lease Agreements:** (Insert a statement whether or not equipment lease agreement terms and conditions have been approved for use by the governmental entity)
4. **Primary Contact:** The primary contact individual for this participating addendum is as follows:

Name _____
 Address _____
 Telephone: _____
 Fax: _____
 E-mail: _____

5. **Serviceing Subcontractors:** The following servicing subcontractors are authorized to perform services.
 (Insert servicing subcontractor name or the word "NONE")

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of _____	Contractor: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment D
WSCA OFFICE SUPPLIES CONTRACT 2009
Contract Quarterly Admin Fee and Sales Report

Contractor is required to pay quarterly an administrative fee of 0.5% (0.005) of ALL sales under this contract on the following schedule:

<u>Calendar Quarter Ending</u>	<u>Payment Due</u>
March 31 (Jan, Feb and Mar)	April 30
June 30 (Apr, May and Jun)	July 31
September 30 (Jul, Aug and Sep)	October 31
December 31 (Oct, Nov and Dec)	January 31

Contractor will submit a copy of this form, completed and signed with each check.

Submit to:

WSCA/NASPO
 NASPO Project Manager
 201 East Main Street, Suite 1405
 Lexington, KY 40507

Check must be payable to WSCA/NASPO and must include contract number # _____.

All sales made during a calendar quarter should be reported and paid in that quarter. Failure to make payments and provide data is a violation of the terms of the contract you have signed and may result in default actions.

Section A (summary of sales by contractor)

Contract No: _____ Contract Title: _____

Contractor Name: _____ Contact person: _____

Contract Term: _____ Contractor Signature: _____

Reporting Period (please circle one):

Calendar Year (please circle one):

QTR1	QTR2	2007	2008	2009	2010
QTR3	QTR4	2011	2012	2013	2014

Total Sales This Quarter: \$
 x 0.5% (0.005)
 = \$

Check here if sales are less than zero this quarter

Attachment E _____

State of Oregon - Participating Addendum

WESTERN STATES CONTRACTING ALLIANCE
Office Supplies, Paper, Toner Cartridges, Recycled Products and Services

1. **Scope and Order of Precedence:** On May 4, 2009, the State of Oregon issued RFP No. 102-1557-09 on behalf of the State of Oregon and its agencies, the Western States Contracting Alliance (WSCA) and its member states, the National Association of State Purchasing Officials (NASPO), authorized members of the Oregon Cooperative Purchasing Program (ORCPP) and other purchasing entities seeking offers from qualified and responsible proposers to provide the Office Supplies, Paper, Toner Cartridges, and Recycled Office Goods and Services. _____ ("Contractor") submitted a Proposal and was awarded a contract. The Price Agreement consists of the RFP No. 102-1557-09, Contractor's Proposal dated _____, and the WSCA Terms and Conditions.

The State of Oregon ("State" or "Oregon") is a member of WSCA. The State, by and through the Department of Administrative Services, State Procurement Office, on behalf of the State of Oregon and its agencies and ORCPP members, has elected to participate in this procurement, subject to the terms and conditions of this Participating Addendum. In the event of a conflict between the terms and conditions of this Participating Addendum and the Price Agreement, the following order of precedence applies:

- (a) this Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State Specific Terms and Conditions);
- (c) any Purchase Order issued by an Authorized Purchaser pursuant to this Participating Addendum;
- (d) the Price Agreement (Standard Contract Terms and Conditions – Western States Contracting Alliance);
- (e) RFP No. _____

2. **Changes:** State specific terms and conditions are set forth in Exhibit No. 1, attached hereto and incorporated by this reference.

3. **Primary Contact:** The primary contact individual for this Participating Addendum is as follows:

Name: Pam Johnson
 Address: 1225 Ferry Street SE U140
 Salem, Oregon 97301-4285
 Telephone: 503-378-4731
 Fax: 503-373-1626
 E-mail: pam.johnson@state.or.us

4. **Servicing Subcontractors:** The following servicing subcontractors are authorized to perform services.

~~(insert servicing subcontractor name or the word "NONE")~~

5. **Purchase Orders:** All purchase orders issued by Authorized Purchasers within Oregon should include a reference to the Price Agreement No. _____ and the State Participating Addendum No. _____ for order tracking purposes. All Authorized Purchasers issuing valid purchase orders will be bound by the terms and conditions of this Participating Addendum and the Price Agreement. In cases where a Participating State modifies the terms and conditions of the Price Agreement, by execution of a Participating Addendum, the modifications in the Addendum will supercede only those terms and conditions as set forth in the Addendum and only for that particular State. All Authorized Purchasers issuing valid purchase orders will be obligated to pay Contractor for goods and services when the terms of the purchase order have been completed and payment has been approved by the Authorized Purchaser.

6. **Vendor Collected Administrative Fee:** (if applicable) _____ % .

This Addendum and the Price Agreement together with their exhibits, set forth the entire agreement between the parties with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify, add or incorporate terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement together with their exhibits, through a purchase order or other document are null and void and hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Oregon, acting by and through
the Department of Administrative Services,
State Procurement Office

Contractor:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

00

**EXHIBIT NO. 1 to State of Oregon Participating Addendum
State Specific Terms and Conditions**

The parties further agree as follows:

I. DEFINITIONS

For the purposes of this Participating Addendum, the following terms have the following meanings:

"Authorized Agency" means any agency authorized pursuant to OAR 125-246-0170 to conduct a procurement or take other actions.

"Authorized Purchaser" means Authorized Agencies, Independent Agencies, and ORCPP members that have chosen to purchase Goods, Products or Services under this Participating Addendum.

"Contract" means the agreement between the Authorized Purchaser and the Contractor formed by the acceptance of the firm offer of the Contractor by Authorized Purchaser's issuance of a Purchase Order or other means of order to purchase Goods, Products or Services under this Participating Addendum. The terms and conditions of a Contract include the terms and conditions of the Purchase Order issued by the Authorized Purchaser as set forth herein, only to the extent that those terms and conditions are not inconsistent with the Price Agreement or this Participating Addendum.

"Contractor" means the person or organization entering into this Participating Addendum with the State for the purchase of Goods, Products or Services by an Authorized Purchaser.

"DAS SPO" means the State of Oregon acting by and through its Department of Administrative Services - State Procurement Office.

"Goods or Products" means all items in Contractor's catalog and Contractor's website that may be purchased by Authorized Purchasers under the Price Agreement.

"Independent Agencies" means those state agencies with independent procurement authority pursuant to ORS 279A.050, and other provisions of applicable State law.

"List Price" means Contractor's price for a Good, Product or Service as listed in Contractor's catalog and on Contractor's website.

"ORCPP" means the Oregon Cooperative Purchasing Program. Participants in ORCPP include but are not limited to: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF's), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"Participating Addendum" means this price agreement between Contractor and the State of Oregon for the Goods, Products, and Services described in the RFP and Price Agreement, at set prices with no guarantee of a minimum or maximum purchase. A price agreement is enforceable for the period stated in the price agreement and notwithstanding ORS 72.2050; the obligations there under are not revocable by the Contractor. See ORS 279B.140.

"Price Agreement" means the agreement comprised of the RFP# _____, the Contractor's Proposal, and the Standard Terms and Conditions – Western States Contracting Alliance.

"Purchase Order" means a purchase order or other ordering document including but not limited to delivery orders and notices to proceed that are submitted to Contractor by Authorized Purchaser initiating the purchase and delivery of Goods, Products or Services under this Participating Addendum.

"Services", if any, means the services to be performed by Contractor in accordance with the Price Agreement and this Participating Addendum.

"Solicitation Document" means Request for Proposal # _____ and all other documents, either attached or incorporated by reference, and any changes thereto, issued by the State to establish an agreement for Goods, Products, and Services.

"Supplier" means the agreement between the Authorized Purchaser and the Supplier or formed by the acceptance of the firm offer of the Supplier by issuance of a Purchase Order.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

2. PRODUCTS AND SERVICES; SPECIFICATIONS

2.1 Contractor shall sell and Authorized Purchasers may buy the Goods, Products and Services as described in the Price Agreement and other items that are not considered exempt.

2.2 The Contractor shall not substitute for any item on any of the Exhibits without the written approval of DAS SPO.

2.3 All Products shall be delivered in the manufacturer's standard packaging containers. Containers shall clearly indicate the commodity, brand, quantity and size and must be capable of protecting and preserving their contents, both in transit and after arrival at the destination.

2.4 All Products must be prominently and clearly labeled, instructions for proper use and personal protective requirements and disposal.

~~2.5 EXEMPT ITEM LIST: To be determined (TBD).~~

~~2.6 Delivery Requirements: Contractor shall deliver to Authorized Purchaser all Goods, Products and Services ordered.~~

3. TERM OF THE PARTICIPATING ADDENDUM

3.1 The Term of the Participating Addendum begins when signed by the parties and upon receipt of all approvals required by law ("Effective Date") and ends on termination of the Price Agreement, unless terminated earlier in accordance with the termination provisions set forth herein.

3.2 In the event the State extends the Price Agreement on behalf of WSCA, DAS SPO may extend the term of this Participating Addendum for the additional period. DAS SPO shall send the Contractor written notice at least thirty (30) days prior to the expiration of the then current term ("Renewal Notice"). If Contractor agrees to the extension, it shall sign and return the Renewal Notice to the State within the time period specified therein. If the Contractor does not agree, this Participating Addendum will expire according to its terms, unless earlier terminated.

3.3 Notwithstanding the foregoing, the State reserves the right in its sole discretion to extend this Participating Addendum for a maximum of one (1) calendar month beyond the end of any term. The State shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

4. PRICING, INVOICING AND PAYMENT

4.1 Contractor shall provide invoices for payment to Authorized Purchaser within thirty (30) calendar days of delivery and acceptance by the Authorized Purchaser of the billed Products or Services.

4.2 Authorized Purchaser shall pay for the Goods, Products and Services in accordance with the prices set forth in the Price Agreement. Payment shall be sent to Contractor at the address specified on the invoice. Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due as a result of the

issuance of a Purchase Order. Authorized Purchaser is solely responsible for payment under a Purchase Order. Payment is due by Authorized Purchaser within thirty (30) days after the date of the invoice.

4.4 No interest charges or late payment charges shall accrue, though, until forty-five (45) calendar days following Authorized Purchaser's receipt of Contractor's invoice. After forty-five (45) calendar days, Contractor may assess overdue account charges up two-thirds (2/3) of one percent (1%) per month or the maximum amount allowed by law on the outstanding balance. All payments under this Participating Addendum are subject to the provision of ORS 293.462.

4.5 **Most Favored Customer.** Contractor represents that all prices, terms and benefits offered under this Price Agreement and Participating Addendum are equal to or better than the equivalent prices, terms and benefits begin offered by Contractor to any other state or local government unit.

4.5.1 Should Contractor, during the term of the Agreement, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government or local government customer (excluding the Federal government and certain states who historically benchmark prices and terms based on receiving the Federal government's GSA pricing as required by either procurement law or statute, legislative initiative or Constitutional provision as a condition of marketing to those entities to avoid bidding processes., this Agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the State. This provision applies to comparable Services, and to purchase volumes by the State that are not less than the purchase volumes of the government or local government customer that has received the lower prices, greater benefits or more favorable terms.

4.5.2 Section 4.5.1 does not apply to donations to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of Section 4.5.1.

4.5.3 Contractor's agreement with State's objectives as stated in Section 4.5.1 is based upon the following clarifications:

- a) This obligation does not apply to any single transaction Purchase Order in excess of \$500,000;
- b) This obligation does not apply to the state or local government customer whose price adjustment cycle is distinctly different than the State's October 1 yearly price adjustment renewal period;
- c) This obligation does not apply to Private or Public Higher Education Institutions;
- d) In the interest of full disclosure, this obligation does not apply to an un-authorized price quote (using GSA price levels) that was provided to a state prior to 2004, and recently discovered during this contract period. Since then, Contractor has extended GSA pricing levels in exchange for annual renewals of a sole-source, Single Award Contract from that state's procurement office, thus avoiding the RFP process and the need for individual, transactional bids;
- e) This obligation does not apply to sales errors or mis-quotes.

5. CONTRACTORS REPRESENTATIONS AND WARRANTIES

5.1 **Authority; Binding Obligation.** Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Participating Addendum and when executed and delivered, this Participating Addendum will be a valid and binding obligation, enforceable in accordance with its terms.

5.2 **Warranty, Materials, Design, Manufacture.** Contractor warrants that all Goods or Products will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods or Products conform to the specifications and meet or exceed all quality and safety standards set in the RFP.

5.3 **Warranty on Service Standards.** Contractor warrants that all Services to be performed under this Participating Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Participating Addendum.

5.4 **Manufacturer Warranties.** Contractor shall have all manufacturer warranties covering Goods or Products, if any, transferred to Authorized Purchaser at time of delivery at no charge.

5.5 **Warranty of Title.** Contractor warrants that all Goods or Products, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Products, and that no other person has any right, title or interest in the Goods or Products which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

5.6 **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Price Agreement. All warranties provided in this Participating Addendum are cumulative and will be interpreted expansively so as to afford the State the broadest warranty protection available.

6. TERMINATION

6.1 In addition to the Cancellation rights set forth in the Price Agreement DAS SPO may terminate this Participating Addendum, in whole or in part: (a) at any time, for its convenience, without penalty to the State; (b) immediately upon notice to Contractor, or at such later date as DAS SPO may establish in such notice, if (i) Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased and/or the services to be provided under the Participating Addendum; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services and/or Goods under the Participating Addendum is prohibited, or the Authorized Purchaser is prohibited from paying for such Services and/or Goods from the planned funding source; or (c) upon default by Contractor, provided, however, that Contractor will have thirty (30) days from the date of notice of default to cure.

6.2 Pursuant to this section, upon receipt of written notice of termination, Contractor shall stop performance under the Participating Addendum as directed by DAS SPO, and Contractor shall deliver to Authorized Purchaser all documents, information, works-in-progress, and other property that are or would be deliverables had the Participating Addendum been completed. Contractor shall also deliver to Authorized Purchaser all property in Contractor's possession or subject to its control required to complete the Participating Addendum.

7. DEFAULT

In addition to the events of Default set forth in the Price Agreement, Contractor is in default under this Participating Addendum if: (a) Contractor institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in Contractor's obligations under this Participating Addendum; or (b) Contractor attempts to assign rights in, or delegate duties under, this Participating Addendum without prior written approval of DAS SPO.

8. ATTORNEY'S FEES

With the exception of defense costs and expenses pursuant to Sections 9 and 17 of the Price Agreement and Section 15 of this Participating Addendum, no party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Participating Addendum or the Purchase Orders issued hereunder.

9. RECORDS MAINTENANCE; ACCESS TO RECORDS

Contractor shall retain, maintain, and keep accessible all records relevant to Contractor's performance under this Participating Addendum (collectively, "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Participating Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to the Participating Addendum, whichever date is later. Contractor shall maintain all fiscal Records during the Record-retention period in accordance with generally-accepted accounting principles.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Participating Addendum, all of which are incorporated herein by reference to the extent applicable. Authorized Purchaser's performance is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Participating Addendum, use recycled paper as defined in

ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products as "recycled product" is defined in ORS 279A.010(1)(ii).

11. FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Participating Addendum. Authorized Purchaser shall be entitled to withhold final payment under the Participating Addendum until Contractor has met this requirement.

12. TIME IS OF THE ESSENCE

Time is of the essence in the performance of every obligation of this Participating Addendum.

13. INSURANCE REQUIREMENTS

During the term of the Participating Addendum, including warranty periods, if any, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to the State.

13.1 Commercial General Liability: Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the DAS SPO. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Participating Addendum, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

13.2 Automobile Liability Insurance; Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Participating Addendum, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence must not be less than \$1,000,000.00.

13.3 Employers' Liability: If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under the Participating Addendum, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000, and annual aggregate limits of not less than \$1,000,000.

13.4 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Participating Addendum in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

13.5 Professional Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance, including Errors and Omission covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$ 1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$ 1,000,000

13.6 Additional Insured: The insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Participating Addendum shall include the State of Oregon, and its departments divisions, commissions, branches, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Participating Addendum. All Proposer(s) shall submit any other insurance and self-insurance.

13.7 "Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Participating Addendum for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Participating Addendum completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Participating Addendum. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Participating Addendum. This will be a condition of the final acceptance of work or Services.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 OFFICE10

PAGE

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR
 *502130846 02 410-579-5310
 OFFICEMAX INCORPORATED
 6745 BUSINESS PARKWAY
 ELKRIDGE MD 21075

SHIP TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/01/2010		NET 30		820477390			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: OFFICE10							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		615-99-99-999	MISCELLANEOUS OFFICE SUPPLIES		_____	_____	
SIGNATURE _____					DATE _____		
							TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE