

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

Request for Quotation

OFFICEN7

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

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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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: 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.

SIGNED BID TO:

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



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

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BETTY FRANCISCO 304-558-0468

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OFFICE07 Specifications

Purpose

The West Virginia Division of Purchasing, "State", is soliciting quotations for a blanket, open-end statewide contract to provide office supplies to all West Virginia State Agencies, and political sub-divisions.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held Thursday, January 11, 2007 at 10:30 a.m. in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this commodity must be represented at the pre-bid meeting. Failure to attend will automatically disqualify vendor. No one person may represent more than one bidder.

Award

The resulting contract shall be mandatory for use by all West Virginia State agencies for all orders in excess of \$100.00. Orders of less than \$100.00 may be purchased locally if products are needed immediately, or if a savings results. Note: Stringing of orders is a violation of Purchasing Division rules and policies shall not be permitted.

Questions

Written questions shall be accepted through close of business on Tuesday, January 9, 2007. Written questions may be sent via USPS, fax, courier, hand delivered, or e-mail. E-mail questions are preferred. Send questions to:

West Virginia Purchasing Division Attention: Betty Francisco 2019 Washington Street, East Charleston, West Virginia 25305

Fax: 304-558-4115

E-mail: bfrancisco@wvadmin.gov

Background – 2005 Calendar Year Statistics:

The State agencies and political subdivisions spent approximately \$5,700,000 for office supplies in 2005.

All category discounts quoted (for example for pens), shall remain the same for the life of the contract. If pens are moved to a different section of the catalog and that change would result in a higher price, vendor must honor original discount quoted on their bid.

To assist in the evaluation and verification of the bids, bidders should enter the page number in their catalog where each item is located.

Vendors are requested to type the pricing pages. The excel document will be made available after the pre-bid meeting.

- 4. Bidders should attach current catalog/price list to their bid. Such catalog/price list must be received prior to bid evaluation. The catalog must be one that is used by the general public. The discount shall be taken from the lowest price column in the price list. The percentage discount shall be indicated for each list/category, etc. The catalog(s)/price list(s) submitted will be used with any resulting contract.
- 5. Bidders shall complete the pricing on "<u>OFFICE07 Pricing Pages</u>". Bidders should complete all columns and information requested. No future use of contract is guaranteed or implied. The discount rate must be extended to all like items found and ordered from the catalog. The "unit price" must be the final price that will be charged to the State of West Virginia.
- 6. **NOTE:** Bidders must bid the exact brand/quality product (item number) that is listed on the pricing pages. Bidders **MUST** indicate the brand they are bidding on all items. Failure to bid exact brand may be cause for disqualification.
- 7. **Paper:** Paper quantities shown are reams. Bidders should list ream price on the pricing pages.

Additional Information

- The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The award shall be based on the entire catalog; exceptions are items that are covered by other specific contracts, such as furniture and computer products. Furniture and computer products are specifically excluded from the OFFICE07 contract.
- Vendor may request that the catalog may be updated at renewal.
 Purchasing reserves the right to demand the net prices remain firm from original bid. If new catalog is accepted, certified spreadsheet reflecting any price changes shall be required comparing the original net price to the

changed cost. If new Catalog is submitted for such renewal, such catalog must be the catalog published by vendor that contains the lowest prices quoted in any catalog published by vendor and one that is used by the general public. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. If new catalog is accepted and the vendor rearranges the catalog and item classification changes, the highest discount of the two (the old and the new) shall apply to all items

- 3. All bids are to be quoted as F.O.B. destination (next-day delivery) to any West Virginia location, regardless of order size.
- 4. Next-day delivery is a mandatory requirement for all orders, irregardless of size. This will include filling orders of less than the standard quantity (i.e., each instead of by case, box, etc.) Bidders should note on the pricing page that they understand this mandatory next-day delivery requirement. This acknowledgement shall be required prior to awarding the contract. No additional shipping charges shall be permitted under the contract.
- 5. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

Vendor Responsibilities

- Successful vendor shall provide catalogs/price lists, etc. at no charge, upon request by any state agency or political subdivision. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator (vendor representative).
- Orders shall be delivered within twenty four (24) hours or one (1) working day after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason.
- 3. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Excessive out of stock and back orders will not be tolerated. Substitutions of products shall only be accepted if cleared by the agency prior to shipping of such substitution.
- 4. Each delivery shall be placed as requested in any one location at the delivery site. Dock deliveries are not acceptable unless so requested by the agency. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be

invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of a delivery, even if there are no deliveries within this five-day time frame.

- 5. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
- 6. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
- 7. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely fashion.
- 8. Internet Access Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
- 9. The successful bidder must provide a contract coordinator as a sole "point of contact" for the State of West Virginia for problem resolution.
- 10. Vendor must restrict purchases of merchandise classifications to the West Virginia State agencies that are not allowed through the office product contract. (Note: Political subdivisions are not limited by this restriction.)
- 11. Bidder shall provide a discount from list price for all items and produce for WV Procurement Officers a custom "Net Pricer" for daily use. The catalog and net pricer must contain a minimum of 10,000 items available from the successful vendor. This should be available in paper and CD format. Agencies are encouraged to use the CD format.
- 12.. Bidder shall neither offer nor promote seasonal/promotional items to encourage the purchase of additional office supplies
- 13. Bidder shall schedule quarterly meetings with the Purchasing Division to discuss and report on the contract activities and the contract purchase volumes.
- 14. Bidder must provide office supplies statewide (all agencies in the entire State of West Virginia) with no exceptions via private or common carrier.
- 15. Vendor must send packing slip in each order.

Certification

OFFICE07

By submitting a signed bid for OFFICE07 - certifies under penalty of perjury that all ma the Request for Quotation are met.	· · · · · · · · · · · · · · · · · · ·
Vendor (Type Name of Company)	
1331 Boltonfield St., Colum Address	1pn2, OH 43998
Valene Sellards Name (Type Name)	<u>Business</u> Development Manager Title
V- 011 1	1-15-07

Date

Note: No contract shall be awarded prior to receipt of this certification.s

Signature

RFQ No.	Office	70
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AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Office Max 120c.	
Authorized Signature: Value	Date: 1-25-07

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

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

- ARBITRATION Any references to arbitration contained in the agreement 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.
- 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. <u>SIMILAR SERVICES</u> 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. <u>LIMITATION OF LIABILITY</u> 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
- 15. <u>TERMINATION CHARGES</u> 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. <u>INSURANCE</u> 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. <u>AMENDMENTS</u> 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	VENDOR ACC. AA
Spending Unit:	Company Name: Office May, Inc.
Signed:	Signed: Ve Pellerls
Title:	Title: Business Development Manage
Date:	Date: 1-25-07

WV-368 STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: Office Max, tac	Spending Un	it:	
p.	Paguisition N	lo /	[N. 27]
•	equisition i		DEFICCO I
ADDENDUM ACKNOW	LEDGEMEN	ΝT	
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans an			
Addendum No.'s:			
No. 1 1			
No. 2			
No. 3			
No. 4			
No. 5			
I understand that failure to confirm the rece rejection of bids.	eipt of the a	ddendu	m(s) is cause for
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		Nax ompany	Inc.
	1-98-	07 ate	
Exhibit 10 Rev. 11/96			

Catalog			-	_	5	_	Contract	Catalog	Catalon		Extended
Office Max #	#	MC	Item Description	Mfg	NOM	Est Qty	%	Page No.	Price	Net Price	Price
A555130		A5	POUCH, NECK, ID CD, CONV, BK	BAUGTN	EA	250	%0.07	157	\$ 3.95	\$ 1,185	296.25
A55384		A5	BADGE,NAME,LSR,CLIP,3X4	AVERY	BX	200	70.0%	1		69	3
5RT16	L9MN15RT16ZDUP	6]	BATTERY, DURACL, AA 16PK	DURACL	¥	9	%0.09		- 1		
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M1LS82Z	Z	Ž	CALC.8-DIGIT.PORTABLE	CANIISA	ΕĀ	100	80.08	1			
M1TI-503SV	3SV	Æ	CALC.HANDHELD.SUPERVIEW	TEXAS	EA	19	80.09		200		200.00
17	M1TI-1706SV	Æ	CALCULATOR: SOLAR BDIGIT	TEXAS	FA	100	80.0%			1	400.00
B1SK24-00	8	B1	CAL.PAD.22X17.JAN-DEC	ATAGLA	FA	100	%0 02	959		1	242 70
325	B1GG2500-00	94	CAL. PAD. YR. JAN-DEC. BK	ATAGLA	EA	100	20.0%	,			299 70
B1E717-50	20	150	CAL.REFILL.YR.JAN-DEC	ATAGLA	EA	20	%0 02	251 9			73.35
											2
F467570		F4	CARD, ROTARY, 2.25X4, 100PK	ELDON	¥	10	70.0%		\$ 1.48	\$ 0.444	44.40
E964483		E3	CHAIRMAT,WKSTN,L,CR	ELDON	Æ	250	70.0%	291 8	13	100	9 261 75
E976730	0	69	CHAIRMAT, HRDFLR, CR, 46X60	ELDON	EA	250	70.0%	+-	1	1	5 925 75
H472360	0	H4	CLIP, PPR, GEM,#1,100/BX	ACCO	X	200	70.0%	1		1	76.50
3	K5625-195	3 5	CLK,WALL,LCD DAY/DTE,GY	HOWARD	EA	75	65.0%	303	7	1	1 206 19
E691141	Σ	E6	WRISTREST, MSEPD, CRYST, BE	FELLO	EA	200	62.0%	1	1	1	1 425 00
E691137	37	E6	WRISTREST, GEL, CRYSTAL, BE	FELLO	Æ	200	62.0%				1 425 00
E691441	141	E6	WRISTREST MSEPD.CRYST.PE	FELLO	ËA	500	62 0%		1	1	1 495 00
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K32100	Б	ß	TRAY,LTR,SLIDE,STACK,SKE	OFFMAT	ĒĀ	175	62.0%	1			194.85
Ξ	K321101-0	2	TRAY,LGL,SIDE,STACK,SKE	OFFINAT	ËĀ	50	62.0%				163.02
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ဖ	P286048	P2	ENVELOPE, PADDED, 14.25X20	SEALED	EA	1000	%0.07	442 \$	2.98	\$ 0.894	894.00
8	P285985	P2	ENVELOPE, PADDED, 9.5X14.5	SEALED	Ę	1000	70.0%	442 \$		\$ 0.222	222.00
듸	P211116Q	P2	ENVELOPE, RECYC, 4X9.5	QUALPK	BX	1000	%0.07	421 \$	4	`	13,575.00
N281505	35	Z 2	ERASER, WHITE BOARD	SANFRD	EA	500	70.0%	210 \$		- 1	195.00
NOZEK-Z		0	NETILL, CLIC ERASER, ZIPR	YEN EL	ž	062	%0.0 <i>/</i>	9	1.85	\$ 0.555	138.75
E648121	21	E6	FOOTREST, STANDARD, ADJUST	FELLO	EA	75	62.0%	335 \$	24.39	\$ 9.268	695.12
7	E691712	E6	RISER,MON PM,2"4"	FELLO	Ä	20	62.0%	352 \$	22.69	\$ 8.622	431.11
Ñ	F1S26E	F1	POCKET, FILE, LEGAL, BULK	ESSELT	EA	200	67.0%	4			338.25
Ñ	F1S24E	F1	FILE POCKET, LTR, STR, BULK	ESSELT	EA	200	%0'.29	69		ľ	247.50
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	F1S36G	F	FOLDER, REC, LGL, 5PC	ESSELT	EA	200	67.0%	-			361.35
	F11524EB-0X	표 :	POCKET,FILE,LTR,BE,3.5EX	ESSELT	Ē	200	67.0%				422.40
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Extended Price

		Catalog					OMAX		Group	Group Blader's Blader's Discount Catalog Catalog	Catalog		
Item #	Product Group	Identifier	Office Max #	MC	Item Description	Mfg	MON	Est Oty		Page No.	Price	Net Price	
	Misc	30.0%											١
	Diskettes	%0.09											1
	Envelopes	%0.07											1
	Filing Supplies	67.0%											
									en e				
	Dividers, Cards,												
	Labels, Storage												
	Supplies	%0.07											
	Paper	80.5%											1
	Pens, Pencils,												
	Erasers	%0.07											1
	Shredders	%0.09											
	Staplers,												
	Punches	75.0%											