

AMENDMENT #2
to
TCPN Contract No. R5023
for Office Supplies, Related Products and Office Services

This Amendment #2 is entered into by and between The Cooperative Purchasing Network ("TCPN") and Office Depot, Inc. ("Office Depot") and hereby amends and supplements TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services effective July 12, 2010, including all amendments thereto (the "Contract"). This Amendment #2 shall be deemed effective January 1, 2011 ("Amendment #2 Effective Date").

WHEREAS, the parties executed Amendment #1 effective September 1, 2010, amending certain provisions of the Contract;

WHEREAS, the parties wish to further amend the Contract as set forth in this Amendment #2; and

WHEREAS, this Amendment #2, upon mutual execution of the parties, shall be incorporated into the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows.

1. Section 1(a) of Amendment #1 entitled "Core List Pricing" is deleted in its entirety and replaced with the following:
 - a. **Fixed Pricing For BSD Big Book.** Subject to the remaining provisions of this Section 1, Office Depot will offer fixed pricing for all items listed in the current Office Depot printed Business Solutions Division Big Book Catalog ("BSD Big Book"). Pricing for items within the BSD Big Book will be as set forth on Office Depot's Business Solutions Division website located at <https://business.officedepot.com> ("BSD Website"). Core list items will be designated with the "Best Value" icon on the BSD Website. All items in the BSD Big Book, other than items on the Core list, shall be designated with the "Preferred" icon on the BSD Website."
2. Section 1(b) of Amendment #1 entitled "Custom Core Lists" is deleted in its entirety.
3. Section 1(c) of Amendment #1 entitled "BSD Catalog Pricing" is deleted in its entirety and replaced with the following:
 - c. **Pricing Updates.** Pricing for products listed in the BSD Big Book may be adjusted as follows:
 - i. Paper pricing will be updated based on market conditions. Office Depot shall give TCPN thirty (30) days written notice before any paper price increase takes effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to substantiate any paper price increase.
 - ii. Ink and toner pricing will be updated on a quarterly basis on January 1, April 1, July 1 and October 1 of each year during the term of the Contract. Office Depot shall give TCPN at least thirty (30) days written notice before any ink or toner price increase takes effect. Upon request, Office Depot

shall provide TCPN with manufacturer documentation to verify any ink or toner price increase.

- iii. Core list items will be updated on an annual basis on April 1, except for paper core items and ink and toner core items, which will be updated as set forth in subsections (i) and (ii) above respectively. Office Depot shall give TCPN at least thirty (30) days written notice of such price increases before any price increases take effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to verify any price increases for such products. Notwithstanding any other provision herein, TCPN and Office Depot may add or remove core list items from time to time by mutual written agreement of the parties (including e-mail).
 - iv. For all other products not addressed in subsections (i), (ii) and (iii) above, but listed in the BSD Big Book, prices will be updated on a semi-annual basis on April 1 and October 1 of each year during the term of the Contract. Office Depot shall give TCPN at least thirty (30) days written notice of such price increases before any price increases take effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to verify any price increases for such products.
4. Section 1(d) of Amendment #1 entitled "Copy & Print Depot Pricing" is deleted in its entirety and replaced with the following:
- d. Pricing for Custom Printing Services. Custom printing services, including custom imprinting services and large format prints, will be priced at a minimum discount of fifteen percent (15%) off of the local retail price.
5. Section 1(e) of Amendment #1 entitled "All Other Non-Core Items" is deleted in its entirety and replaced with the following:
- e. Pricing For Items Not In The BSD Big Book. Items not contained in the BSD Big Book, but set forth on the BSD Website, will be priced at a market competitive price at the time of purchase.
6. For Participating Agencies purchasing under the Contract prior to the Amendment #2 Effective Date, Office Depot shall provide overall price protection for purchases made between January 1, 2011 and January 31, 2011 ("Price Protection Period"), such that Office Depot will provide said Participating Agencies with a credit, equal to the difference between their aggregate spend during the Price Protection Period and their aggregate spend were Amendment 2 not in effect during the Price Protection Period, assuming said spend is higher in the aggregate.
7. Section 2(a) of Amendment #1 entitled "Delivery" is deleted in its entirety and replaced with the following:
- a. The pricing set forth in this Contract includes dock and/or mailroom delivery. Furniture delivery service is available on a select group of items. The fee for furniture delivery service is \$24.99 per order in Dedicated Markets and \$39.99 in Non-Dedicated Markets. "Dedicated Market" is defined as a market within fifty (50) miles of an Office Depot distribution center or retail store. A "Non-Dedicated Market" is defined as a market that is beyond fifty (50) miles of an Office Depot distribution center or retail store. A listing of select furniture items is available from Office Depot upon request. Additional freight charges may apply for Hawaii, Alaska and Puerto Rico orders.

8. Section 2(d) of Amendment #1 entitled "Agency Annual Volume Rebate" is deleted in its entirety and replaced with the following:

d. **Volume Rebates.** Office Depot will pay Participating Agencies the following volume rebates:

- i. **Double Rebate.** As an additional incentive to Participating Agencies to begin purchasing under the TCPN program, Office Depot will pay Participating Agencies a double rebate ("Double Rebate") based on such Participating Agency's Spend from January 1, 2011 through June 30, 2011, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. The double rebate shall be disbursed within ninety (90) days of the first anniversary of the Participating Agency's date of initial purchase under the Contract and shall be calculated as follows:

Spend from January 1, 2011 through June 30, 2011	Double Rebate Percentage
\$250,000 - \$500,000	0.5% of Spend
\$500,001 - \$1,750,000	2.0% of Spend
\$1,750,001 +	5.0% of Spend

- ii. **Agency Annual Volume Rebate.** Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume Rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of each anniversary of the Participating Agency's date of initial purchase under the Contract and shall be calculated as follows:

Annual Spend	Annual Volume Rebate Percentage
\$100,000 - \$1,000,000	1.0% of Annual Spend
\$1,000,001 - \$3,500,000	2.0% of Annual Spend
\$3,500,001 +	5.0% of Annual Spend

9. **E-Commerce Rebate.** In addition to the Agency Annual Volume Rebate, Office Depot shall pay to Participating Agencies an annual E-Commerce rebate ("E-Commerce Rebate") based on the percentage of Spend conducted via E-Commerce, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. If annual E-Commerce rebates earned are less than \$200.00, no rebate check will be issued. The E-Commerce Rebate shall be disbursed within ninety (90) days of each anniversary of the Participating Agency's date of initial purchase under the Contract and shall be calculated as follows:

Percentage of Annual E-Commerce Spend	Rebate Percentage
40% - 79%	0.5% of Annual Spend
80% - 100%	1% of Annual Spend

10. **Alternative to Rebates.** Notwithstanding the foregoing, at the Participating Agency level, Office Depot may agree to offer lower prices in lieu of anticipated rebate dollars to those Participating Agencies whose total Spend exceeds \$500,000. To implement, Office Depot will enter into agency-level agreements, which will also provide for an annual reconciliation to ensure that the earned rebate dollars correlate to the additional discounts and adjustments are made as necessary (a "true-up").
11. **Administrative Fees.** The parties agree that with respect to sales made after the Amendment #2 Effective Date, the quarterly administrative fees payable to TCPN shall be calculated as follows:

Annual Spend	Administrative Fee
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001	1%

Administrative fees shall be calculated on total Spend (as defined in the Contract) and will be paid quarterly. Year-to-date Spend will determine which fee percentages to apply for each quarter. The administrative fees are calculated incrementally with the achievement of each Spend tier. In calculating administrative fees for 2nd, 3rd and 4th quarters, administrative fee payments paid for previous quarters will be deducted.

Example:

If Spend in Q1 equals \$55,000,000, the Q1 administrative fee is calculated as follows:

$$\begin{array}{rcl}
 \$50,000,000 \times 2\% & = & \$1,000,000 \\
 \$5,000,000 \times 1.75\% & = & \$87,500 \\
 \hline
 \text{Q1 Administrative Fee} & = & \$1,087,500
 \end{array}$$

If Spend in Q2 equals \$75,000,000, the Q2 administrative fee is calculated as follows:

$$\begin{array}{rcl}
 \text{Q1 Spend} + \text{Q2 Spend} & = & \$130,000,000 \text{ Spend Year-to-Date} \\
 \\
 \$50,000,000 \times 2\% & = & \$1,000,000 \\
 \$50,000,000 \times 1.75\% & = & \$875,000 \\
 \$30,000,000 \times 1.5\% & = & \$450,000 \\
 \\
 \text{Total:} & = & \$2,325,000 \\
 \\
 \text{Line Deduction of Prior Fees} & & (\$1,087,500) \text{ (Q1 Admin Fee Paid)} \\
 \\
 \text{Q2 Administrative Fee} & = & \$1,237,500
 \end{array}$$

12. Exhibit A entitled "Master Core List Pricing" is hereby deleted in its entirety.
13. Exhibit D entitled "Copy & Print Depot Pricing" is hereby deleted in its entirety.
14. Section 2(c) of Amendment #1 is deleted in its entirety.
15. Paragraph 5 of Addendum to the Cooperative Purchasing Network Request for Proposal #09-09, Office supplies, Related Products, and Office Services is deleted in its entirety and replaced with the following:

In the event that the resulting contract is terminated by reason of non-appropriation of the funds as contemplated in this section, each Participating Agency shall pay for all materials received and services rendered through the effective date of termination.

16. Office Depot makes no representations, warranties or covenants to provide TCPN or Participating Agencies with more favorable pricing as compared to any other Office Depot customer or group purchasing organizations.
17. Capitalized terms not otherwise defined in this Amendment will have the same meaning as set forth in the Contract. All other terms and conditions of the Contract are hereby ratified, and shall remain in full force and effect. Should any conflict, whether direct or indirect, arise between this Amendment and the Contract, this Amendment shall control in all respects and the conflicting terms of the Contract shall be considered of no effect. Additionally, the terms and conditions of the Contract, as amended, shall supersede any conflicting terms and conditions between Office Depot and a Participating Agency, unless explicitly provided otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment #2 Effective Date.

OFFICE DEPOT, INC.

By: [Signature]

Name: John T. Lander

Title: Vice President

Date: 12-6-10

THE COOPERATIVE PURCHASING NETWORK

By: [Signature]

Name: Robert A. Pechacek

Title: Chief Financial Officer

Date: 12-6-10



AMENDMENT #1
to
TCPN Contract No. R5023
for Office Supplies, Related Products and Office Services

This Amendment #1 ("Amendment") is entered into by and between The Cooperative Purchasing Network ("TCPN") and Office Depot, Inc. ("Office Depot") and hereby amends and supplements TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services effective July 12, 2010 (the "Contract"). This Amendment shall be deemed effective September 1, 2010 ("Amendment Effective Date").

WHEREAS, TCPN issued Request for Proposal #09-09 ("RFP") on September 24, 2009;

WHEREAS, Office Depot submitted a response to such RFP ("Response");

WHEREAS, TCPN awarded Office Depot the Contract effective July 12, 2010;

WHEREAS, the Contract includes the RFP and the Response;

WHEREAS, the parties wish to amend certain terms and conditions of the Contract as set forth in this Amendment; and

WHEREAS, this Amendment, upon mutual execution of the parties, shall be incorporated into the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows.

1. **PRICING.** Within its Response to the RFP, Office Depot presented TCPN with three (3) pricing options (see Tab 9 of the Response). Office Depot and TCPN have jointly reviewed the options. The parties have agreed that the pricing terms and conditions set forth below shall be incorporated into the Contract as of the Amendment Effective Date.
 - a. **Core List Pricing.** Office Depot agrees to supply to agencies purchasing under the Contract ("Participating Agencies") those office products and services as set forth in Exhibit A attached hereto (the "Master Core List") at the prices set forth therein. With the exception of paper and toner/ink items, Master Core List pricing will be updated in February and August of each year during the term of the Contract. Pricing for paper and toner/ink items on the Master Core List will fluctuate with market conditions, provided Office Depot gives TCPN at least thirty (30) days written notice before any paper or toner/ink price increase takes effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to substantiate any paper and toner/ink price adjustments. In the event items identified on the Master Core List are discontinued by Office Depot's supplier, Office Depot agrees to make all reasonable efforts to identify and replace any discontinued item with a product of equal or better value that is available within Office Depot's stocked inventory. Notwithstanding any other provision herein, TCPN and Office Depot may update the Master Core List from time to time by mutual written agreement (including e-mail).
 - b. **Custom Core Lists.** In addition, any Participating Agency with annual Spend¹ of at least \$100,000 will have the option of creating a unique custom core list with a maximum of 200 additional core items (each a "Custom Core List"). For purposes

¹ A Participating Agency's annual Spend will be calculated beginning on the date of initial purchase under the Contract and ending twelve (12) months thereafter.

of this Amendment, "Spend" shall mean a Participating Agency's paid-for purchases, net of returns, discounts and credits. A Participating Agency eligible to create a Custom Core List may choose from the items set forth on Exhibit B. Pricing for Custom Core List items is set forth in Exhibit B attached hereto. With the exception of paper and toner/ink items, Custom Core List pricing will be updated in February and August of each year during the term of the Contract. Pricing for Custom Core List paper and toner/ink items will fluctuate with market conditions, provided Office Depot gives TCPN at least thirty (30) days written notice before any paper or toner/ink price increase takes effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to substantiate any paper and toner/ink price adjustments. In the event any Custom Core List items are discontinued by Office Depot's supplier, Office Depot agrees to make all reasonable efforts to identify and replace any discontinued item with a product of equal or better value. Notwithstanding any other provision herein, a Participating Agency and Office Depot may update a Custom Core List from time to time by mutual written agreement (including e-mail). Office Depot shall provide TCPN with the custom core information on an account-by-account basis upon written request of TCPN.

- c. **BSD Catalog Pricing:** Items not on the Core List ("Non-Core Items") but identified in the printed Office Depot Business Solutions Division priced catalog ("BSD Catalog") in circulation at the time of order placement will be priced as follows:
 - i. Paper, toner and ink products will be priced at a discount of ten percent (10%) off the price set forth in the "Your Price" column in the BSD Catalog.
 - ii. All other products in the BSD catalog (except for the Exception Categories identified in subsection (f) below) will be priced at a discount of twenty (20%) off the price set forth in the "Your Price" column in the BSD Catalog.
 - iii. Initial pricing for Non-Core Items in the BSD Catalog is set forth in Exhibit C attached hereto. Pricing for Non-Core Items in the BSD Catalog will be updated in February and August of each year during the term of the Contract. TCPN will receive at least thirty (30) days written notice before price adjustments become effective.
- d. **Copy & Print Depot Pricing.** Copy & Print Depot products and services set forth on Exhibit D shall be priced in accordance with Exhibit D. Copy & Print Depot pricing shall be updated in February and August of each year during the term of the Contract.
- e. **All Other Non-Core Items.** Non-Core Items that are not identified in subsection (c) above shall not be subject to the discounts or pricing methodology otherwise set forth in this Contract. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.
- f. **Exception Categories.** Notwithstanding anything herein to the contrary, products in the following categories (as such categories are identified on www.officedepot.com) may be priced at the price set forth on www.officedepot.com at the time of the order: Technology, Custom Printing, Promotional Products, and Warranties.
- g. **Pricing Adjustments.** Notwithstanding any other provision of the Contract, prices are subject to adjustment at any time during the term in the event of significant demonstrable increases in costs to Office Depot resulting from changes in market

conditions, stock availability, energy/utility costs and unanticipated supply chain costs upon mutual written agreement. Office Depot shall provide TCPN with all reasonably requested documentation as necessary to substantiate any price increases.

- h. **Discontinued Products.** Products may be discontinued at any time, without notice to TCPN or Participating Agencies.

2. **ADDITIONAL TERMS.** The parties agree to add the following provisions to the Contract:

- a. **Delivery.** The pricing set forth in this Contract includes dock and/or mailroom delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Orders under \$50.00 will be subject to a \$5.95 special handling fee.
- b. **Tier I Opportunities.** Office Depot has developed a diversity purchasing initiative (the "Tier I Program") that can be utilized by end customers to purchase products and services from small businesses, minority- or women-owned suppliers and service disabled veteran suppliers. In the event a Participating Agency wishes to purchase under the TCPN Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, TCPN shall permit the Participating Agency to participate in Office Depot's Tier I program, provided such participation is in accordance with the terms of the Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The fee shall be negotiated among the Participating Agency, the Tier I partner and Office Depot.
- c. **New Customers.** In the event an agency eligible to purchase under the TCPN program chooses to purchase under this Contract, Office Depot may, in its sole discretion, offer the same or similar pricing that the agency was receiving immediately prior to joining TCPN.
- d. **Agency Annual Volume Rebate.** Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume Rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within sixty (60) days of each anniversary of the Participating Agency's date of initial purchase under the Contract and shall be calculated as follows:

Annual Spend	Annual Volume Rebate Percentage
\$100,000 +	1% of Annual Spend

- e. **College Bookstore Program.** Colleges and universities purchasing products under the Contract and re-selling those products through their on-campus bookstores are eligible to receive additional rebates (the "TCPN Bookstore Program") in accordance with the requirements herein. To qualify for the TCPN Bookstore Program, a Participating Agency shall execute a TCPN Bookstore Program Participation Agreement in the form of Exhibit E attached hereto. Upon Office Depot's receipt of a fully executed TCPN Bookstore Program Participation Agreement, such Participating Agency shall be eligible to receive quarterly rebates as set forth below ("Bookstore

Rebates”), provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract

Quarterly TCPN Bookstore Program Spend	Rebate Percentage
\$25,000 - \$49,999.99	2%
\$50,000 - \$74,999.99	4%
\$75,000 - \$99,999.99	6%
\$100,000 - \$149,999.99	8%
\$150,000 - \$374,999.99	10%
\$375,000.00 and above	14%

- i. Bookstore Rebates are calculated on Spend attributable to products sold in connection with the TCPN Bookstore Program only.
- ii. Bookstore Rebates are calculated on Spend back to the first dollar spent.
- iii. Bookstore Rebates shall be disbursed within sixty (60) days of the end of each calendar quarter based on Spend during such calendar quarter.
- iv. Master Core List pricing and Custom Core List pricing shall not apply to products sold to Participating Agencies for re-sale pursuant to the TCPN College Bookstore Program. However, all remaining pricing provisions set forth in the Contract shall apply to purchases made in connection with the TCNP Bookstore Program.
- v. A college or university participating in the TCPN Bookstore Program is still eligible to receive an Agency Annual Volume Rebate provided such college or university satisfies the requirements set forth in Section 2(e) above. However, products purchased for re-sale in connection with the TCPN Bookstore Program shall not be considered for purposes of calculating Agency Annual Volume Rebates.

3. **DELETED TERMS.** The parties agree to delete the following terms from the Contract

- a. The E-commerce incentive is deleted in its entirety (see Tab 9 of Response, Section 1).
- b. The point-of sale discount is deleted in its entirety (see tab 9 of Response, Section 2).

Capitalized terms not otherwise defined in this Amendment will have the same meaning as set forth in the Contract. All other terms and conditions of the Contract are hereby ratified, and shall remain in full force and effect. Should any conflict, whether direct or indirect, arise between this Amendment and the Contract, this Amendment shall control in all respects and the conflicting terms of the Contract shall be considered of no effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year last shown below.

OFFICE DEPOT, INC.

By: [Signature]

Name: John T. Lander

Title: Vice President

Date: 9/1/10

THE COOPERATIVE PURCHASING NETWORK

By: [Signature]

Name: Robert A. Pechacek

Title: Chief Financial Officer

Date: 8/26/10



EXHIBIT A
MASTER CORE LIST PRICING

See attached.

Office Supply and Paper Core

EXHIBIT A								
SKU	Description	UOM	QPU	List Price	TCPN Price	NOTE:	Private Brand	Green
102624	PAPER FASTENER 2"BASE 100BX	BX	100	\$7.76	\$0.68		*	
104042	RULER,YARDSTICK,WOOD,BRASS END	EA	1	\$4.31	\$1.02			
105047	PEN,BP,STCK,GRP,MD,24PK,BLU	PK	24	\$4.99	\$0.66		*	
108862	PAPER ROLL, 2-1/4X130,SNGL PLY	PK	12	\$10.88	\$4.88		*	
108974	PAPER,RL,1 PLY,2-3/4INX128',10	PK	10	\$12.09	\$4.29		*	
108985	LAMP,PROJECTION,82 VOLT	EA	1	\$39.69	\$9.50			
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	10	\$38.24	\$7.37		*	
114756	TONER,HP 51A,LASERJET,BLACK	EA	1	\$199.84	\$124.92	**		*
115743	INK,HP 45A,TWIN PACK,BLACK	PK	2	\$78.57	\$45.83	**		
115778	INK,HP 15D,TWIN PACK,BLACK	PK	2	\$77.97	\$43.03	**		
120451	ERASER,MARS,PLASTIC VINYL,4/PK	PK	4	\$4.99	\$1.13			
120675	PENS,MED,PT,RSVP,12PK,BLACK	DZ	12	\$13.20	\$2.94			
124475	PAD,EASEL,TBLTP,20X23,BR,30SHT	EA	1	\$29.99	\$15.39		*	*
124505	PAD,EASEL,GRD,SS,40S,2P,25X30B	PK	2	\$79.99	\$21.04		*	*
124530	PAD,EASEL,RLD,SS,25X30,40SH,2P	PK	2	\$89.99	\$29.47		*	*
124540	PAD,EASEL,40SHT,2PK,25X30,WHT	PK	2	\$79.99	\$21.15		*	*
124550	PAD,EASEL,40SHT,4PK,25X30,WHT	PK	4	\$149.99	\$44.42		*	*
124569	PEN,BP,RT,5MM,12PK,BLUE	PK	12	\$12.99	\$2.70		*	
124587	PEN,BP,RTRCT,5MM,12PK,BLACK	PK	12	\$12.99	\$2.70		*	
128817	MARKER,PERM,DESK,12PK,BLACK	PK	12	\$10.29	\$2.53		*	
132407	QUART RUBBER CEMENT	QT	1	\$12.15	\$4.06			
137286	PEN,RB,MED,12PK,BLACK	PK	12	\$22.99	\$3.31		*	
139720	ERASERS,SM,36/BX,PINK	BX	36	\$15.64	\$3.62		*	
139736	ERASERS,LRG,DZ,PINK	DZ	12	\$8.28	\$2.40		*	
143197	COVER,DOCUMENT,6CT,NAVY	PK	6	\$12.99	\$3.29		*	*
149088	ERASER,MAGIC RUB,BLOCK SHAPE	DZ	12	\$10.68	\$5.04			
153226	DVD+RW,SPINDLE,MEMOREX,25PK	PK	25	\$34.99	\$9.88			
154414	CARTRIDGE,LASER,Q2612A	EA	1	\$101.84	\$66.76	**		
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	1	\$45.39	\$27.66	**		*
158107	BOOK,MESSAGE,PHONE,WRITE'NSTCK	EA	1	\$7.80	\$3.12		*	
160064	FLAGS,POST-IT(R),SMALL SIZED	EA	1	\$13.76	\$7.00			
161513	MOISTENER,TUBE,W/ANGLED SPONGE	EA	1	\$1.56	\$0.84		*	
161558	CERTIFICATES,FORAY,25PK,BLUE	PK	25	\$11.49	\$5.74		*	*
163460	STAPLER,ELECTRIC,HEAVY DUTY,B8	EA	1	\$161.29	\$34.04			
166702	TAPE,CORRECTION,MONO	EA	1	\$4.10	\$1.03			
167787	CARTRIDGE,INK,CLR,C1823D	EA	1	\$51.39	\$29.35	**		
169771	CARTRIDGE,INK,BLK,51645A	EA	1	\$41.91	\$25.00	**		*
172171	FILM,TRNSP,W/O STR,BK/CL,100BX	BX	100	\$36.26	\$8.78			
172213	FILM,TRANS,BLK/CLR,COP,W/ST,1C	BX	100	\$39.94	\$16.68			
172460	PAD,NTE,POST,1.5"X2",12PK,YEL	PK	12	\$9.65	\$3.26			
172510	NOTE,CANARY,YELLOW,3X3,12PACK	PK	12	\$22.20	\$7.48			
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	1	\$45.39	\$27.17	**		
173336	DISPENSER,TAPE,DSKTOP,3/4",BLK	EA	1	\$7.90	\$1.42			
176928	CALCULATOR,SCNTFC,SLR,TI-30XII	EA	1	\$17.00	\$12.31			
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	12	\$4.14	\$0.74			
181586	PEN,BALL PT,MEDIUM,STICK,RED	DZ	12	\$4.14	\$0.74			
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	12	\$4.14	\$0.74			
181610	PEN,BALL PT,FINE,STICK,BLUE	BX	12	\$4.14	\$0.81			
181628	Q1 PEN,BALL PT,FINE,STICK,RE	BX	12	\$4.14	\$0.81			
181636	PEN,BALL PT,FINE,STICK,BLACK	DZ	12	\$4.14	\$0.81			
182089	FLUID,CORRECTION,WHITE	DZ	12	\$24.24	\$7.14			
182725	PEN,FLAIR,W/PNTGRD,BLUE,DZ	DZ	12	\$20.88	\$9.60			
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	12	\$20.88	\$9.60			
182741	PEN,FLAIR,PNTGRD,DZ,BLK	DZ	12	\$20.88	\$9.60			
182758	PEN,FLAIR,W/POINTGUARD,DZ	DZ	12	\$20.88	\$9.60			
186585	TONER,CARTRIDGE,FX3,FAX	EA	1	\$92.00	\$57.15	**		
189628	HOLDER,CARD,BUSINESS,RECYCLED	EA	1	\$1.25	\$0.93		*	*
196048	REFILL,PEN,STAY-PUT,BLACK	EA	1	\$2.33	\$0.72		*	
196228	HIGHLIGHTER,ACCENTINTRO,FYW	BX	12	\$7.08	\$2.28			
202812	MARKER,FELT,PERM,KING SIZE,DZ	DZ	12	\$24.96	\$7.32			
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	12	\$15.36	\$4.97			

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Office Supply and Paper Core

EXHIBIT A								
SKU	Description	UOM	QPU	List Price	TCPN Price	NOTE:	Private Brand	Green
204057	CLEANER,BOARD,DRY ERASE,8 OZ	EA	1	\$3.90	\$1.25			
204156	MRKR,ST/D/ER,CHS,4CLR	ST	4	\$7.70	\$2.54			
204164	MRKR,SET,D/ERS,8CLR	ST	8	\$15.21	\$6.56			
205344	GLUE,SCHOOL,ELMERS,8OZ	EA	1	\$2.69	\$0.82			
205351	GLUE,SCHOOL,ELMERS,GALLON	EA	1	\$18.99	\$4.58			
205583	RULER,12",METRIC,WOOD,MTL EDGE	EA	1	\$1.02	\$0.38			
206426	ERASER,CAP,ASSORTED CLRS,72/PK	PK	72	\$5.99	\$1.64		*	
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	50	\$38.95	\$10.08			*
209136	DVD-R,SPINDLE,100PK	PK	100	\$59.99	\$17.26			
209344	DVD+R,SPINDLE,MEMOREX,100PK	PK	100	\$59.99	\$17.26			
213491	MARKER,PERM,EF3000,8 COLOR SET	ST	8	\$6.50	\$1.41			
218691	PAD,EASEL, TABLE TOP,POST-IT	EA	1	\$34.96	\$20.02			
220424	LABEL,OD,DL FILE,1/3,1500,WHT	PK	1500	\$36.97	\$11.15		*	
220636	TAPE,SL,OD,1.89"X110YD,6PK,CLR	PK	6	\$19.27	\$5.15		*	
225706	FILM,STRETCH,80 GAUGE,18X1500	EA	1	\$49.55	\$13.97		*	
232403	TAPE,SCOTCH MAGIC,3/4X1000,4PK	PK	4	\$15.85	\$6.82			
234176	PEN,SOFT GRIP,MED,BLK,12PK	PK	12	\$12.99	\$2.50		*	
234184	PEN,SOFT GRIP,MED,BLUE,12PK	PK	12	\$12.99	\$2.26		*	
234192	PEN,RT,SFT GRP,MED,BLK,12PK	PK	12	\$12.33	\$1.76		*	
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	12	\$12.33	\$2.63		*	
235408	BNDR,3RG,VNL,1.5,BLK	EA	1	\$6.79	\$2.67			*
239269	CLOCK,COMMERCIAL,13.5"DIAL,BLK	EA	1	\$32.99	\$4.36			
239301	CARTRIDGE,INK,BLK,51629A	EA	1	\$44.20	\$25.30	**		*
239319	CARTRIDGE,INK,CLR,51649A	EA	1	\$46.33	\$28.53	**		*
239400	TAPE,LETTERING,5",BLACK/WHITE	EA	1	\$18.99	\$8.92			
239921	TONER,CRG,F/5P,5MP,03A	EA	1	\$136.34	\$83.05	**		*
242290	LABEL,MULTI,WHT,100PK,3M	PK	100	\$37.33	\$24.20			
242524	LABEL,RETURN,WHT,3M	PK	2000	\$11.45	\$7.00			
252316	LABEL,SHIP,WHT,600PK,3M	PK	600	\$37.33	\$34.25			
252343	LABEL,ADRES,WHT,750PK,3M	PK	750	\$11.25	\$6.80			
252370	LABEL,FOLDER,AST,750PK,3M	PK	750	\$19.18	\$13.09			
252388	LABEL,FOLDER,WHT,750PK,3M	PK	750	\$17.55	\$13.06			
252442	LABEL,RETURN,WHT,3M	PK	8000	\$37.33	\$24.25			
253032	TAGBOARD,MANILLA,12X18,125LB	PK	100	\$17.99	\$5.38		*	
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	2	\$8.08	\$2.35			
255477	NOTES,SS,4X4,6/PK,NATURAL	PK	6	\$22.25	\$12.61			*
256861	MARKER,EXPO 2,RED	DZ	12	\$21.84	\$8.08			
256901	MARKER,DRY ERASE,EXPO II,BLACK	DZ	12	\$21.84	\$7.54			
257191	PEN,FLAIR,W/POINTGUARD,PURPLE	DZ	12	\$20.88	\$9.59			
258781	MARKER,DRY ERASE,FINE,EXPO,BLK	DZ	12	\$18.96	\$7.67			
258851	MARKER,DRY ERASE,FINE,EXPO,BLU	DZ	12	\$18.96	\$7.67			
259251	MARKER,CHISEL TIP,EXPO,DZ,BLK	DZ	12	\$21.84	\$8.08			
259271	MARKER,CHISEL TIP,EXPO 2,BLUE	DZ	12	\$21.84	\$8.08			
259444	DESKPAD,MTHLY,22X17,BLK	EA	1	\$6.59	\$2.03			
259498	REFILL,DEPOT,W/CR,3.5X6	EA	1	\$3.29	\$1.05		*	
260382	TAGBOARD,MANILLA,9X12,125LB	PK	100	\$8.99	\$2.71		*	
266336	PEN,BP,M,SOFTGRIP,12PK,RED	PK	12	\$12.99	\$2.30		*	
268091	PAD,GUM,8.5X11,OD,WHT,LGL RLD	DZ	12	\$28.38	\$6.04		*	
275833	3 HOLE PUNCH,10 SHEET CAPACITY	EA	1	\$10.39	\$3.91		*	
279376	PROTECTOR,SHT,OD,NONGLR,200BX	BX	200	\$27.99	\$4.44		*	
279624	ERASER,PENCIL,CAP,144BOX	BX	144	\$10.59	\$2.10		*	
279632	ERASERS,PINK BEVEL,MED,24BOX	BX	24	\$16.16	\$3.73		*	
279904	STICK,METER,WOOD,CLR LAQUER	EA	1	\$4.02	\$1.11			
280080	RULER,METRIC,12",&16THS	EA	1	\$0.86	\$0.36			
286934	TONER,ULTRA PRECISE,27X	EA	1	\$186.29	\$104.76	**		*
286943	TONER,HP,C4127A,ULTRA PRECISE	EA	1	\$144.50	\$80.91	**		*
291951	CARTRIDGE,INK,HIGH CAP,78,CLR	EA	1	\$75.87	\$47.64	**		
302902	FOLDER,FILE,LTR,1/3,100BX,ASTD	BX	100	\$42.65	\$15.94		*	*
305289	TAPE,MAGIC,SCOTCH,24/PK	PK	24	\$89.11	\$39.18			
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	12	\$22.77	\$4.63		*	
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	12	\$22.77	\$4.63		*	

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306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	12	\$22.28	\$3.18		*	
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	12	\$35.73	\$6.33		*	
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	12	\$22.28	\$4.00		*	
307512	ERASER,DRY ERASE,EXPO	EA	1	\$3.33	\$1.10			
307629	PAD,SCRATCH,3X5,WHT,100SHT,DZ	DZ	12	\$12.21	\$2.14		*	
307744	PAD,SCRATCH,4X6,WHT,100SHT,DZ	DZ	12	\$19.01	\$3.29		*	
307959	FOLDER,CLASS,LETTER,2DIV	EA	1	\$5.59	\$0.99			*
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	10	\$16.43	\$2.06		*	
308478	CLIP,PAPER,#1,SMTH,OD,10PK	PK	10	\$5.57	\$0.70		*	
308957	CLIP,BINDER,LARGE,2IN,12BX	BX	12	\$6.30	\$0.65		*	
309872	MARKER,PERM,3000,CHISEL PT,BLK	DZ	12	\$9.96	\$1.73			
313676	RULER,12",INCH/METRIC,PLSTC	EA	1	\$0.60	\$0.11		*	
315465	INDEX,3-RG,5TAB,11X8.5,ASTD	ST	1	\$1.15	\$0.84	**	*	
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	100	\$25.74	\$4.66			*
315580	INDEX,3-RG,5TAB,11X8.5,CLEAR	ST	1	\$1.15	\$0.84	**	*	
316117	FOLDER,LTR,STR CUT,100BX,MNLA	BX	100	\$26.31	\$4.76			*
316232	FOLDER,LTR,1/2 CUT,100BX,MNLA	BX	100	\$26.31	\$5.21			*
316356	FOLDER,LTR,1/5CUT,100BX,MANILA	BX	100	\$27.91	\$6.73			*
319055	CARTRIDGE,LASERJET 4600,CYAN	EA	1	\$305.36	\$185.13	**		*
319099	CARTRIDGE,LSRJET 4600,MAGENTA	EA	1	\$305.36	\$185.13	**		*
319209	CARTRIDGE,LASERJET 4600,YELLOW	EA	1	\$305.36	\$185.13	**		*
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	1	\$226.05	\$136.99	**		*
320960	STAPLE,1/4",SF1,15-25SHT,5M/BX	BX	5000	\$3.02	\$0.33			
325027	PENCIL,LEAD,"ORIOLE",SOFT	DZ	12	\$3.31	\$0.77			
325871	CARTRIDGE,#17,INK,COLOUR	EA	1	\$42.30	\$26.65	**		
327677	SOFTSOAP,ANTIBACTERIAL,GALLON	GA	1	\$24.00	\$11.64			
329576	DUSTER,AIR,10OZ	EA	1	\$12.99	\$3.76		*	
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	100	\$19.56	\$5.48		*	*
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	100	\$24.42	\$4.84		*	*
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	100	\$29.53	\$5.83		*	*
330960	ENVELOPE,CLASP,12X15.5,100BX	BX	100	\$38.34	\$9.58		*	*
332629	CD-R,80MIN,SPINDLE,50PK	PK	50	\$19.99	\$5.90			
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	5	\$12.99	\$5.08			*
340273	PENCIL,11/32IN DIA,UNTIPPED	DZ	12	\$5.19	\$1.65			
340281	PENCIL,11/32IN DIA,ERASER	DZ	12	\$5.67	\$2.03			
340299	PENCIL,13/32IN DIA,UNTIPPED	DZ	12	\$5.73	\$2.12			
340307	PENCIL,13/32IN DIA,W/ERASER	DZ	12	\$6.09	\$2.33			
340840	CORRECTION FLUID,OD,WHT,12PK	DZ	12	\$12.99	\$3.93		*	
341016	ENVELOPE,CLASP,28LB,#97,100BX	BX	100	\$29.53	\$5.24			
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	100	\$24.42	\$4.33			
341099	ENVELOPE,CLASP,28LB,#55,100BX	BX	100	\$19.56	\$4.71			
344090	STAPLES,HVY DTY,1/2",1000/BOX	BX	1000	\$5.07	\$1.06		*	
345997	MARKER,EXPO 2,CHISEL PT,8COLOR	ST	8	\$13.04	\$5.38			
346843	TONER,LJ5000,C4129X	EA	1	\$238.69	\$155.68	**		*
348185	ENV,COIN,28LB,#5.5,KRAFT,500BX	BX	500	\$40.98	\$9.51			
348201	ENVELOPE,#10,24LB,WHT,500BX	BX	500	\$37.71	\$5.14			
352871	CARTRIDGE,INK,BLK,C4844A	EA	1	\$44.42	\$27.97	**		*
355346	PEN,BP,STCK,GRP,MD,24PK,BLK	PK	24	\$4.99	\$0.68		*	
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	1	\$11.56	\$3.03			*
356790	BINDER,ECONO,R-RNG,2",WHITE	EA	1	\$14.53	\$3.30			*
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	3000	\$44.56	\$18.64			
364372	LABEL,LSR,ADDR,WHT,2000CT	BX	2000	\$44.56	\$14.64			
364380	LABEL,LSR,ADDR,WHT,1400CT	BX	1400	\$44.56	\$14.64			
368720	PAD,NOTE,HIGHLAND,1.5X2,Y	PK	\$12.00	\$3.69	\$1.65			*
368738	PAD,NOTE,HIGHLAND,3"X3",12PK,Y	DZ	\$12.00	\$8.28	\$3.84			*
368746	PAD,NTE,HIGHLAND,3"X5",12PK,Y	PK	\$12.00	\$11.28	\$5.28			*
369088	DIVIDER,INSERT,5TAB,6SETS/PK	PK	6	\$4.11	\$0.83			*
369113	DIVIDER,INSERT,OD,8TAB,CLR,4PK	PK	4	\$4.52	\$1.05	**	*	*
369275	OD,DIV,INSERT,5TAB,CLR,6ST/PK	PK	6	\$4.11	\$1.04		*	*
369952	DIVIDER,INSRT,OD,4ST,8T,ML-CLR	PK	4	\$4.52	\$0.83		*	*
371550	SHARPENER,ELECTRIC,SINGLE HOLE	EA	1	\$27.74	\$9.95		*	

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371570	SHARPENER,PENCIL,ELEC,MULTI HL	EA	1	\$43.21	\$17.94		*	
375133	KIT,FIRST AID,J&J,SMALL OFFICE	EA	1	\$29.99	\$13.36			
382115	HIGHLIGHTER,JUMBO,4PK,ASTD	PK	4	\$4.77	\$2.62			
384611	CARTRIDGE,INK,#15,810C/812C	EA	1	\$39.60	\$23.84	**		
394471	BOARD,30X40",10PK,WHITE	CT	10	\$98.80	\$24.37	**	*	
404321	PENCIL,MECHANICAL GRIP,7MM	DZ	12	\$9.36	\$2.83			
405891	DISK,OFFICE DEPOT,3.5,IBM,10BX	BX	10	\$5.99	\$0.90		*	
406281	TONER,REMAN,OD27X,LJ4000,4050	EA	1	\$160.19	\$53.19	**	*	*
406331	TONER,REMAN,OD27A,LJ4000,4050	EA	1	\$124.89	\$47.65	**	*	*
406361	TONER,REMAN,OD03A,5-6P,5-6MP	EA	1	\$112.79	\$31.73	**	*	*
409600	PAD,EASEL,BLEED BLOCKER	PD	50	\$29.99	\$5.49		*	*
417393	TONER,1100SE/1100ASE,92A	EA	1	\$90.47	\$48.56	**		*
417437	TONER,E-40,PC700 SERIES	EA	1	\$179.00	\$100.19	**		
419672	CARTRIDGE,INK,HP #56,BLACK	EA	1	\$28.66	\$17.35	**		*
420705	BOOK,MESSAGE,PHONE,2PK	PK	2	\$13.49	\$3.77	**	*	
420994	NOTE,OD,3" X 3", 18/PK,YELLOW	PK	18	\$22.39	\$4.01		*	
422147	JACKET,FILE,VERT,LTR,10/PK,MLA	PK	10	\$12.88	\$6.56			*
422170	JACKET,FILE,VERT,LGL,10/PK,MAN	PK	10	\$13.62	\$6.94			*
427111	STAPLE REMOVER,BLACK	EA	1	\$1.99	\$0.15		*	
427261	TAPE,SEAL,BOX,2X55YDS,6PK,CLR	PK	6	\$52.68	\$19.52			
427294	TONER,MCRFN,HP,5SISIMX,BK	EA	1	\$292.59	\$168.80	**		*
428274	TONER,8100 SERIES,HP	EA	1	\$274.59	\$159.29	**		*
429266	CLIP,PAPER,#1,SMTH,OD,100BX	BX	100	\$1.09	\$0.05		*	
429415	CLIP,BINDER,SMALL,12/BOX	BX	12	\$1.10	\$0.10	**	*	
429431	CLIP,BINDER,MEDIUM,	BX	12	\$2.13	\$0.24	**	*	
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	3	\$13.49	\$2.12			
430496	ERASER,CLIC,PENTEL,4PACK	PK	4	\$8.60	\$3.50			
432479	NOTES,POST-IT,POP-UP,SS,12PK	PK	12	\$28.83	\$16.16			
432661	BATTERY,EVEREADY,ALKALN,D,8PK	PK	8	\$22.88	\$9.04			
432721	BATTERY,EVEREADY,ALKLN,AAA,16P	PK	16	\$18.24	\$7.66			
432847	TONER,10A,SMART PRINT	EA	1	\$175.28	\$106.21	**		*
432865	TONER,13A	EA	1	\$103.76	\$60.21	**		*
432892	TONER,13X,HIGH YIELD	EA	1	\$129.40	\$84.47	**		*
433573	PORTFOLIO,PCKT,W/FAST,10PK,LBLU	PK	10	\$11.49	\$2.51		*	*
433581	PORTFOLIO,POCKET,W/FAST,10PK	PK	10	\$11.49	\$3.64		*	*
433607	PORTFOLIO,2PKT,W/FAST,10PK,RED	PK	10	\$11.49	\$2.51		*	*
433656	PORTFOLIO,POCKET,TWIN,10PK,RED	PK	10	\$4.99	\$1.42		*	*
433664	PORTFOLIO,POCKET,TWIN,10PK,BLU	PK	10	\$4.99	\$1.42		*	*
433680	PORTFOLIO,POCKET,TWIN,10PK,LTB	PK	10	\$4.99	\$1.42		*	*
434415	BOARD,DISPLAY,PROJECT,36X48,WH	EA	1	\$8.85	\$3.24		*	
434551	COLD PACK	EA	1	\$3.00	\$1.65			
438366	PORTFOLIO,PCKT,TWIN,10PK,ASTD	PK	10	\$4.99	\$1.42		*	*
438390	COVER,REP,PORTW/TANG 1 10/PK	PK	10	\$11.49	\$3.64		*	*
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	1	\$32.89	\$22.28	**		*
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	1	\$45.39	\$30.92	**		*
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	12	\$8.02	\$1.39		*	
443296	NOTE,OD,3"X5",12PK,YELLOW	PK	12	\$24.63	\$7.91		*	
443650	CEMENT,RUBBER,ELMER'S,4 OZ.	EA	1	\$1.75	\$0.90			
444611	TAPE,MASK,OD,1"X60YD,3PK	PK	3	\$11.99	\$2.13		*	
453803	REFILL,CLIC,ERASER,2/PK	PK	2	\$1.85	\$0.85			
455329	MARKER,DRY ERASE,BROAD,BLUE	DZ	12	\$23.16	\$9.55			
455451	MARKER,DRY ERASE,BROAD,RED	DZ	12	\$23.16	\$9.41			
455469	MARKER,DRY ERASE,BLACK	DZ	12	\$23.16	\$9.55			
463620	LABEL,LSR,SHIP,WHT,1000CT	BX	1000	\$45.91	\$19.20			
463778	FOLDER,CLASS,LTR,2DIV,5PK,RED	PK	5	\$31.01	\$5.84			*
463865	TONER,HP 36A,BLACK	EA	1	\$107.95	\$74.03	**		*
470591	CLIPBOARD,LETTER SIZE,2PK	PK	2	\$6.55	\$0.62			
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	16	\$54.71	\$16.94		*	
473648	TAPE,DOUBLE-SIDED, OD, 2PK	PK	2	\$12.06	\$5.77		*	
474311	FILE,MAG.ECONO/STOR,WH/BK	EA	1	\$2.57	\$0.62			*
474353	SOAP,LIQUID,7.5OZ,SOFTSOAP	EA	1	\$2.90	\$1.32			

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475208	DIVIDERS,5TAB,5 SETS,W/WHT LBL	PK	25	\$29.44	\$2.19		*	*
475232	DIVIDERS,8TAB,5 SETS,W/WHT LBL	PK	40	\$33.70	\$3.42		*	*
475248	DIVIDERS,5TAB,25SETS,W/WHT LBL	PK	25	\$129.00	\$24.99		*	*
475256	DIVIDERS,8TAB,25SETS,W/WHT LBL	PK	200	\$149.00	\$29.99		*	*
475814	FOLDER,RCY,LTR,1/3CT,100BX,MNA	BX	100	\$27.85	\$8.99			*
476170	SHARPENER,BLADE,BATTERY OPERAT	EA	1	\$7.99	\$3.95		*	
480061	RIBBON,ML100,SERIES/320/321	EA	1	\$14.00	\$4.01			
485177	ERASER,PCL,MED,PNK PEARL,3PK	PK	3	\$1.83	\$0.63			
485185	ERASER,PCL,LRG,PNK PEARL,3/PK	PK	3	\$2.22	\$0.76			
486027	BINDER,D-RG,4",DBLLCK,WHT	EA	1	\$32.58	\$11.93		*	
487056	FOLDER,FILE,8.5X11,100/BX,ASTD	BX	100	\$37.46	\$8.20			*
492405	BINDER,3RG,VNL,11X8.5,1"BLK	EA	1	\$4.24	\$0.91			*
492660	BNDR,3RG,VNL,11X8.5,1",BLU	EA	1	\$4.24	\$0.90			*
492864	FILM,LMNTNG,25X500 1.5MIL,2/BX	BX	2	\$58.87	\$27.47			
492884	BINDER,D-RING,1",VUE,WHITE	EA	1	\$8.73	\$2.84			*
492892	BINDER,D-RG,NO-GLARE,4"C,WHT	EA	1	\$25.17	\$8.86			*
492942	BINDER,D-RING,2",VUE,WHITE	EA	1	\$12.58	\$4.10			*
493114	BINDER,D-RING,1.5",VUE,WHITE	EA	1	\$10.66	\$4.26			*
493122	BNDR,3RG,VNL,2" BLK	EA	1	\$8.12	\$2.12			*
493213	BINDER,D-RING,3",VUE,WHITE	EA	1	\$17.09	\$4.73			*
493403	BINDER,OVERLAY,CLEAR,1" BLACK	EA	1	\$7.17	\$1.34			
493643	BINDER,RING,RND,1"CAP,WE GLS	EA	1	\$8.91	\$2.79	**		*
495549	STAPLER,HEAVY DUTY,PLT	EA	1	\$79.78	\$23.51			
497735	MARKER,DRY ERASE,CHSELTIP,4COL	PK	4	\$7.09	\$2.18			
498761	SHEET PROTECT,OD,STD,NGLR,100B	BX	100	\$14.49	\$2.46		*	
498811	SHEET PROTECT,OD,STD,CLR,100/B	BX	100	\$14.49	\$1.17		*	
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	50	\$10.99	\$1.51		*	
498841	SHEET PROT,OD,HVY CLR,50/BX	BX	50	\$10.99	\$1.85		*	
499441	TONER,REMAN,OD92A,LJ1100,3200	EA	1	\$74.19	\$34.90	**	*	*
500553	POCKET,FILE,LTR,FLAT,STRT,MAN.	BX	100	\$49.70	\$13.99			*
501965	FLUID,CORRECT,MULTI FLUID,WHT	PK	3	\$5.95	\$2.13			
502062	R-BNDR FLAT BACK 3" BLACK	EA	1	\$13.49	\$4.51			*
502351	SCISSORS,STUDENT,LH/RH,7",ASTD	PR	1	\$5.25	\$1.76			
502369	SCISSORS,POINT TIP,KIDS,5",AST	PR	1	\$3.50	\$0.94			
502675	TONER,REMAN,OD,4250/4350	EA	1	\$186.99	\$89.10	**	*	*
507067	CARTRIDGE,REMAN,HPC6578D	EA	1	\$65.69	\$12.78	**	*	*
507935	PAD,EASEL,STICKABLE,2PK	PK	2	\$89.96	\$53.14			
509328	PEN,GEL,ROLLER,0.7MM,12/PK,BLU	DZ	12	\$14.26	\$2.69		*	
510216	PEN,GEL,ROLLER,0.7MM,12/PK,BLK	DZ	12	\$14.26	\$7.84		*	
510613	ERASER,LATEXFREE,3PK,WHITPEARL	PK	3	\$2.30	\$1.05			
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	1	\$9.91	\$5.37			
513854	CARTRIDGE,OD23,TRICOLOR	EA	1	\$35.99	\$14.22	**	*	*
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	1	\$6.87	\$3.02			
514675	CARTRIDGE,IJ,REMAN,OD17,COLOR	EA	1	\$33.29	\$18.28	**	*	*
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	10	\$36.78	\$4.89		*	
522810	TONER,Q5942X,HP,2/PK,BLACK	PK	2	\$626.33	\$389.70	**		*
524405	BOOK,STENO,6X9,70CT,GREEN	EA	1	\$3.36	\$0.55		*	
524447	SCRATCH PAD 5X8 100CT 12 PK	PK	12	\$31.29	\$6.50		*	
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	12	\$19.08	\$5.92			
525509	PAD,EASEL,2PK,WHITE,OFFICE DEP	PK	2	\$49.99	\$16.38		*	
525740	PAD,EASEL,1",RULE,2PK,OD,WHITE	PK	2	\$54.99	\$14.00		*	
530238	POST-IT,ASSORTED,4X6,5PK,PASTL	PK	5	\$20.40	\$11.42			
530569	CARTRIDGE,LASER JET,HP BLACK	EA	1	\$326.78	\$198.07	**		*
530650	CARTRIDGE,LASER JET,HP MAGENTA	EA	1	\$458.14	\$277.75	**		*
531100	CARTRIDGE,LASER JET,HP CYAN	EA	1	\$458.14	\$277.75	**		*
531199	CARTRIDGE,LASER JET,YELLOW	EA	1	\$458.14	\$277.75	**		*
533400	STENO, 70CT., GREGG RULE, WHI	DZ	12	\$38.00	\$9.46		*	
535704	POUCH,LAMINATING,LETTER SIZE	PK	50	\$3.95	\$3.42		*	
539262	SCISSORS,KIDS,BLUNT TIP,5",AST	PR	1	\$3.50	\$0.94			
542423	TONER,CRG,LJ,98A	EA	1	\$159.95	\$94.42	**		*
549014	STAPLER,ELECTRIC,BLACK	EA	1	\$84.29	\$13.80			

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555839	FILM,TRANS,INK JET,50SH/BX	BX	50	\$63.77	\$27.45			
558143	PEN,BP,RT,GRP,MD,PM,24PK,BLK	PK	24	\$21.86	\$7.34			
558157	PN,BLPNT,RT,WB GRP,MD,24PK,BLU	PK	24	\$21.86	\$7.34			
560941	ENVELOPE,CD 50PK,WHITE	PK	50	\$11.15	\$2.26		*	
563300	NOTES,3X3,REC,24PK,PASTEL	PK	24	\$37.95	\$25.08			*
563305	NOTES,3X3,RECYCLED,24PK,YLW	PK	24	\$35.80	\$19.09			*
563398	CARTRIDGE,INK,OD REMAN 45A,2PK	PK	2	\$59.69	\$18.28	**	*	*
568419	TAPE,PACKAGING,OD,6/PK	PK	6	\$48.40	\$16.59		*	
569741	CALCULATOR,POCKET,8-DIGIT,OD-2	EA	1	\$4.99	\$2.06		*	
570971	GLUESTICK,SINGLE,.32OZ,WHITE	EA	1	\$1.05	\$0.30		*	
571081	GLUESTICK,0.70OZ,SINGLE,WHITE	EA	1	\$1.75	\$0.41		*	
571101	GLUESTICK,.32 OZ,12/PK,WHITE	PK	12	\$8.15	\$1.57		*	
574789	DIVIDERS,INS,5,CLEAR,OD,BIGTAB	ST	5	\$1.30	\$0.21		*	*
574803	DIVIDERS,INS,5,COLOR,OD,BIGTAB	ST	5	\$1.30	\$0.21	**	*	*
574817	DIVIDER,INS,8TAB,CLR,OD,BIGTAB	ST	8	\$1.88	\$0.31	**	*	*
574852	DIVIDER,INS,8TAB,ASTD,OD,BIGTA	ST	8	\$1.88	\$0.31		*	*
574866	DIVIDER,INS,5,BG TB,RCY,OD,CLR	ST	5	\$1.62	\$0.29	**	*	*
575605	LAMP,O,H.PROJECTOR	EA	1	\$52.41	\$14.07			
576481	TAPE,CORRECTION,2PK,WHITE	PK	2	\$7.96	\$1.83		*	
576833	FLAGS,"SIGN HERE",4/PK	PK	4	\$16.00	\$9.16			
578424	CARTRIDGE,REMAN,HP7115A	EA	1	\$77.19	\$43.10	**	*	*
578446	CARTRIDGE,REMAN,HP C8061X	EA	1	\$160.19	\$61.05	**	*	*
583666	PUNCH,3HOLE,40SHT/CAP,BLACK	EA	1	\$93.22	\$20.99			
587114	CARTRIDGE,INK,OD,REMN,HP15,BLK	EA	1	\$30.59	\$10.37	**	*	*
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	1	\$19.41	\$8.89			
595671	SHARPNR,PENCIL,SCHOOL PRO	EA	1	\$66.26	\$21.22			
597050	TAPE,INVISBL,3/4X1296,6PK	PK	6	\$28.14	\$12.66			
611312	CARTRIDGE,INKJET,OD57,TRI-CLR	EA	1	\$35.99	\$17.22	**	*	*
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	3000	\$36.96	\$5.37		*	
612111	LABEL,ADDR,OD,LSR,7500CT,WHITE	PK	7500	\$79.24	\$23.40		*	
613827	FASTENER,RND HD,100PK,1",BRASS	PK	100	\$6.99	\$0.75	**	*	
616897	CARTRIDGE,HP LASERJET 4300	EA	1	\$295.95	\$178.60	**		*
616906	CARTRIDGE,HP LASERJET 4200	EA	1	\$223.52	\$129.63	**		*
618405	TISSUE,KLEENEX,BOUQUE,6PK	PK	6	\$17.83	\$8.90			*
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	100	\$39.99	\$19.57			
630138	NOTES,POST-IT,SUPER STICKY,12P	PK	12	\$34.95	\$17.99			
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	500	\$43.32	\$11.18		*	
648040	CARTRIDGE,INKJET,OD56,BLACK	EA	1	\$21.59	\$13.14	**	*	*
648104	TONER,LASER,OD F/HP Q2610A,BLK	EA	1	\$150.69	\$72.41	**	*	*
648112	TONER,LASER,OD F/HP Q2612A,BLK	EA	1	\$88.69	\$32.21	**	*	*
648176	TONER,LASER,OD F/HP Q2613A,BLK	EA	1	\$89.68	\$50.57	**	*	*
648184	TONER,LASER,OD F/HP Q2613X,BLK	EA	1	\$112.09	\$55.17	**	*	*
648612	STAPLER,FULL STRIP,METAL SILVR	EA	1	\$12.99	\$7.14		*	
650725	CD-R,SPINDLE,TDK,100/PK	PK	100	\$39.99	\$11.46			
659631	PEN,UNIBALL,FINE,ONYX,DZ,RED	DZ	12	\$13.80	\$3.35			
660450	PAD,EASEL,POSTIT,25X30,2PK,WHT	PK	2	\$71.96	\$48.88			
664901	CARTRIDGE,INK,REMAN,OD-45A,BLK	EA	1	\$32.39	\$9.42	**	*	*
666511	TAPE,MASKING,2X60YD,HILND	RL	1	\$5.89	\$2.10			
666537	TAPE,MASKING,HIGHLAND,1"X60YD	RL	1	\$2.94	\$1.05			
677672	SURGE,HOM,6 OUTLET,SURGEMASTR	EA	1	\$24.99	\$10.45			
680959	PEN,OHP,FN,VIS-A-VIS,DZ,BLACK	DZ	12	\$19.20	\$7.80			
682039	MARKER,PERM,3000,CHISEL PT,BLU	DZ	12	\$9.96	\$1.67			
682047	MARKER,PERM,3000,CHISEL PT,RED	DZ	12	\$9.96	\$1.68			
687301	PEN SET,VIS-A-VIS,FINE,4-COLOR	PK	4	\$6.21	\$2.04			
688333	PENCIL,AMER,CHECKING,RED	DZ	12	\$5.52	\$1.27			
688358	PENCIL,AMER,CHECKNG,BLUE	DZ	12	\$5.51	\$1.27			
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	12	\$36.60	\$13.05			
698811	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	25	\$27.99	\$6.63		*	*
711044	PUNCH,LEVER,HANDLE,BLK	EA	1	\$40.59	\$16.08			
719491	SCISSORS,5",POINT TIP,ASTD CLR	PK	2	\$4.38	\$0.50		*	
720461	RULER,W/BNDR HOLES,12",PLSTC,A	EA	1	\$0.89	\$0.08		*	

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723688	NOTES,3X3,POP-UP,DEEP,CLR,12PK	PK	12	\$22.39	\$8.68		*	
723824	NOTES,OD,4X6,LINED,PASTEL,PK8	PK	8	\$22.39	\$11.65		*	
725324	NOTE,SSTICKY,3X3,RCY,12PK,ASTD	PK	12	\$28.85	\$12.05			*
727351	CARTRIDGE,PRINT,SMRT,C8061X,HP	EA	1	\$186.29	\$104.76	**		*
727371	CARTRIDGE,PRINT,SMRT,C8061A,HP	EA	1	\$144.60	\$94.36	**		*
727381	CARTRIDGE,PRINT,C7115A,HP	EA	1	\$89.10	\$51.22	**		*
727835	PENCIL,ENVIROSTIK,#2,DZ	DZ	12	\$4.87	\$2.21			
728919	PEN,BALLPOINT,STICK,DOZEN,BLK	DZ	12	\$2.99	\$0.93		*	
728982	PEN,STIC,ROUND,MED,DOZEN,BLUE	DZ	12	\$2.99	\$0.93		*	
729036	PEN,BALLPOINT,STICK,DOZEN,RED	DZ	12	\$2.99	\$0.93		*	
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	1	\$7.17	\$1.30			
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	1	\$8.83	\$1.48			
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	1	\$10.66	\$1.92			
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	1	\$14.84	\$3.04			
738233	POST-IT,100% RECYCLED,3X3,12PK	PK	12	\$24.36	\$11.55			*
743161	CARTRIDGE,PRNT,HP,LSRJ,C8543X	EA	1	\$400.76	\$262.81	**		*
744320	PEN,STICK,CRYST,MED,48PK,BLUE	PK	48	\$5.99	\$1.49		*	
750288	PEN,BP STCK,CRYST,MED,48PK,BLK	PK	48	\$5.99	\$1.59		*	
753601	FILM,MULTIPURPOSE,CG6000	BX	50	\$76.30	\$25.55			*
754871	MARKER,CHISEL,SHARPIE,BLACK	DZ	12	\$15.36	\$6.00			
765715	PLANNER,MTH,APPT,9X11,BLK	EA	1	\$18.49	\$7.42			*
766967	STAPLES,STANDARD,OD	BX	5000	\$2.78	\$0.25		*	
767265	DESKPAD,MTH,2CLR,22X17,BLK	EA	1	\$15.19	\$4.68			*
768305	FOLDER,CLASS,2DIV,LTR,GY	BX	10	\$50.30	\$10.84			*
768332	NOTES,4X6,SS,LINED,3PK,ASSTD	PK	3	\$15.53	\$9.13			*
771264	CERTIFICATE,12CT,SLV FLOURFISH	PK	12	\$6.99	\$2.76			*
774360	TONER,HP,Q6511A,BLK	EA	1	\$180.22	\$118.15	**		*
775081	TONER,REMAN,OD96A,LJ2100,2200	EA	1	\$125.89	\$57.63	**	*	*
776184	TONER,Q5949A,HP,BLK	EA	1	\$103.76	\$68.03	**		*
782211	CARTRIDGE,TONER,TN250,BROTHER	EA	1	\$37.99	\$22.39	**		
783760	CD-RW,SPNDL,ULTRA SPD,24X,25PK	PK	25	\$34.99	\$9.55			
784520	BINDER,RING,3IN,VU,WHITE	EA	1	\$18.11	\$5.24			*
784870	DRIVE,USB,SANDISK,4GB	EA	1	\$39.99	\$21.55			
785015	DRIVE,USB,8GB,CRUZER,SANDISK	EA	1	\$69.99	\$30.37			
795948	PAD,PERF,RECY,5X8,WHT,LGL,RLD	DZ	12	\$29.90	\$5.74			*
802856	CRG,HP93,TRICOLOR	EA	1	\$28.01	\$18.98	**		
804641	FOLDER,HANGING,LTR,25/BX,GREEN	BX	25	\$29.15	\$4.70			*
805978	CLASS RECORD BOOK UNDTD	EA	1	\$11.39	\$2.96			*
806166	TEACHERS PLAN BOOK,UNDTD	EA	1	\$11.39	\$3.18			*
808256	TONER,LJ 2100 SERIES,96A	EA	1	\$145.72	\$82.01	**		*
808329	BOX, STORAGE LEGAL 24"	EA	\$1.00	\$16.08	\$3.47			
808675	STAPLER,FULLSTRIP,ACCO 747,BLK	EA	1	\$27.66	\$6.30			
808955	SURGE,6-OUTLET,6' CORD	EA	1	\$14.99	\$5.54			
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	100	\$24.01	\$4.68		*	*
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	100	\$31.05	\$7.64		*	*
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	25	\$21.95	\$4.08		*	*
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	25	\$27.85	\$5.12		*	*
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	25	\$20.30	\$3.68		*	*
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	25	\$26.45	\$5.11		*	*
811158	PENCIL,LEAD,TICONDEROGA,SOFT	DZ	12	\$4.33	\$0.98			
811174	PENCIL,LEAD,TICONDEROGA,MEDIUM	DZ	12	\$4.33	\$1.29			
824748	SHARPENER,PENCIL,ELECTRIC	EA	1	\$28.62	\$11.77			
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	12	\$12.87	\$1.07		*	
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	12	\$25.41	\$2.75		*	
825232	PUNCH,1-HOLE,1/4",HANDHELD,CHM	EA	1	\$1.87	\$0.93		*	
825307	PUNCH,PAPER,2-HOLE,20SHEET CAP	EA	1	\$15.49	\$3.13		*	
825770	SURGE,12OUTLET,8'CRD,COAX/PHN	EA	1	\$39.99	\$23.40			
828585	CABLE,USB GOLD A/B, 6',ATIVA	EA	1	\$21.99	\$3.31		*	
839615	PKT LTR EXP-5-1/4 100% REC	BX	10	\$31.90	\$10.44			*
839935	STAPLER,PAPER PRO 1000,BLACK	EA	1	\$27.49	\$13.01			
840019	NOTES,POST-IT,POP-UP,18PK,ULTR	PK	18	\$40.38	\$23.88			

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843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	12	\$19.70	\$10.67		*	
843877	NOTES,POPOP,OD,12PK,BRIGHT	PK	12	\$22.39	\$8.68		*	
844803	ENVELOPE,INTEROFFICE,10X13,100	BX	100	\$49.33	\$10.57		*	
850753	CARTRIDGE,INK,HP,#14,TRI-COLOR	EA	1	\$40.23	\$24.30	**		*
850762	CARTRIDGE,INK,HP,#14,BLACK	EA	1	\$29.84	\$18.21	**		*
853459	CLIPBOARD BOX,W/STORAGE,GREY	EA	1	\$20.14	\$3.58		*	
855730	RUBBERBANDS,SZ19,1#	BG	1750	\$5.99	\$2.27		*	
855883	RUBBERBANDS,SZ33,1#	BG	850	\$5.99	\$2.29		*	
855946	RUBBERBANDS,SZ64,1#	BG	440	\$5.99	\$2.29		*	
857789	BATTERY,ENERGIZER,AA,12/PK	PK	12	\$19.24	\$8.03			
863173	PEN,GRIP,WB,MED,DZ,BLACK	DZ	12	\$4.39	\$1.09			
869881	CARTRIDGE,HP,LJ,C7115X,ULTRA	EA	1	\$111.31	\$63.30	**		*
874510	HIGHLIGHTER,PM,INTRO,DZ,ASTD	DZ	12	\$7.08	\$1.75			
875250	TAPE,3/4X1000",12RL	PK	12	\$45.69	\$20.91			
877395	MARKER,DRY ERASE,EF,DZ,BLACK	DZ	12	\$14.52	\$8.12			
877405	MARKER,DRY ERASE,EF,DZ,ASTD	DZ	12	\$14.52	\$4.58			
877514	HIGHLIGHTER,4009,YELLOW	DZ	12	\$9.60	\$1.95			
887315	DISPENSER,TAPE,SEALING	EA	1	\$14.74	\$6.19			
891115	TAPE,MINI DV,60 MIN,3PK	PK	3	\$19.99	\$12.09			
891336	CARTRIDGE,INKJET,HP22,TRICOLOR	EA	1	\$23.35	\$15.82	**		*
892501	SHARPENER,X-ACTO,TEACHER PRO	EA	1	\$66.62	\$36.64			
894770	PEN,GEL,PM,BOLD,1.0MM,DZ,BLK	DZ	12	\$16.92	\$8.21			
905739	CALCULATOR,GRAPHING,TI-83 PLUS	EA	1	\$140.00	\$94.88			
908194	STAPLER,DESK,STD,FULL,BLACK	EA	1	\$22.65	\$5.46			
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	1	\$13.70	\$1.77			
908574	STAPLER,ELECT,690E,BLACK	EA	1	\$246.71	\$62.29			
908848	PUNCH,3-HOLE,30 SHT,9/32	EA	1	\$31.00	\$6.61		*	
908996	SHARPENER,PENCIL,MODEL,KS	EA	1	\$29.97	\$7.88			
909044	SHARPENER,PENCIL,#41,3PRNG,BEI	EA	1	\$252.22	\$100.52			
909119	FLUID,CORRECTION,OD,MULTI,WHT	EA	1	\$1.89	\$0.20		*	
909713	RUBBERBAND,PCG,#117B,7",1#	BX	1	\$10.70	\$2.63			
910141	GLUE,ELMERS,4OZ,WHITE	EA	1	\$1.65	\$0.41			
910166	GLUE,ELMERS,8OZ,WHITE	EA	1	\$2.59	\$0.68			
910182	GLUE,ELMERS,GALLON,WHITE	EA	1	\$18.99	\$7.92			
910208	GLUE STICK,.26OZ	EA	1	\$1.04	\$0.29			
910216	GLUE STICK,PERMANENT,1.27OZ	EA	1	\$2.68	\$0.80			
910372	DISPENSER,HAND,TAPE,3/4",SMOKE	EA	1	\$1.35	\$0.55			
910398	TAPE,TRANSPARENT,1/2"X36YD	RL	1	\$1.29	\$0.34			
910406	TAPE,TRANSPARENT,3/4"X36YD	RL	1	\$1.86	\$0.57			
910430	TAPE,INVISIBLE,3/4"X36YD	RL	1	\$2.34	\$0.59			
910638	TAPE,BOOK,TRANS,2"X15YD	RL	1	\$9.38	\$3.57			
914023	BINDER,D-RING,5"PRNT WONT STIK	EA	1	\$47.67	\$14.38		*	*
916403	LABEL,LSR,ADDR,WHT,7500CT	BX	7500	\$100.16	\$43.23			
916460	LABEL,LSR,ADDR,WHT,750CT	PK	750	\$13.37	\$5.60			
917272	POCKET,FILE,LTR,3.5"CAP	BX	25	\$58.00	\$11.77			*
922981	HOLDER,DOCUMENT,IN-LINE,3M	EA	1	\$124.98	\$52.47			
928333	PEN SET,VIS-A-VIS,FINE,8-COLOR	PK	8	\$12.42	\$5.03			
931394	BINDER,RING,RND,1/2"CAP,WE GLS	EA	1	\$8.91	\$2.65			*
931550	BINDER,D-RG,PRESENT,5"C,WHT	EA	1	\$55.94	\$13.72			
931568	BINDER,PRS,DRG,11X8.5,1"C,WHT	EA	1	\$11.48	\$4.19			
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	1	\$13.98	\$5.32			
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT	EA	1	\$16.40	\$5.89			
931592	BINDER,PRS,DRG,11X8.5,3"C,WHT	EA	1	\$22.54	\$7.87			
933937	PROTECTOR,SHT,TOP&SIDE LD,50BX	BX	50	\$17.62	\$5.93			
934703	PORTFOLIO,TWIN POCKET,BLUE	BX	25	\$22.09	\$5.80			*
934711	PORTFOLIO,TWIN POCKET,RED	BX	25	\$22.09	\$5.80			*
934760	COVER,REPORT,LTR,1/2",DKBLU	EA	1	\$2.11	\$0.44			*
936136	DVD+R,SPINDLE,MEMOREX,50/PK	PK	50	\$29.99	\$8.63			
936534	FASTENER,SELF-ADHESIVE,2"C-C	BX	100	\$18.48	\$2.08			
937870	FOLDER,CLASS,LTR,ST-CUT,2-DIV.	EA	1	\$6.27	\$1.52			*
940320	FILE,STRGE,ECOLOGIC,12X10X15	EA	1	\$6.17	\$1.46			*

Price firm through 2/28/11 except Paper/Toner/Ink subject

to change with notice to TCPN

Office Supply and Paper Core

EXHIBIT A								
SKU	Description	UOM	QPU	List Price	TCPN Price	NOTE:	Private Brand	Green
942417	ENVELOPE,#10,28LB,KRAFT,500/BX	BX	500	\$66.78	\$13.39			
942615	ENVELOPE,CLSP,9X12",HVVDTY,KRF	BX	100	\$26.67	\$6.17			
942664	ENVELOPE,CLSP,10X15",HVVDTY	BX	100	\$37.91	\$8.25			
942680	ENVELOPE,CLASP,12.5X15.5,100BX	BX	100	\$44.21	\$9.64			
943005	SCISSORS,FSK,STR,BR-CNR,8",PNK	EA	1	\$9.99	\$2.93			
943175	BOOK,RECORD,12.75X8.5,CVS,GRN	EA	1	\$66.59	\$23.84			
944116	REINFORCEMENT,P/S,ECN,CLR,1000	PK	1000	\$6.93	\$3.48			
944272	LABEL,LSR,FILE,1500/PK,WHT	PK	1500	\$45.00	\$20.19			
945287	BADGE,NAME,LASER,BLUE	BX	400	\$61.44	\$20.26			
945722	PAD,STENO,GREGG RLD,6X9,80'S	DZ	12	\$50.76	\$7.07			
946034	NOTES,SUPER STICKY,24PK,CANARY	PK	24	\$40.80	\$23.20			
947432	GLUE SCHOOL,ELMERS,4OZ	EA	1	\$1.65	\$0.41			
947671	SEALS,2" DIA,GOLD,44/PK	PK	44	\$4.30	\$1.76			
951910	PAD,PERF,RECY,8.5X11,WHT,LGL	DZ	12	\$45.73	\$6.39			*
956327	KIT,MARKER,DRY-ERASE,EXPO 2	EA	1	\$11.58	\$5.14			
956953	POCKET,SHELF,LTR,3.5C,4"TAB,RR	EA	1	\$3.32	\$1.07			*
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	1	\$3.76	\$1.93			*
958033	TAPE,BOOK MENDING 1.5X15	RL	1	\$7.05	\$3.13			
958540	SCISSORS,SW,BLNT,SML,5",2PK	PK	2	\$3.99	\$0.24			
965144	NOTES,CANARY YELLOW,3X3,14+4	PK	18	\$26.30	\$14.58			
969980	NOTE,POST-IT,3X5,RECYCLED	DZ	12	\$31.80	\$13.96			*
970443	CERTIFICATE,SERPENTINE,FOIL,12	PK	12	\$6.99	\$2.62		*	*
975384	CARTRIDGE,LASER,HP Q5942X	EA	1	\$328.00	\$211.90	**		*
975392	CARTRIDGE,HP,LASERJET,Q6511X	EA	1	\$302.62	\$196.80	**		*
980813	PUNCH,ELECTRIC,3 HOLE,PLATINUM	EA	1	\$155.45	\$65.07			
985235	BINDER,VIEW,WJ,LT,RR,2",WHITE	EA	1	\$15.24	\$2.86			*
987156	3M POST IT EASEL PAD	CT	2	\$82.96	\$35.53	**		
990135	INDEX,MAKER,LASER PRNTR,5TAB25	BX	25	\$135.53	\$55.06			*
990267	INDEX,MAKER,LASER PRTR,8TAB25	BX	25	\$155.30	\$63.10			*
992232	CARTRIDGE,LASERJET,HP Q5949X	EA	1	\$190.45	\$124.82	**		*
992280	CARTRIDGE,HP,LJ,4250/4350	EA	1	\$216.76	\$142.11	**		*
992685	POCKET,FILE,LTR,5 1/4" CAP	EA	1	\$2.70	\$0.53			*
992701	POCKET,FILE,LTR,3 1/2" CAP	EA	1	\$2.32	\$0.36			*
997550	TONER,MFC8300,TN460,HI YIELD	EA	1	\$95.49	\$56.52	**		
998013	RULER,BEVELED,WOOD,12",WESTCOT	EA	1	\$1.45	\$0.16			
PAPER PRODUCTS								
251668	PAPER,HP,MULTIPURPOSE,LTR	CA	10	\$107.18	\$40.88	**		
255888	PAPER,LASER PRINT,3 HP,WHITE	RM	500	\$17.44	\$5.71	**		
275474	PAPER,COPY,XEROX,8.5X11,10/CT	CT	10	\$174.84	\$36.76	**		
317410	PAPER,HPMULTI,LEDGER,20#,WHITE	RM	500	\$21.98	\$8.71	**		
333465	PAPER,HP OFFICE,LETTER,20#,WHT	CA	10	\$161.63	\$41.34	**		
343454	PAPER,COLOR,COPY,8.5X11,28#	RM	500	\$17.63	\$8.20	**		
345629	PAPER,COPY,4024DP,11X17,WE	RM	500	\$27.32	\$8.52	**		
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	500	\$19.30	\$4.77	**		*
345645	PAPER,COPY,8.5X11,5M/CT,GRN	RM	500	\$19.30	\$4.77	**		*
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	500	\$19.30	\$4.77	**		*
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	500	\$19.30	\$4.77	**		*
345678	PAPER,COPY,8.5X11,BUF,5M/CT	RM	500	\$19.30	\$5.49	**		*
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	500	\$19.30	\$4.77	**		*
345694	PAPER,COPY,8.5X11,IVY,5M/CT	RM	500	\$19.30	\$5.49	**		*
345702	PAPER,COPY,8.5X11,GRY,5M/CT	RM	500	\$19.30	\$5.49	**		*
347005	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	10	\$135.46	\$39.24	**		
348037	PAPER,COPY,8.5X11,104 BRT,BOND	CA	10	\$164.39	\$35.46	**	*	
348045	PAPER,COPY,14",104BR	CA	10	\$217.40	\$48.05	**	*	
348938	PAPER,COPY,4200DP,PUNCH,8.5X11	RM	500	\$17.45	\$3.91	**		
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	500	\$12.79	\$4.68	**		
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	500	\$14.33	\$5.45	**		
478156	PAPER,COPY,500-CT,8.5X11,LILAC	RM	500	\$19.30	\$5.49	**		*
495200	PAPER,COPY,8.5X11,3HP,104BR	CA	10	\$197.48	\$39.82	**	*	
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	10	\$204.13	\$39.15	**	*	
536648	PAPER,COPY,OD,11X17,5CA,104BRT	CA	5	\$164.57	\$39.82	**	*	

Price firm through 2/28/11 except Paper/Toner/Ink subject
to change with notice to TCPPN

Office Supply and Paper Core

EXHIBIT A									
SKU	Description	UOM	QPU	List Price	TCPN Price	NOTE:	Private Brand	Green	
609679	PAPER,LSR,X BRIGHT,8X11,500/RM	RM	500	\$13.24	\$6.05	**			
636024	SCHOOL COPY PPR,8.5X11,104",WH	CA	10	\$149.97	\$35.43	**	*		
680017	PAPER,LTR,20#,RECY,MULTI	CA	10	\$194.47	\$39.23	**		*	
751381	PAPER,IJ,OD,24LB,113 BRIGHT	RM	500	\$14.46	\$4.93	**	*	*	
751441	PAPER,LASER,OD,24LB,113 BRIGHT	RM	500	\$14.46	\$4.93	**	*	*	
805218	PAPER,HP,LASEJET,LTR,24#	RM	500	\$15.22	\$5.48	**			
813220	PAPER,GREENBAR,14 7/8X11,18#	CA	1	\$88.26	\$36.53	**	*		
860581	PAPER,CPY,LTR,20#,TAN	RM	500	\$19.30	\$5.42	**		*	
919519	PAPER,CPY,LTR,20#,CHERRY	RM	500	\$19.30	\$5.42	**		*	
940593	PAPER,MULTIPURP,11",20#,108 BR	CA	10	\$185.86	\$37.92	**	*		
940643	PAPER,COPY,11X17,20#,5/CA,WHT	CA	5	\$190.59	\$41.00	**	*		
940650	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	10	\$175.35	\$36.09	**	*	*	
963975	PAPER,COMPUTER,9.5X11,18LB	CA	1	\$66.36	\$25.11	**	*		
NOTE: Items marked with a astericks () shall be subject to change with 30 day written notice to									

EXHIBIT C
CUSTOM CORE LIST PRICING

See attached.

EXHIBIT B
CUSTOM CORE LIST PRICING

See attached.

EXHIBIT C

SKU	Description	UOM	QPU	Price Update Code	List Price	TCPN Price
162911	IMPRESSION,BWSLFSRV,SGLSDLEG	EA	1	FIXED	\$0.08	\$0.02
162961	SSCOPY 8.5X14 WHDBL	EA	1	FIXED	\$0.15	\$0.02
163061	IMPRESSION,BWSLFSRV,SGLSDLET	EA	1	FIXED	\$0.08	\$0.02
163081	SSCOPY 8.5X11 WH DBL	EA	1	FIXED	\$0.15	\$0.02
163391	IMPRESSION,BWSLFSRV,SGLSDLED	EA	1	FIXED	\$0.16	\$0.04
163411	SSCOPY 11X17 WH DBL	EA	1	FIXED	\$0.30	\$0.04
165828	LAMINATION,LETTER,5MIL	EA	1	*R25	\$1.49	\$1.12
165849	FOLDING LETTER - Z FOLD	EA	1	FIXED	\$0.05	\$0.04
165863	FOLDING LETTER - LETTER	EA	1	FIXED	\$0.05	\$0.04
165870	FOLDING LETTER - HALF	EA	1	FIXED	\$0.02	\$0.02
165877	FOLDING LEGAL - Z FOLD	EA	1	FIXED	\$0.07	\$0.06
165884	FOLDING LEGAL - LETTER	EA	1	FIXED	\$0.07	\$0.06
165905	FOLDING LEGAL - HALF	EA	1	FIXED	\$0.02	\$0.02
165919	FOLDING LEGAL - PARALLEL	EA	1	FIXED	\$0.07	\$0.06
165940	LAMINATION,LEGAL,5MIL	EA	1	*R25	\$1.99	\$1.49
165954	PLAIN FROSTED COVERS	EA	1	*R25	\$0.62	\$0.47
165975	DECO CUBE FROSTED COVERS	EA	1	*R25	\$0.75	\$0.74
165982	GLOBE DESIGN FROSTED COVERS	EA	1	*R25	\$0.75	\$0.74
165989	CLEAR FRONT	EA	1	*R25	\$0.50	\$0.44
165996	CLEAR BACK	EA	1	*R25	\$0.50	\$0.44
166003	SOLID BACK BLACK	EA	1	*R25	\$0.50	\$0.44
166052	SOLID BACK GREEN	EA	1	*R25	\$0.50	\$0.44
166059	SOLID BACK GRAY	EA	1	*R25	\$0.50	\$0.44
166073	LAMINATION,LEDGER,5MIL	EA	1	*R25	\$2.99	\$2.24
166094	SOLID BACK MAROON	EA	1	*R25	\$0.50	\$0.44
166115	SOLID BACK NAVY	EA	1	*R25	\$0.50	\$0.44
166129	SOLID BACK WHITE	EA	1	*R25	\$0.50	\$0.44
166143	LINEN COVER BLACK	EA	1	*R25	\$0.37	\$0.59
166164	LINEN COVER GREY	EA	1	*R25	\$0.37	\$0.59
166178	LINEN COVER WHITE	EA	1	*R25	\$0.37	\$0.59
166185	REGENCY COVER BLACK	EA	1	*R25	\$0.62	\$0.52
166206	REGENCY COVER MAROON	EA	1	*R25	\$0.62	\$0.52
166220	REGENCY COVER NAVY	EA	1	*R25	\$0.62	\$0.52
166227	REGENCY COVER WHITE	EA	1	*R25	\$0.62	\$0.52
166255	TAPE BINDING BLACK 1-100 PAGES	EA	1	FIXED	\$1.89	\$0.79
166269	LAMINATION BUSINESS CARDS	EA	1	*R25	\$1.25	\$0.94
166283	TAPE BINDING GRAY 1-100 PAGES	EA	1	FIXED	\$1.89	\$0.79
166290	TAPE BINDING BROWN 1-100 PAGES	EA	1	FIXED	\$1.69	\$0.79
166318	TAPE BINDING BLACK 101+ PAGES	EA	1	FIXED	\$1.99	\$0.89
166325	TAPE BINDING GRAY 101+ PAGES	EA	1	FIXED	\$1.99	\$0.89
166346	TAPE BINDING BROWN 101+ PAGES	EA	1	FIXED	\$1.99	\$0.89
166367	COMB BINDING 1-100 PAGES BLACK	EA	1	FIXED	\$1.89	\$0.99
166388	COMB BINDING 1-100 PAGES WHITE	EA	1	FIXED	\$1.89	\$0.99
166395	COMB BINDING 1-100 PAGES BLUE	EA	1	FIXED	\$1.89	\$0.99
166409	COMB BINDING 1-100 PAGES OTHER	EA	1	FIXED	\$1.89	\$0.99
166423	COMB BINDING 101 + BLACK	EA	1	FIXED	\$1.99	\$1.09
166437	LAMINATION LUGGAGE TAGS	EA	1	*R25	\$1.25	\$1.87
166444	COMB BINDING 101 + BLUE	EA	1	FIXED	\$1.99	\$1.09
166479	COMB BINDING 101 + WHITE	EA	1	FIXED	\$1.99	\$1.09

166486	COMB BINDING 101 + OTHER	EA	1	FIXED	\$1.99	\$1.09
166493	COIL BINDING 1-100 BLACK	EA	1	FIXED	\$2.79	\$1.09
166514	COIL BINDING 1-100 WHITE	EA	1	FIXED	\$2.79	\$1.09
166535	COIL BINDING 1-100 BLUE	EA	1	FIXED	\$2.79	\$1.09
166542	COIL BINDING 1-100 CLEAR	EA	1	FIXED	\$2.79	\$1.09
166549	COIL BINDING 1-100 OTHER	EA	1	FIXED	\$2.79	\$1.09
166556	COIL BINDING 101 + BLACK	EA	1	FIXED	\$3.19	\$1.19
166563	COIL BINDING 101 + WHITE	EA	1	FIXED	\$3.19	\$1.19
166570	LAMINATION ALLIGATOR BADGE CLI	EA	1	*R25	\$0.49	\$0.37
166577	COIL BINDING 101+ BLUE	EA	1	FIXED	\$3.19	\$1.19
166598	COIL BINDING 101 + CLEAR	EA	1	FIXED	\$3.19	\$1.19
166605	COIL BINDING 101 + OTHER	EA	1	FIXED	\$3.19	\$1.19
166612	DRILLING 1 HOLE	EA	1	*R25	\$2.75	\$2.06
166619	DRILLING 2 HOLE	EA	1	*R25	\$3.75	\$2.81
166633	DRILLING1-3HOLE	EA	1	*R25	\$4.75	\$3.56
166682	LAMINATION ID BADGES	EA	1	*R25	\$1.49	\$1.12
166689	TEMPORARY BUS CARDS SET UP FEE	EA	1	*R25	\$5.00	\$3.75
166766	PADDING	EA	1	*R25	\$0.40	\$0.38
166773	CUTTING	EA	1	*R25	\$0.75	\$0.56
166829	BURN/SCAN,CD,OD/CUSTSUPPLY	EA	1	*R25	\$2.99	\$2.24
166857	SHRINK WRAPPING	EA	1	FIXED	\$0.75	\$0.56
166878	FILE MANIPULATION EA MIN EDITI	EA	1	*R25	\$1.00	\$0.75
166885	EDITINGFILE,QUICK	EA	1	*R25	\$0.25	\$0.19
166899	CREATIVE CUSTOMIZATION - HAND	EA	1	*R25	\$0.05	\$0.04
166913	SERVICE,HANDPLACE,ORIGINAL	EA	1	*R25	\$0.25	\$0.19
166927	STAPLING BY HAND	EA	1	FIXED	\$0.10	\$0.05
166955	BW DS LETTER	EA	1	FIXED	\$0.09	\$0.02
166962	COLOR SS LETTER	EA	1	FIXED	\$0.49	\$0.24
166990	COLOR SS LEGAL	EA	1	FIXED	\$0.49	\$0.24
166997	COLOR SS LEDGER	EA	1	FIXED	\$0.98	\$0.48
167004	CALENDAR,BASIC,12MTH	EA	1	*R25	\$19.99	\$7.49
167018	CALENDAR,YRVIEW,LAM,LEDGER	EA	1	*R25	\$2.99	\$2.99
167025	CALENDAR,YRVIEW,LAM,LETTER	EA	1	*R25	\$1.99	\$1.49
167039	BW DS LEGAL	EA	1	FIXED	\$0.09	\$0.02
167053	BW DS LEDGER	EA	1	FIXED	\$0.19	\$0.04
167060	BW SS LETTER	EA	1	FIXED	\$0.10	\$0.02
167067	BW SS LEGAL	EA	1	FIXED	\$0.10	\$0.02
167074	BW SS LEDGER	EA	1	FIXED	\$0.20	\$0.04
167102	COLOR DS LETTER	EA	1	FIXED	\$0.48	\$0.24
167109	COLOR DS LEGAL	EA	1	FIXED	\$0.48	\$0.24
167116	COLOR DS LEDGER	EA	1	FIXED	\$0.96	\$0.48
167137	67LB VELLUM LETTER - WHITE	EA	1	FIXED	\$0.05	\$0.04
167165	100% COTTON LETTER - WHITE	EA	1	FIXED	\$0.05	\$0.04
167172	FOLDER,HIGHGL,Presentation	EA	1	*R25	\$1.17	\$1.12
167179	PAPER,CRISPCUT,BUS CARDS	EA	1	*R25	\$0.95	\$0.75
167186	TEMPORARY BUS CARDS 10 UP	EA	1	*R25	\$1.00	\$0.97
167193	110LB INDEX - BLUE	EA	1	FIXED	\$0.05	\$0.04
167207	110LB INDEX - CANARY	EA	1	FIXED	\$0.05	\$0.04
167214	110LB INDEX - GREEN	EA	1	FIXED	\$0.05	\$0.04
167228	110LB INDEX - WHITE	EA	1	FIXED	\$0.05	\$0.04
167235	110LB INDEX - IVORY	EA	1	FIXED	\$0.05	\$0.04

167249	2 PART NCR - LETTER - WHITE/CA	EA	1	FIXED	\$0.26	\$0.10
167263	2 PART NCR - LEGAL - WHITE/CAN	EA	1	FIXED	\$0.26	\$0.14
167298	3 PART NCR - LETTER - W/C/P	EA	1	FIXED	\$0.39	\$0.19
167305	67LB VELLUM LETTER - BLUE	EA	1	FIXED	\$0.05	\$0.04
167319	3 PART NCR - LEGAL - W/C/P	EA	1	FIXED	\$0.39	\$0.20
167326	4 PART NCR - LETTER - W/C/P/G	EA	1	FIXED	\$0.52	\$0.27
167333	4 PART NCR - LEGAL - W/C/P/G	EA	1	FIXED	\$0.52	\$0.29
167375	20LB PASTEL LETTER - BLUE	EA	1	FIXED	\$0.02	\$0.01
167382	20LB PASTEL LETTER - BUFF	EA	1	FIXED	\$0.02	\$0.01
167396	20LB PASTEL LETTER - GOLDENROD	EA	1	FIXED	\$0.02	\$0.01
167417	20LB PASTEL LETTER - GRAY	EA	1	FIXED	\$0.02	\$0.01
167438	20LB PASTEL LETTER - GREEN	EA	1	FIXED	\$0.02	\$0.01
167459	20LB PASTEL LETTER - IVORY	EA	1	FIXED	\$0.02	\$0.01
167487	67LB VELLUM LETTER - CANARY	EA	1	FIXED	\$0.05	\$0.04
167515	20LB PASTEL LETTER - LILAC	EA	1	FIXED	\$0.02	\$0.01
167529	20LB PASTEL LETTER - PINK	EA	1	FIXED	\$0.02	\$0.01
167543	20LB PASTEL LETTER - SALMON	EA	1	FIXED	\$0.02	\$0.01
167564	20LB PASTEL LETTER - YELLOW	EA	1	FIXED	\$0.02	\$0.01
167578	24LB BRIGHT LETTER - COSMIC OR	EA	1	FIXED	\$0.02	\$0.01
167606	24LB BRIGHT LETTER - FIREBALL	EA	1	FIXED	\$0.02	\$0.01
167613	24LB BRIGHT LETTER - GAMMA GRE	EA	1	FIXED	\$0.02	\$0.01
167620	24LB BRIGHT LETTER - LIFT-OFF	EA	1	FIXED	\$0.02	\$0.01
167655	24LB BRIGHT LETTER - LUNAR BLU	EA	1	FIXED	\$0.02	\$0.01
167669	67LB VELLUM LETTER - GREEN	EA	1	FIXED	\$0.05	\$0.04
167683	24LB BRIGHT LETTER - PLUTO PUR	EA	1	FIXED	\$0.02	\$0.01
167690	24LB BRIGHT LETTER - PULSAR PI	EA	1	FIXED	\$0.02	\$0.01
167697	24LB BRIGHT LETTER - RE-ENTRY	EA	1	FIXED	\$0.02	\$0.01
167746	24LB BRIGHT LETTER - ROCKET RE	EA	1	FIXED	\$0.02	\$0.01
167753	24LB BRIGHT LETTER - SOLAR YEL	EA	1	FIXED	\$0.02	\$0.01
167774	24LB BRIGHT LETTER - TERRA GRE	EA	1	FIXED	\$0.02	\$0.01
167802	24LB BRIGHT LETTER - VENUS VIO	EA	1	FIXED	\$0.02	\$0.01
167837	25% COTTON LETTER - WHITE	EA	1	FIXED	\$0.05	\$0.04
167844	67LB VELLUM LETTER - IVORY	EA	1	FIXED	\$0.05	\$0.04
167865	65LB BRIGHT LETTER - COSMIC OR	EA	1	FIXED	\$0.05	\$0.04
167879	65LB BRIGHT LETTER - GAMMA GRE	EA	1	FIXED	\$0.05	\$0.04
167886	65LB BRIGHT LETTER - RE-ENTRY	EA	1	FIXED	\$0.05	\$0.04
167907	65LB BRIGHT LETTER - LUNAR BLU	EA	1	FIXED	\$0.05	\$0.04
167935	65LB BRIGHT LETTER - SOLAR YEL	EA	1	FIXED	\$0.05	\$0.04
167942	PAPER,DIGCLR,ELITEGL,80LB,CVR	EA	1	*R25	\$0.17	\$0.15
167949	80LB GLOSS COVER LEDGER	EA	1	*R25	\$0.20	\$0.30
167998	80LB GLOSS TEXT LEDGER	EA	1	*R25	\$0.10	\$0.08
168012	67LB VELLUM LETTER - GREY	EA	1	FIXED	\$0.05	\$0.04
168026	100LB GLOSS COVER LEDGER	EA	1	*R25	\$0.20	\$0.34
168033	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168068	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168075	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168082	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168089	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168110	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168117	90LB BRIGHT CARDSTOCK LETTER -	EA	1	*R25	\$0.05	\$0.04
168145	LINEN - LETTER - IVORY	EA	1	FIXED	\$0.05	\$0.04

168159	67LB VELLUM LETTER - GOLDENROD	EA	1	FIXED	\$0.05	\$0.04
168173	TRANSPARENCIES B&W - CLEAR	EA	1	FIXED	\$0.50	\$0.32
168180	TRANSPARENCIES COLOR - CLEAR	EA	1	FIXED	\$1.39	\$0.68
168215	TABS, WHITE	EA	1	*R25	\$0.75	\$0.59
168222	TAB SETS BANK OF 5 - IVORY	EA	1	*R25	\$0.75	\$0.56
168236	TAB SETS BANK OF 5 - BLUE	EA	1	*R25	\$0.75	\$0.59
168243	TAB SETS BANK OF 5 - GRAY	EA	1	*R25	\$0.75	\$0.59
168257	TAB SETS BANK OF 5 - WHITE - 3	EA	1	*R25	\$0.75	\$0.59
168285	TAB SETS BANK OF 5 - IVORY - 3	EA	1	*R25	\$0.75	\$0.56
168299	TAB SETS BANK OF 5 - BLUE - 3	EA	1	*R25	\$0.75	\$0.59
168306	TAB SETS BANK OF 5 - GRAY - 3	EA	1	*R25	\$0.75	\$0.59
168313	67LB VELLUM LETTER - OTHER	EA	1	FIXED	\$0.05	\$0.04
168334	PAPER,BRIGHTWHITE,65LB	EA	1	FIXED	\$0.02	\$0.01
168348	PAPER,PREMIUMUPGRADE	EA	1	FIXED	\$0.02	\$0.02
168362	CERTIFICATE/AWARD PAPER LETTER	EA	1	FIXED	\$0.50	\$0.38
168383	CERTIFICATE/AWARD PAPER LETTER	EA	1	FIXED	\$0.50	\$0.38
168425	LARGEFORMAT,VELLUM,BW,PSQFT	EA	1	*R25	\$2.00	\$1.12
168439	LARGEFORMAT,MYLAR,BW,PSQFT	EA	1	*R25	\$3.75	\$2.81
168446	100% COTTON LETTER - IVORY	EA	1	FIXED	\$0.05	\$0.04
168467	LARGEFORMAT,BOND,BW,PSQFT	EA	1	*R25	\$0.45	\$0.37
168495	ENGINEERING PAPER BOND - 24 X	EA	1	*R25	\$2.49	\$1.87
168502	ENGINEERING PAPER BOND-18X24	EA	1	*R25	\$1.49	\$1.12
168516	ENGINEERING PAPER,BOND - 36 X	EA	1	*R25	\$3.49	\$2.62
168523	ENGINEERING PAPER VELLUM - 18	EA	1	*R25	\$2.49	\$1.87
168530	ENGINEERING PAPER VELLUM - 24	EA	1	*R25	\$4.49	\$3.37
168537	ENGINEERING PAPER VELLUM - 36	EA	1	*R25	\$6.49	\$4.87
168572	100LB GLOSS COVER LETTER - WHI	EA	1	*R25	\$0.10	\$0.19
168593	PAPER,GREETING CARD,UPGRD	EA	1	*R25	\$0.34	\$0.30
168614	ENVELOPES,GREETING CARD	EA	1	*R25	\$0.09	\$0.08
168628	COLOR PAPER TRIFOLD BROCHURE P	EA	1	*R25	\$0.43	\$0.29
171274	CUSTOM DRILLING	EA	1	*R25	\$5.00	\$3.75
208829	TYPESETTING,SIMPLE	EA	1	*R25	\$15.00	\$11.25
208899	TYPESETTING,TEXT,1/2PAGE	EA	1	*R25	\$30.00	\$22.50
208955	TYPESETTING,TEXT,LETTER	EA	1	*R25	\$60.00	\$45.00
208997	PAPER,LEDGER,20LB,PINK PASTEL	EA	1	FIXED	\$0.04	\$0.01
209039	PAPER,LEDGER,20LB,LTBLU PASTEL	EA	1	FIXED	\$0.04	\$0.01
209053	PAPER,LEDGER,20LB,IVORY PASTEL	EA	1	FIXED	\$0.04	\$0.01
209067	PAPER,LEDGER,20LB,YEL PASTEL	EA	1	FIXED	\$0.04	\$0.01
209123	PAPER,LEDGER,20LB,GOLDENROD	EA	1	FIXED	\$0.04	\$0.01
209235	PAPER,LEDGER,20LB,GREEN PASTEL	EA	1	FIXED	\$0.04	\$0.01
224111	IMPRESSION,CLRSLSFRV,SGLSDLET	EA	1	FIXED	\$0.49	\$0.24
224131	IMPRESSION,CLRSLSFRV,SGLSDLEG	EA	1	FIXED	\$0.49	\$0.24
224151	IMPRESSION,CLRSLSFRV,SGLSDLED	EA	1	FIXED	\$0.98	\$0.48
225145	PAPER,CRDSTK,67LB,LET,PNK	EA	1	*R25	\$0.06	\$0.05
295398	LF,CANVASMATTE,CLR,PSQFT	EA	1	FIXED	\$9.99	\$7.49
295734	12 MTH BW PHOTO TEAR OFF	EA	1	*R25	\$1.99	\$1.49
295783	12 MTH FULL COLOR TEAR OFF	EA	1	*R25	\$7.99	\$5.99
355085	STAPLE,CENTER,3	EA	1	*R25	\$0.06	\$0.05
355090	CALENDAR,YEARVIEW,18X24	EA	1	*R25	\$19.99	\$14.99
405158	PAPER,WINDWCLING,LETTER,CLEAR	EA	1	*R25	\$2.39	\$1.49
405249	PAPER,WINDCLING,LETTER,OPAQUE	EA	1	*R25	\$2.64	\$1.87

405270	LABELS,GLOSSY,4UP	EA	1	*R25	\$0.74	\$0.56
405277	LABELSCD,GLOSSY,LETTER	EA	1	*R25	\$2.29	\$1.12
405319	PAPER,LTR,ELITEGLOSS,80LBCOV	EA	1	*R25	\$0.04	\$0.04
405347	PAPER,DIGCOLOR,SUPRGL,8PT	EA	1	*R25	\$0.14	\$0.11
405389	PAPER,PEARL,TEXT,SLV	EA	1	*R25	\$0.34	\$0.26
405403	ENVELOPE,PEARLIZED	EA	1	*R25	\$0.74	\$0.56
405417	INVITATION,TEXT,PEARLIZED	EA	1	*R25	\$0.34	\$0.26
405445	ENVELOPE,PEARLIZED,STD,IVORY	EA	1	*R25	\$0.74	\$0.56
426519	CARD, PHOTO, 2UP, EASTER	EA	1	FIXED	\$0.99	\$0.74
426537	CARD,PHOTO,2UP,BRTHANNC	EA	1	FIXED	\$0.99	\$0.74
426546	CARD,PHOTO,2UP,HOLIDAY	EA	1	FIXED	\$0.99	\$0.74
426573	CARD, PHOTOGRT, ANNIVALEN	EA	1	FIXED	\$1.49	\$1.12
426582	CARD,PHOTOGRT,SHWR	EA	1	FIXED	\$1.49	\$1.12
426609	CARD,PHOTOGRT,HOLIDAY	EA	1	FIXED	\$1.49	\$1.12
426618	CARD, PHOTOGRT, MTHRFTHR	EA	1	FIXED	\$1.49	\$1.12
426636	CARD, PHOTOGRT, BRTHDY	EA	1	FIXED	\$1.49	\$1.12
426654	CARD, PHOTOGRT, GRADINVITE	EA	1	FIXED	\$1.49	\$1.12
426663	CARD, PHOTOGRT, BAPTISM	EA	1	FIXED	\$1.49	\$1.12
456687	FAXSENDEAADLPAGE	EA	1	*R25	\$1.00	\$0.75
464715	COPIES,LEDGER,FULLCOLOR	EA	1	*R25	\$1.87	\$0.75
464730	COPIES,LETTER,FULLCOLOR	EA	1	*R25	\$1.85	\$0.74
464745	CALENDAR,PREMIUM,12MTH	EA	1	*R25	\$24.99	\$11.24
466155	NCR,COLOR,2PRT,LETTER	EA	1	*R25	\$1.99	\$0.75
466195	NCR,COLOR,2PRT,LEGAL	EA	1	*R25	\$1.99	\$0.75
466220	NCR,COLOR,3PRT,LETTER	EA	1	*R25	\$2.89	\$1.05
466225	NCR,COLOR,3PRT,LEGAL	EA	1	*R25	\$2.89	\$1.05
466230	NCR,COLOR,4PRT,LETTER	EA	1	*R25	\$3.89	\$1.35
466265	NCR,COLOR,4PRT,LEGAL	EA	1	*R25	\$3.89	\$1.35
466285	PAPER,SLIPSHEETS,LETTER	EA	1	*R25	\$0.02	\$0.02
476210	REDUCE,BW,41/4X51/2,4UP	EA	1	*R25	\$2.50	\$0.08
476225	REDUCE,BW,4X6,2UP	EA	1	*R25	\$2.25	\$0.08
476230	REDUCE,BW,3X5,4UP	EA	1	*R25	\$2.75	\$0.08
476235	REDUCE,CLR,51/2X81/2,2UP	EA	1	*R25	\$2.50	\$0.07
476255	REDUCE,CLR,41/4X51/2,4UP	EA	1	*R25	\$2.75	\$0.08
476260	REDUCE,CLR,4X6,2UP	EA	1	*R25	\$2.50	\$0.08
476265	REDUCE,CLR,3X5,4UP	EA	1	*R25	\$3.00	\$0.08
488097	MAGNET, PHTO, CLR, 2UP	EA	1	FIXED	\$1.99	\$1.49
488124	MAGNET, PHTO, CLR, 3UP	EA	1	FIXED	\$1.99	\$1.49
488133	UNFRAMED, SPORTS, TXT, PRNT	EA	1	FIXED	\$29.99	\$22.49
488142	FRAMED, SPORTS, TXT, CSTM	EA	1	FIXED	\$39.99	\$29.99
488187	UNFRAMED, SPORTS, PHTO, PRNT	EA	1	FIXED	\$39.99	\$29.99
488196	FRAMED, SPORTS, PHTO, CSTM	EA	1	FIXED	\$59.99	\$44.99
497358	SHRINKWRAP, 25	EA	1	FIXED	\$0.75	\$0.56
497367	SHRINKWRAP, 50	EA	1	FIXED	\$0.75	\$0.56
497394	SHRINKWRAP, 100	EA	1	FIXED	\$0.75	\$0.56
497457	SHRINKWRAP, 250	EA	1	FIXED	\$0.75	\$0.56
497466	SHRINKWRAP, 500	EA	1	FIXED	\$0.75	\$0.56
497484	SHRINKWRAP, OTHER QTY	EA	1	FIXED	\$0.75	\$0.56
521720	8.5X11 SS COLOR DS	EA	1	FIXED	\$0.97	\$0.24
521824	8.5X14 SS COLOR DS	EA	1	FIXED	\$0.97	\$0.24
521832	11X17 SS COLOR DS	EA	1	FIXED	\$1.95	\$0.72

543820	PAPER,COVER,LTR,PEARLIZED	EA	1	*R25	\$0.54	\$0.41
543860	PAPER,DURA,LTR	EA	1	*R25	\$1.25	\$0.74
543935	PAPER,LTR,POLYESTER	EA	1	*R25	\$1.29	\$0.74
543945	PAPER,MENU,POLYESTER	EA	1	*R25	\$2.89	\$1.49
543965	PAPER,DGTL SUPREME,GLOSS,10PT	EA	1	*R25	\$0.24	\$0.18
543985	PAPER,DGTL SUPREME,GLOSS,12PT	EA	1	*R25	\$0.29	\$0.22
544020	PAPER,MAGNET,8PT	EA	1	*R25	\$2.19	\$1.12
570658	SINGLE STEP LASER PPR 8.5X11	EA	1	*R25	\$2.89	\$2.17
570669	SINGLE STEP LASER PPR 11X17	EA	1	*R25	\$3.89	\$2.92
588955	CALENDAR,12MTH,SCRAPBOOK,LTR	EA	1	*R25	\$7.99	\$5.99
588965	CALENDAR,YRVIEW,GLCVR,LEDGER	EA	1	*R25	\$3.99	\$1.12
589070	CALENDAR,YRVIEW,GLCVR,LETTER	EA	1	*R25	\$2.99	\$0.74
591590	IMPRESSION,LF,JMILONLY,COLOR	EA	1	FIXED		\$0.01
591595	LABOR FEE	EA	1	*R25	\$5.00	\$3.75
591605	PAPER,GLOSS,TEXT,100#,LTR	EA	1	*R25	\$0.12	\$0.15
676805	STAPLE,SINGLE LEFT,W/	EA	1	*R25	\$0.02	\$0.02
676815	STAPLE,ACROSS,3	EA	1	*R25	\$0.06	\$0.05
676820	GROMMETS,2	EA	1	*R25	\$0.50	\$0.38
677135	GROMMETS,3	EA	1	*R25	\$0.75	\$0.56
677155	GROMMETS,4	EA	1	*R25	\$1.00	\$0.75
677175	GROMMETS,6	EA	1	*R25	\$1.50	\$1.13
677180	PADDING,25 SHEETS	EA	1	*R25	\$0.25	\$0.38
677190	PADDING,50 SHEETS	EA	1	*R25	\$0.50	\$0.38
677285	PADDING,75 SHEETS	EA	1	*R25	\$0.75	\$0.38
677295	PADDING,100 SHEETS	EA	1	*R25	\$1.00	\$0.38
677335	REDUCE,BW,51/2X81/2,2UP	EA	1	*R25	\$2.25	\$0.07
679875	PAPER,GLOSS,TEXT,100#,LED	EA	1	*R25	\$0.45	\$0.30
694764	NCR,BW,5PART,LTR	EA	1	FIXED	\$0.75	\$0.36
765400	LABELS,HOLIDAY,MATTE,30UP	EA	1	*R25	\$0.84	\$0.97
765512	CARD,PHOTO,HLDY,4UP,80LBGLCVR	EA	1	*R25	\$2.99	\$2.24
765528	INVIT,4 UP 110 LB,HLD,CRDSTK	EA	1	*R25	\$2.69	\$2.02
776200	WRAP,GIFT,HOLIDAY,11X17 SHT	EA	1	*R25	\$1.89	\$0.74
785426	POUCH,LAMINATE,LEDGER,10MIL	EA	1	*R25	\$4.99	\$3.74
788765	POUCH,LAMINATION,LETTER,10MIL	EA	1	*R25	\$2.49	\$1.87
790662	POUCH,LAMINATION,LEGAL,10MIL	EA	1	*R25	\$2.99	\$2.24
805347	CPDBINDER,4INCH,WHITE	EA	1	FIXED	\$9.99	\$7.49
805356	CPDBINDER,4 INCH,BLACK	EA	1	FIXED	\$9.99	\$7.49
805554	FOIL,MATTE,GOLD	EA	1	FIXED	\$5.99	\$4.49
805563	FOIL,MATTE,SILVER	EA	1	FIXED	\$5.99	\$4.49
805599	FOIL,BRIGHT,GREEN	EA	1	FIXED	\$5.99	\$4.49
805617	FOIL,BRIGHT,BLUE	EA	1	FIXED	\$5.99	\$4.49
805626	FOIL,BRIGHT,RED	EA	1	FIXED	\$5.99	\$4.49
805644	INSERT,SPINE,GUTS & COVER UNDE	EA	1	FIXED	\$0.99	\$0.74
805653	INSERT,SPINE,GUTS & COVER OVER	EA	1	FIXED	\$0.99	\$0.74
805662	INSERT,HAND,GUTS,BINDER UNDER	EA	1	FIXED	\$0.49	\$0.59
805707	INSERT,HAND,POCKET,BINDER	EA	1	FIXED	\$0.29	\$0.22
805716	INSERT,HAND,SPINE,CARDSTOCK	EA	1	FIXED	\$0.29	\$0.29
805734	INSERT,HAND,COVER,BINDER	EA	1	FIXED	\$0.29	\$0.22
805743	INSERT,ENVELOPES	EA	1	FIXED	\$0.10	\$0.08
805779	VARIABLE DATA,PER FIELD,PER SH	EA	1	FIXED	\$0.05	\$0.04
805797	VARIABLE DATA,SETUP,PER HOUR	EA	1	FIXED	\$60.00	\$45.00

805833	INSERT,SLIPSHEETS,MACHINE	EA	1	FIXED	\$0.02	\$0.01
805842	INSERT,SLIPSHEETS,HAND	EA	1	FIXED	\$0.10	\$0.08
805869	AFFIX,LABEL,HAND	EA	1	FIXED	\$0.05	\$0.04
805914	IGEN,COLOR,DOUBLE SIDED,12X18	EA	1	FIXED	\$1.18	\$0.88
805923	IGEN,BW,DOUBLE SIDED,12X18	EA	1	FIXED	\$0.20	\$0.15
805932	OUTSOURCE,OFFSET,NCD	EA	1	FIXED	\$0.01	\$0.01
805959	LABOR,ADDL,PREP,MINUTES	EA	1	FIXED	\$1.00	\$0.75
805977	CUTTING,HAND	EA	1	FIXED	\$0.25	\$0.19
806022	INSERT,HAND,GUTS,BINDER UNDER	EA	1	FIXED	\$0.49	\$0.37
806049	INSERT,HAND,SPINE,CARDSTOCK	EA	1	FIXED	\$0.29	\$0.22
806103	IGEN,COLOR,SINGLE SIDED,12X18	EA	1	FIXED	\$1.18	\$0.89
806148	IGEN,BW,SINGLE SIDED,12X18	EA	1	FIXED	\$0.20	\$0.15
807957	IGEN,COLOR,SINGLE SIDED,14X20	EA	1	FIXED	\$2.39	\$1.79
807993	IGEN,COLOR,DOUBLE SIDED,14X20	EA	1	FIXED	\$2.38	\$1.79
808002	IGEN,BW,SINGLE SIDED,14X20	EA	1	FIXED	\$0.40	\$0.30
808038	IGEN,BW,DOUBLE SIDED,14X20	EA	1	FIXED	\$0.38	\$0.29
833071	FAXSENDL&TF	EA	1	*R25	\$1.75	\$1.49
833081	FAXSENDLD	EA	1	*R25	\$2.25	\$1.79
833091	FAXSENDLDEAADDLPAGE	EA	1	*R25	\$1.00	\$0.75
833191	INTFAXPAGE1	EA	1	*R25	\$7.99	\$5.99
833201	INTFAXPAGES2UP	EA	1	*R25	\$3.99	\$2.99
833211	INTFAXRECEIVING	EA	1	*R25	\$1.25	\$1.12
838592	INDIVIDUALSHEETSCOLOR PAPER	EA	1	FIXED	\$0.02	\$0.05
838608	INDIVIDUALSHEETCARDSTOCK	EA	1	FIXED	\$0.06	\$0.05
850596	LF,PHOTOGLOSS,CLR,PSQFT	EA	1	FIXED	\$9.99	\$7.49
851492	LF,VINYLBANNER,BW CLR,PSQFT	EA	1	FIXED	\$8.49	\$6.37
851870	LARGE FORMAT,FOAMCORE,MOUNT	EA	1	FIXED	\$3.50	\$2.63
851982	GROMMET,WF,SINGLE	EA	1	FIXED	\$0.25	\$0.19
852066	LAMINATE,WF,3MIL,PSQFT	EA	1	*R25	\$1.79	\$1.49
861383	FOLDING, MACHINE ANY SIZE	EA	1	FIXED	\$0.01	\$0.02
861397	PAPER,90LB,11X17	EA	1	*R25	\$0.05	\$0.11
861439	BINDER,CLEARVIEW,1/2",WHITE	EA	1	*R25	\$2.19	\$1.87
861460	BINDER,CLEARVIEW,1/2",BLACK	EA	1	*R25	\$2.19	\$1.87
861467	BINDER,CLEARVIEW,1",WHITE	EA	1	*R25	\$2.19	\$2.24
861502	BINDER,CLEARVIEW,1",BLACK	EA	1	*R25	\$2.19	\$2.24
861558	BINDER,CLEARVIEW,1.5",WHITE	EA	1	*R25	\$3.59	\$2.84
861593	BINDER,CLEARVIEW,1.5",BLACK	EA	1	*R25	\$3.59	\$2.84
861635	BINDER,CLEARVIEW,2",WHITE	EA	1	*R25	\$4.39	\$3.74
861684	BINDER,CLEARVIEW,2",BLACK	EA	1	*R25	\$4.39	\$3.74
861705	BINDER,CLEARVIEW,3",WHITE	EA	1	*R25	\$5.79	\$5.24
861719	BINDER,CLEARVIEW,3",BLACK	EA	1	*R25	\$5.79	\$5.24
861747	STAPLING,BOOKLET	EA	1	FIXED	\$0.35	\$0.11
861775	STAPLINGCORNER	EA	1	FIXED	\$0.02	\$0.01
861803	STAPLING,UPPER RIGHT	EA	1	FIXED	\$0.02	\$0.01
861810	STAPLING,DOUBLE LEFT	EA	1	FIXED	\$0.05	\$0.02
861817	SCALING,CHANGE	EA	1	*R25	\$5.00	\$5.99
861838	CUTTING,HORIZONTAL,1/2"	EA	1	FIXED	\$0.75	\$0.56
861852	CUTTING,VERTICAL,1/2"	EA	1	FIXED	\$0.75	\$0.56
861908	CUTTING,HORIZONTAL,1/4"	EA	1	FIXED	\$2.25	\$1.69
873905	IMPRESSION BW DS, LETTER	EA	1	FIXED	\$0.08	\$0.02
873925	IMPRESSION BW DS, LEGAL	EA	1	FIXED	\$0.08	\$0.02

873930	IMPRESSION BW DS, LEDGER	EA	1	FIXED	\$0.15	\$0.04
873940	IMPRESSION CLR DS, LETTER	EA	1	FIXED	\$0.49	\$0.37
873945	IMPRESSION CLR DS, LEGAL	EA	1	FIXED	\$0.49	\$0.37
873965	IMPRESSION CLR DS, LEDGER	EA	1	FIXED	\$0.98	\$0.74
876993	LF,PRESENTATION,CLR,PSQFT	EA	1	FIXED	\$7.99	\$5.99
933434	PAPER,COVER,LTR,PEARL,IVORY	EA	1	*R25	\$0.54	\$0.41
933875	20LB PASTEL LILAC LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
933924	20LB PASTEL PINK LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
933938	20LB PASTEL SALMON LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
933966	20LB PASTEL YELLOW LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
933987	20LB PASTEL BLUE LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
934015	20LB PASTEL BUFF LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
934022	20LB PASTEL GRAY LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
934029	20LB PASTEL GREEN LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
934036	20LB PASTEL IVORY LEGAL PAPER	EA	1	FIXED	\$0.02	\$0.01
944676	PAPER,NEVERTEAR,LETTER	EA	1	*R25	\$1.29	\$0.97
999711	LF, COLOR, PRINT, BOND, 16X20	EA	1	FIXED	\$9.99	\$7.49
999729	LF, COLOR, PRINT, BOND, 18X24	EA	1	FIXED	\$12.99	\$9.74
999747	LF, COLOR, PRINT, BOND, 24X36	EA	1	FIXED	\$24.99	\$18.74
999756	LF, COLOR, PRINT, GLOSS, 16X20	EA	1	FIXED	\$14.99	\$11.24
999774	LF, COLOR, PRINT, GLOSS, 18X24	EA	1	FIXED	\$19.99	\$14.99
999783	LF, COLOR, PRINT, GLOSS, 24X36	EA	1	FIXED	\$29.99	\$22.49
999819	LF, COLOR, PRINT, BANNER, 2X6	EA	1	FIXED	\$79.99	\$59.99
999828	LF, COLOR, PRINT, BANNER, 2X8	EA	1	FIXED	\$99.99	\$74.99
999837	LF, COLOR, PRINT, BANNER, 2X10	EA	1	FIXED	\$129.99	\$97.49
999846	LF, COLOR, PRINT, BANNER, 3X8	EA	1	FIXED	\$139.99	\$104.99
999873	LF, COLOR, PKG, BOND, LAM, 16X	EA	1	FIXED	\$17.99	\$13.49
999882	LF, COLOR, PKG, BOND, LAM, 18X	EA	1	FIXED	\$24.99	\$18.74
999891	LF, COLOR, PKG, BOND, LAM, 24X	EA	1	FIXED	\$39.99	\$29.99
999909	LF, COLOR, PKG, BOND, LAM, MNT	EA	1	FIXED	\$19.99	\$14.99
999918	LF, COLOR, PKG, BOND, LAM, MNT	EA	1	FIXED	\$29.99	\$22.49
999954	LF, COLOR, PKG, BOND, LAM, MNT	EA	1	FIXED	\$49.99	\$37.49
999963	LF, COLOR, PRINT, GLOSS, MOUNT	EA	1	FIXED	\$19.99	\$14.99
999972	LF, COLOR, PRINT, GLOSS, MOUNT	EA	1	FIXED	\$29.99	\$22.49
999981	LF, COLOR, PRINT, GLOSS, MOUNT	EA	1	FIXED	\$49.99	\$37.49

****NOTE: Prices marked Fixed in Price update code column shall remain fixed through 2/28/11. Items Marked *R shall be based upon that discount off list at the time of the order.**

EXHIBIT D
COPY & PRINT DEPOT PRICING

See attached.

EXHIBIT E

TCPN BOOKSTORE PROGRAM PARTICIPATION AGREEMENT

This TCPN Bookstore Program Participation Agreement ("Participation Agreement") is entered into this day of 20 ("Effective Date") by and between ("Participant") and Office Depot, Inc., a Delaware corporation and/or its subsidiaries ("Office Depot") with principal offices located at 6600 North Military Trail, Boca Raton, FL 33496. This Participation Agreement is executed in connection with the TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services effective July 12, 2010, as amended by Amendment #1 effective August 1, 2010 (collectively, the "Contract") entered into by and between Office Depot and The Cooperative Purchasing Network ("TCPN"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Contract.

WHEREAS, Participant is a Participating Agency as defined in the Contract;

WHEREAS, Participant desires to obtain products and/or services from Office Depot subject to the terms and conditions of the Contract and as set forth herein; and

WHEREAS, the Participating Agency is eligible to receive certain rebates as described in Section 2(f) of Amendment #1 to the Contract;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

3. **PRICING.**
Office Depot agrees to supply to Participant office products and services as set forth in the Contract.
4. **TERM AND TERMINATION.**
This Participation Agreement will be effective for the term of the Contract. Either party may terminate this Participation Agreement, in whole or in part, without cause by providing the other party with thirty (30) days prior written notice.
5. **PAYMENT TERMS.**
Payment terms are net thirty (30) days. Participant's credit limit shall be established by Office Depot's Credit Department. Office Depot reserves the right to lower Participant's credit limit or refuse to ship any orders if at any time: (a) Participant's account is materially past due and Participant has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, the Participant's credit standing becomes impaired as a result of Participant's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers, including Office Depot; (c) the Participant's financial condition becomes unstable based on financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third-party credit bureaus.
4. **TCPN BOOKSTORE PROGRAM ELIGIBILITY.**
Participant represents and warrants that it a college or university and is purchasing products under the Contract and re-selling those products through its on-campus bookstore(s) in accordance with the requirements set forth in the Contract (the "TCPN Bookstore Program"). Upon Office Depot's receipt of this fully executed Participation Agreement, Participant shall be eligible to receive quarterly rebates as set forth in Section 5 below ("Bookstore Rebates"), provided that Participant is

not materially delinquent in paying undisputed invoices as required by Section 3 of this Participation Agreement.

5. **BOOKSTORE REBATES.**

- a. Participant shall earn the following Bookstore Rebates based on Participant's Spend attributable to the products Participant sells through its on-campus bookstore(s) only:

Quarterly TCPN Bookstore Program Spend	Rebate Percentage
\$25,000 - \$49,999.99	2%
\$50,000 - \$74,999.99	4%
\$75,000 - \$99,999.99	6%
\$100,000 - \$149,999.99	8%
\$150,000 - \$374,999.99	10%
\$375,000.00 and above	14%

- b. Bookstore Rebates are calculated on Spend back to the first dollar spent.
- c. Bookstore Rebates shall be disbursed within sixty (60) days of the end of each calendar quarter based on Spend during such calendar quarter.
- d. Master Core List pricing and Custom Core List pricing shall not apply to products sold to Participant for re-sale pursuant to the TCPN College Bookstore Program. However, all remaining pricing provisions set forth in the Contract shall apply to purchases made in connection with the TCNP Bookstore Program.
- e. Products purchased by Participant for re-sale in connection with the TCPN Bookstore Program shall not be considered for purposes of calculating Agency Annual Volume Rebates under the Contract.

6. **NOTICES.**

All notices, requests, demands and other communications under this Participation Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to Office Depot:

Office Depot, Inc.

Attn: , Vice President

With a copy to:

Office Depot, Inc.
6600 N. Military Trail
Boca Raton, Florida 33496
Attn: Office of the General Counsel

If to Participant:

Attn:

7. **ASSIGNMENT.**

Neither party may assign this Participation Agreement without the prior written consent of the other party.

8. **ATTORNEYS' FEES.**

In the event of any litigation between the parties hereto with respect to the Agreement, the prevailing party (the party entitled to recover costs of suit, at such time as all appeal rights have expired or the time for taking such appeals has expired) shall be entitled to recover reasonable attorney's fees, in addition to such other relief as the court may award.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

OFFICE DEPOT, INC.

By: _____
Name: _____
Title: Vice President
Date: _____

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

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VENDOR CONTRACT

Between OFFICE DEPOT, INC. and

THE COOPERATIVE PURCHASING NETWORK (TCPN) Office Supplies, Related Products, and Office Services

The following pages will constitute the contract between the successful vendors(s) and TCPN. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096,

Please refer to Addendum to the Cooperative Purchasing Network Request for Proposal attached by Office Depot, Inc.

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control.

GENERAL TERMS AND CONDITIONS

1. Freight (if applicable)

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year parts and/or labor warranty, unless otherwise agreed to in writing.

3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. Contracts

All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

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Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. Tax exempt status

All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

Knowing the tax laws in other states is the responsibility of the vendor.

6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor unless approved by TCPN and the participating entity making the payment.

Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc. Vendor agrees to provide updated financial records every year the contract is renewed. Vendor will provide this to TCPN within 30 days prior to contract renewal date. Vendor agrees to provide updated financial information beyond the renewal of the contract upon written request by TCPN. This will be provided within 30 days of the written request.

7. Disclosures

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Bidder must comply with the following conflict of interest procedures – local government code Chapter 176 – Disclosure of certain relationships with local government officers, providing public access to certain information.

8. Renewal of Contracts

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor the administrative fee for a period of 30 days on any sales made based on a TCPN contract whether the Vendor is awarded a

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renewal or not. TCPN reserves the right to monitor the financial stability of any awarded contract holders on an ongoing basis at any time. As part of the renewal process TCPN will evaluate the most recent financial information to assist in the determination of continuing to renew the contract for another 12 months.

9. Funding out clause.

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

10. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested by TCPN.

11. Shipments (if applicable)

The Vendor shall ship ordered products and services within two (2) to ten (10) working days. If a product and/or service cannot be shipped within that time, the Vendor shall notify TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

12. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant's purchase order number as well as the TCPN Contract Number. The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. If TCPN participant does not specify payment terms, the acceptable payment term for participants for carpet product is to be invoiced at time of shipment and billing for installation services is billed upon completion and accepted by TCPN participant. Jobs exceeding sixty days, periodic partial labor invoices may be generated based upon percent completion.

13. Reporting

The vendor shall electronically provide TCPN with a detailed Monthly report showing the dollar volume of all sales under the Contract for the previous Month. Reports shall be submitted to Lorraine Vuong at lvuong@tcpn.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the vendor to collect and compile all sales under the Contract from participating members and submit one (1) quarterly report. The monthly report shall include: purchase order number, member name, city/town, sales total and date. The

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monthly reporting requirement may be amended to allow for quarterly reporting upon mutual agreement in writing amending this provision. A sample report is included in this solicitation. Upon mutual agreement reports may be submitted quarterly.

14. Payments

The TCPN participant will make payments directly to the Vendor.

15. Pricing

The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be allowed upon proper justification. TCPN reserves the right to evaluate such requests and may decline or reduce the price increase if it deems appropriate. Or TCPN may adjust the price accordingly. However, the Vendor shall honor previous prices for sixty (60) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

16. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the administrative participation fee. This may be amended to quarterly basis upon mutual consent. The invoice will be based on total sales made through the TCPN Contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms.

17. Indemnity

The Vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the Contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

18. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

19. State of Texas Franchise Tax and Other Taxes

By signature hereon, the prospective vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas

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under Chapter 171, Tax Code or state taxes owed in states in which business will be conducted under the terms of this contract.

20. New Products

New products that meet the Contract product specifications may be added to the existing Contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing Contract if the line is replacing or supplementing products on Contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. Vendor will submit revised Catalogues annually and may submit updated catalogues earlier. In the event a price increase occurs, the previous prices will remain in effect for 30 days after acceptance of the higher prices. Additionally, revised catalogues will be distributed to TCPN and its participating entities. No products may be added to avoid competitive procurement procedures. TCPN may reject any additions, without cause.

21. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN Contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN Contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the Contract by purchasing directly from Vendor will result in probation or termination of Contract.

Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

22. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

23. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

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24. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. Upon cancellation, the contractor will provide assistance in moving TCPN members using the program to other programs under the TCPN program or approved by TCPN. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause and must be notified in writing. All work will cease after completion of final accepted order.

Nothing in the Contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time. TCPN reserves the right to request additional proposals for items already on Contract at any time.

25. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the State of, and shall be acceptable to, the TCPN participant. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

<u>Contractor's Liability Insurance Coverage</u>	<u>Minimum</u>
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

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Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00
Property damage	
Each Occurrence	\$250,000.00.

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SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below. If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: One (1)

Prices are guaranteed for (minimum of 180 days): Discounts Quoted are guaranteed for 180 days. Core Items offered are based upon a discount off list at the time of the RFP response.

Company name: Office Depot, Inc.

Address: 14600 Trinity Boulevard, Suite 300

City/State/Zip: Fort Worth, TX 76155

Telephone No.: 888-438-8998

Fax No.: 888-438-8990

E-mail address: john.lander@officedepot.com

Authorized signature: [Signature]

EXCEPTIONS TO

TERMS AND CONDITIONS INCLUDED WITHIN THE RESPONSE.

Printed name: John T. Lander

Position with company: Vice President

Sales representative's name: Michael McDonnell, Regional Sales Director

Web site URL: http://bsd.officedepot.com

Accepted by The Cooperative Purchasing Network:

Term of contract 7.12.10 to 2.28.11 2/28/13 ^{2nd 1.2.14}
7/13/10

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor all participation fees for any sales made based on a TCPN Contract whether the Vendor is awarded a renewal or not.

[Signature]
TCPN Authorized Signature

Date

JASON WICKER
Print Name

Approved by Region 4 ESC by [Signature]

Date

Approved by Mary C. Obrien

Accommodation School District by _____

Date

TCPN Contract No. B5023

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**ADDENDUM TO
THE COOPERATIVE PURCHASING NETWORK
REQUEST FOR PROPOSAL
#09-09
OFFICE SUPPLIES, RELATED PRODUCTS, AND OFFICE SERVICES**

This Addendum to the Request for Proposal #09-09 for office supplies, related products, and office services ("Bid") is entered into by and between Office Depot, Inc. ("Vendor" or "Office Depot") and The Cooperative Purchasing Network ("TCPN"). The parties hereby further agree as follows:

As to Instructions to Bidders

1. Page 3 of 53, Section Purchasing Procedures Add the following as a final bullet:

It is the responsibility of the TCPN member (Participating Agencies) to reference the TCPN contract number on such orders. Vendor will not be liable or responsible for mandating member business practices.

2. Page 9 of 53, Section I. **Debarment and/or Suspension** Add the following to the section:

During 2008, Office Depot was the subject of suspension and debarment actions by the State of Georgia, but the State rescinded those actions after Office Depot showed them to be unwarranted. Specifically, in February 2008, the State of Georgia suspended Office Depot pending a debarment determination and in June 2008, the State issued its debarment determination. The State rationalized its decision primarily on its belief that a total of ten items, which it selected for testing, were priced incorrectly or were discontinued and were not identified with proper substitutes. Office Depot thoroughly researched those items and conclusively showed the State that the items were correctly priced. Office Depot also offered a solution to ensure users could more easily identify substituted products in accordance with the contract. Thereafter, following extended discussions with the State in July 2008, the State of Georgia rescinded its suspension and debarment determinations. Today, Office Depot continues to offer superior products and services to government agencies in the State of Georgia through stand-alone agreements or through our program with U.S. Communities, which we believe evidences the satisfaction of our sales and services by Georgia customers.

3. Page 10 of 53, Section J. **Signed Vendor Contract** Delete the section in its entirety.

As to Vendor Contract General Terms and Conditions:

1. Section 1 **Freight (if applicable)** Delete the section in its entirety and replace with the following:

MINIMUM ORDER VALUE. Pricing for products set forth in this Agreement is based on an instituted minimum order value of \$50.00 per order. Orders that are processed as an exception will be processed subject to a \$9.95 special handling fee.

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Office Depot stocked merchandise shall be delivered F.O.B. Destination unless the product exceeds 70 lbs. and/or 110" in length/width. In such case there will be an additional special handling charge that is communicated to the customer.

2. Section 2 **Warranty conditions** Delete the section in its entirety and replace with the following:

To the extent TCPN requires Vendor to provide warranties on products sold to TCPN, Vendor's warranties shall be limited to Vendor-branded products. For all other products, Vendor will pass through to TCPN, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties.

3. Section 6 **Assignments of contracts** In the first paragraph, first sentence, delete "TCPN" and replace with the following: **either party**. Delete the second sentence in its entirety.

4. Section 8 **Renewal of Contracts** Insert:

Each contract renewal shall be mutually agreed upon in writing by both parties.

5. Section 9 **Funding out clause** Add the following to the section:

In the event that the resulting contract is terminated by reason of non-appropriation of funds as contemplated in this section, TCPN shall pay for all materials received and services rendered through the effective date of termination.

6. Section 14 **Payments** Add the following new paragraph:

Payment terms shall be net thirty (30) days from the date of invoice. TCPN Participating Agencies' credit limit shall be established by Vendor's Credit Department. Vendor reserves the right to lower TCPN individual Participating Agencies' credit limit or refuse to ship any orders if at any time: (1) TCPN Participating Agency account is materially past due and TCPN Participating Agency has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Vendor to resolve the issues; (2) in Vendor's commercially reasonable opinion, TCPN Participating Agency credit standing becomes impaired as a result of TCPN Participating Agency payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Vendor; (3) TCPN Participating Agency financial condition becomes unstable based on TCPN Participating Agency financial reports or reputable third party ratings, or (4) if there are severe risk alerts from reputable third party credit bureaus.

7. Section 15 **Pricing** Delete in its entirety and replace with the following:

The Vendor agrees to provide list price increases and decreases at each six (6) month update of the pricing per Tab 9, Paper and Electronic Price Lists of any product purchased through TCPN. Price increases or decreases will be allowed upon 30 day written notice of Vendor System List price change. TCPN reserves the right to evaluate such requests and may decline or reduce the price increase if it deems appropriate. Or TCPN may adjust the price accordingly. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TCPN of an increase or decrease.

Notwithstanding any other provision of this Agreement, if during the Initial Term or any Renewal Term of this Agreement any product category (including without limitation paper,

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toner, furniture, technology and general office supplies) is bid out or removed from Vendor's product mix, Vendor may modify pricing for the remaining categories.

Should changes in Customer's account(s) profitability occur due to factors such as (but not limited to) decrease in revenue, increased cost to service TCPN Participating Agency account(s), and unforeseen changes in market conditions, Vendor may adjust the pricing and program offered hereunder in order to attain profitability anticipated based on information TCPN provided to Vendor during the request for proposal process.

Vendor may re-evaluate program pricing and adjust pricing accordingly, or terminate this Agreement, if TCPN Participating Agencies do not meet the Minimum Annual Spend requirements described herein anytime during the Initial Term and/or any Renewal Term of this Agreement.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

8. Section 16 **Administrative Fees** Delete in its entirety and Insert the following:

Quarterly Administrative Fees. Office Depot will pay Customer a quarterly administrative fee based on Customer's paid-for purchases, net of returns, discounts and credits ("Spend"), provided that Customer is not materially delinquent in paying undisputed invoices as required under the Agreement. The Quarterly Administrative Fees shall be disbursed within sixty (60) days of each calendar quarter of the Effective Date.

9. Section 17 **Indemnity** Delete the section in its entirety and replace with the following:

Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to (a) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld.

LIMITATION OF LIABILITY. EXCEPT FOR ANY CLAIM FOR INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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10. Section 20 **New Products** Insert the following:

Office Depot agrees to provide updated printed BSD catalogs at a minimum of two (2) times per year. Office Depot will provide 30 days advance notice of the intent to update pricing. Non-core pricing shall be updated per each pricing Option outlined in Tab 9, Paper and Electronic Price Lists.

11. Section 21 **Promotion of Contract** Delete the following:

Vendor shall demonstrate how the TCPN Contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the Contract by purchasing directly from Vendor will result in probation or termination of Contract.

Insert the following:

Vendor will include a Marketing Plan outlined in Tab 6, Marketing Plan. Vendor shall demonstrate how the TCPN Contract will be used as an OPTION for possible participating agencies. Due to public laws, participating agencies have the right to choose from all contracts available on the open market and/or to choose to bid independently on their own behalf. The TCPN agreement will be offered to all participating agencies who request a review of all available contracts open to their possible use. In the event a TCPN participating agency specifically requests a presentation of the TCPN program only, the TCPN program will be the only program presented.

12. Section 22 **Website Support** After "website" add the following: in accordance with Vendor's trademark usage policy as attached herein as Exhibit A.

13. Section 24 **Miscellaneous** In the second sentence, before "assistance" insert the following: **reasonable**. In the fourth sentence, delete "or without cause".

14. Section 25 **Certificates of Insurance** In the first paragraph, third sentence, fourth line before "give" insert the following: endeavor to.

15. Add a new section as follows:

Vendor's RFP Terms and Conditions as attached herein are made a part of and included in the terms and conditions of the Bid.

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Conflict: In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Bid, the terms and conditions of this Addendum shall control.

OFFICE DEPOT, INC.

THE COOPERATIVE PURCHASING NETWORK

By: _____

Name: John T. Lander

Title: Regional Vice President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Office Depot® Trademark Usage Policy

- As used herein, the term "Office Depot Trademarks" shall mean all domain names, trademarks, logos and other branding elements proprietary to Office Depot.
- The Office Depot Trademarks may not be used in any manner that expresses or might imply Office Depot's affiliation, sponsorship, endorsement, certification, or approval, of any third-party product or service.
- The Office Depot Trademarks may not be used in association with or combined with any third-party trademark in a manner that might suggest co-branding or otherwise create potential confusion as to source or ownership of the Office Depot Trademarks.
- The Office Depot Trademarks may not be included in any non-Office Depot trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.
- When using the Office Depot Trademarks, never vary the spelling, add or delete hyphens, make one word two, or use the trademarks in a possessive or plural form.
- The Office Depot logo may only be used as provided by Office Depot electronically or in hard copy form. When using an Office Depot logo, never modify the design, add or delete any elements or words, change any colors or proportions. The logo may not be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
- The Office Depot Trademarks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
- The Office Depot Trademarks may not be imitated or used as design features in any materials.

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- The Office Depot Trademarks must include the appropriate ® or TM symbol at least at the first and most prominent mention on each visually distinguishable page of material. The ® should be used in connection with all registered trademarks and the TM should be used in connection with all non-registered trademarks.
- Each name, term or mark that is a trademark of Office Depot, or one of its subsidiaries or affiliates, must include the applicable mark and trademark statement when it is used.
Example: "_____ is a [trademark or registered trademark] of The Office Club, Inc."
- The Office Depot Trademarks may not be used in any a false, misleading, derogatory, or otherwise defamatory manner.