



**REQUEST FOR PROPOSAL
No. JP150052P**

Office and Educational Supplies

PROPOSAL DUE DATE AND TIME:
June 1, 2011 (2:00 PM, PST)

OSU Procurement & Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
Attn: Jodi Pitzer
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

▪ Request for Proposal Issue Date	April 7, 2011
▪ Pre-Proposal Conference	April 18, 2011 (2:00 pm, PDST)
▪ Deadline for Request for Clarification or Change	April 25, 2011 (2:00 pm, PDST)
▪ Proposal Due Date and Time	June 1, 2011 (2:00 pm, PDST)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE:

A voluntary Pre-Proposal Conference will be held on Monday, April 18, 2011, 2:00 pm, PDST in the Cascade Hall Conference Room located on the 2nd floor of Cascade Hall, 601 SW 17th Street, Corvallis, OR 97333. If you are unable to attend in person but wish to call in, a teleconference number will be available. Please contact the Administrative Contact listed in section 1.04 below for the teleconference number.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below:

1.04 ADMINISTRATIVE CONTACT:

Name: Jodi Pitzer, CPM
Title: Procurement Analyst
Telephone: 541-737-3301
Fax: 541-737-2170
E-Mail: Jodi.pitzer@oregonstate.edu
Address: Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.05 DEFINITIONS:

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Attachments" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for the provision of Office and Educational Supplies for all OSU on-campus and off-campus departments and locations. OSU will consider all Proposals and award Contract(s) to the Proposer(s) who best meet(s) the requirements, qualifications and needs of OSU as determined through the evaluation process. OSU may make single or multiple Contract awards as deemed to be in the best interest of OSU as deemed by OSU.

The initial term of the expected contract will be for 1 year, with potential renewals not to exceed a 12 year total service timeframe. The initial contract term is anticipated to begin on September 1, 2011.

2.02 BACKGROUND:

OSU competitively solicited for a stockless office supply program in 2002 and awarded contracts to two Contractors. Both contracts are due to expire in August, 2011 and the Contract(s) resulting from this RFP will replace the existing contracts upon the date of final contract signature, but no later than date of the current contract expiration.

The contracts are non-mandated and departments may choose any vendor for office supplies, however the contracts are heavily used due to the aggressive pricing and next-day delivery.

Historically most departmental personnel order office supplies utilizing an on-line ordering tool on the Contractor(s) website which displays OSU contract pricing. Delivery is next-day and provided Monday through Friday during normal business hours of 8:00 AM – 5:00 PM.

The current Stockless Office Supply Program has averaged over \$6,000,000 in purchases annually over the last 3 calendar years (January 1 – December 31). Annual expenditures include both purchase volumes from OSU and other public agencies throughout the state of Oregon. This figure is given only as a guideline for preparing an offer and should not be construed as representing actual or guaranteed purchases under any new contract.

The historical category breakout is displayed below:

OFFICE SUPPLIES	PAPER	TONER/INK	FURNITURE	TECHNOLOGY	K-12
34%	27%	22%	5%	4%	8%

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, master's and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SAMPLE CONTRACT/SCOPE OF WORK

3.01 SAMPLE CONTRACT:

A sample Contract containing the statement of work and contractual terms and conditions is included at Attachment A.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- i. Experience in providing office and educational supplies to multiple facilities on a statewide basis.
- ii. At least ten (10) years experience as an office supply company or in lieu of ten (10) years experience Proposer must show documented proof of providing service to similarly diverse customers. Capable of providing delivery within 24 hours from time of order, Monday – Friday 8:00 a.m. – 5:00pm.
- iii. Online ordering tool which can be customized and uploaded with contract pricing
- iv. Live customer service assistance during normal business hours

4.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- i. Provide a customized online ordering tool to allow Core items to be the primary display when accessing Contractor's web based ordering portal as well as the primary search display when generic search terms are input, i.e. pens, pencils, etc. This specialized catalog will display and then allow a link exit to the general catalog if the desired items are not displayed.
- ii. Online ordering tool with the capability of allowing multiple shoppers to add to a single cart and then one authorizer to approve the entire cart for order processing.
- iii. Same day delivery
- iv. OSU in-store purchase program with the ability to charge directly to departmental index and account codes, after verification of user's qualifications as OSU staff, to qualify for the Auto Pay program.
- v. Pricing equivalent or lower than best pricing offered through retail advertisements.
- vi. Provide an additional quantity discount for one time delivery of large single orders.
- vii. Toner cartridge recycling program.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

6.03 EVALUATION CRITERIA:

Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Proposal relative to the requirements outlined in the sample contract	40
Proposers qualifications relative to the minimum qualifications	20
Proposers qualifications relative to the preferred qualifications	10
Price of the goods or services (based on category analysis)*	30
Total	100

* Price category analysis: Pricing will be evaluated for total overall cost. Section 2.02 outlines 6 categories of goods with the corresponding percentage of the average annual Office and Supply spend. This percentage will be multiplied by the average annual spend of \$6,000,000 and then multiplied by the discount quoted by the Contractor for that category. This process will be completed for each of the 6 categories and then added together to create the total overall cost. The Proposer providing the lowest total overall cost will be awarded full points allowed. The subsequent Proposers will be awarded points based on the % over the lowest total. I.e. if the lowest total is \$5,000,000 and the next proposer is at \$5,500,000, this would be a 10% differential which would decrease the points awarded by that same value or 27 points.

6.04 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be marked as follows:

Request for Clarification or Change:
RFP # _____
RFP Title: _____
Due Date and Time: _____

7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that:

- The Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Attachments and Addenda to the Request for Proposal;
- The Proposer is not currently under suspension or debarment by the State or any other governmental authority;
- To the best knowledge of the person signing the response, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal, five (5) duplicate printed copies and one (1) copy on an electronic media jump drive. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 4. Answers to reference the specific points they are addressing in the order they are written in the RFP.
- Description of how the goods or services offered specifically meet the requirements identified in the Sample Contract. Answers need to reference the specific areas they are addressing in the order they are written in the Contract.
- Pricing:
 - Following price structures as outlined in the Sample Contract, Proposer will submit the following:
 - Chosen Wholesaler Catalog and Vendor Specific Catalog
 - An electronic copy of the complete product list documenting the manufacturer (industry standardized) item number, Contractor SKU number if different, product description, pack configuration, pack size and manufacturer list price, discounted price to OSU.
 - Manufacturer's list price is defined in the Sample Contract.
 - Discount structure, by category that will be in force for the duration of the contract.
 - Core item discount structure. This will be over and above the category discount. Sample Core list shown in Exhibit 2 of Sample Contract.
 - RISI index pricing for Uncoated Freesheet papers Std. No. 4 92 Brt Xerog. for February, March and April, 2011.
 - Pricing matrix that will be utilized to determine paper price adjustment during the contract.
- Attachment B, Certifications, fully completed.
- Attachment C, References, fully completed.
- Proposers Dunn and Bradstreet Report

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-0130(5)(a).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 NEGOTIATIONS:

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Terms and conditions reasonably affected by changes to the statement of work or contract price; and
- d. Any other terms and conditions reasonably related to those expressly authorized for negotiation.

7.08 WITHDRAWALS:

A Proposer may withdraw their Proposal by submitting a written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Attachments, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.12 CONTINGENT PROPOSALS:

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Attachments, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Attachments, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Request for Proposal, Attachments, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposer's must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a written protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The written protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

ATTACHMENT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

[Remainder of this page left intentionally blank]



OREGON STATE UNIVERSITY

CONTRACT FOR THE PURCHASE OF
OFFICE AND EDUCATIONAL SUPPLIES
CONTRACT NO. JP150052

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the goods outlined in this Contract under Request for Proposal number #JP150052 entitled Office and Educational Supplies Program and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the goods outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the goods;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on August 31, 2012. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for eleven (11) additional one (1) year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond 12 years or as otherwise allowed by law.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Upon OSU's request or order, Contractor shall deliver to OSU the following goods for the prices specified in this section. This Contract does not obligate OSU to purchase any quantity or amount of goods from Contractor.

A. GOODS:

Upon OSU's request or order, Contractor shall provide office and educational supplies for OSU on-campus and off-campus departments and other statewide locations.

Upon OSU's request or order, Contractor shall provide, but not be limited to, products in the following categories: Office and Educational Supplies, Furniture, New or OEM Ink/Toner, K-12 Products and Technology (to include business machines). OSU and the Contractor may mutually agree to align any missing or new products, sub-categories or services into this listing throughout the duration of the contract.

Furniture purchases and installation that constitute public works and that are subject to Bureau of Labor and Industries (BOLI) and other construction requirements will not be covered by this Contract. OSU will conduct a new procurement and contracting process for the provision of any public works projects subject to BOLI requirements. Contractor will confirm with the Contract Administrator that any furniture purchases or installation made under this Contract do not constitute public works and are not subject to BOLI and other construction requirements.

Exempt Items List: Below is a general listing of items which shall not be offered for sale or sold to OSU under this Contract. These items are prohibited to OSU as they are already covered by other contracts or price agreements.

- OEM Compatible Remanufactured Toner Cartridges
- Trash Can Liners

B. CONTRACT INTRODUCTION / IMPLEMENTATION:

Contractor shall introduce the new contract and utilize an implementation plan for the OSU campus, statewide locations and other Oregon public agencies using this Contract under a permissive cooperative procurement..

The implementation plan shall include, but not be limited to, the following:

- a. Contractor's introduction process to notify OSU customers of new contract.

- b. Full contact information to include an 800 number for customer service, local sales representative information and store location information if applicable.
- c. Full outline of training program to educate users about the online tools for ordering and evaluating products.
- d. Schedule of implementation training. Final schedule to be finalized with and approved by OSU Contract Administrator.
- e. Detailed Contractor's quality assurance program
- f. Plan and timing for initial distribution of catalogs and pricing.
- g. Specialty training on green and recycled products, best ways to consolidate orders, tips on cost savings when ordering office supplies.
- h. Addition of extra Contractor staff to serve OSU's needs, if necessary, during the implementation period.

C. TRAINING:

Contractor shall provide a training plan, at no additional charge, for the use of Contractor's tools for placing orders and looking up catalog items, shipping, billing and receiving, material management and product safety issues, and proper installation and use of all products. Training shall include, but not be limited to the following and be available in a variety of languages

- a. Onsite individual or group training
- b. Webinars
- c. Web links
- d. Specialty training about such topics as the purchasing of green products, recycled products, order consolidation, cost savings, etc.

D. PRICING:

The price structure for all items, excluding Paper and Core items (as defined below), will be a discount off manufacturer's list price for each of the separate categories outlined in the Wholesaler Catalog. The discount structure is documented in Exhibit 2. Manufacturer's list price is the price listed in the Wholesaler Catalog or if the item is a generic item (e.g., private label), then the Contractor is considered the product manufacturer and their established, reasonable list price as outlined in their Vendor Specific Catalog shall be utilized. The chosen Wholesaler and Vendor Specific Catalog will serve as reference during the entire term of the Contract. Contractor shall not change the Wholesaler Catalog without prior written approval from the Contract Administrator. Any Contractor request to change catalogs must correspond with quarterly reviews and contain proof that a change in catalog will not adversely affect OSU's pricing.

Catalogs:

- Contractor shall select one of the two Wholesalers Catalogs: SP Richards or United Stationers.
- Contractor may offer its own Vendor Specific Catalog, provided the catalog contains at least 5,000 items and is offered to the Contract Administrator prior to execution of this Contract.

Contractor agrees to keep the discount offered in all categories the same throughout the term of the Contract, including any renewals. Contractor will ensure that all pricing will be verifiable and auditable from the date of the Contract award. At a minimum, the Contractor will hold the manufacturers' list price firm for the first 6 months after the Contract award. After the 6-month anniversary of the Contract award, the Contractor may submit updated price lists for review. Reviews will be done by OSU on a quarterly basis on January 1, April 1, July 1, October 1, of each calendar year. OSU has 30 days to review and approve or deny the requested price update lists and may request supporting documentation for any price changes. If Contractor is unable to provide sufficient support documentation for any price update, the update will be rejected and price profiles will remain consistent with the last contract amendment. Supporting documentation can include, but not be limited to, current list price for Wholesaler Catalog or the product manufacturers. Contractor agrees that there will be no retroactive price increases.

Core Items:

Core items are products that represent approximately 65% of the historic purchase volume. Core items will be discounted deeper than standard category discount profiles. The Core discount structure is documented in Exhibit 2. Core items are defined as items that have met a minimum annual spend threshold of \$5,000, or unit volume in excess of 1,000.

Contractor will submit all pricing in the following format:

- Paper and magnetic media price lists must contain the following:
 - Manufacturer part number
 - Vendor part number (if different from manufacturer part number)
 - Product description
 - Pack Configuration
 - Pack Size
 - Manufacturer's List Price
 - Discounted Price to OSU
- Electronic price lists (CD's or USB Drives) must clearly be identified/labeled to include the vendor name, effective date of pricing and date of publication. The files must be in Microsoft Excel format and placed in a plastic protective pouch.

Contractor will promptly lower the cost of any product following a reduction in the manufacturer's list price and will send notification to the Contract Administrator. Contractor's price reduction in this case will correspond to the reduction in the manufacturer's list price.

In addition to decreasing prices for the balance of the Contract term due to a change in manufacturer's list price as specified above, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Administrator documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to the then-approved prices. Promotional prices shall be available to all Approved Users, as defined below. Upon approval, the Contractor shall provide conspicuous notice of the promotion to all Approved Users.

Contractor agrees to the following additional Contract price stipulations:

- a) Pricing shall be consistent for all ordering venues, internet, phone or in store.
- b) Pricing shall be transparent to customers.
- c) Pricing shall be lower than standard retail pricing and the same or lower than retail sale pricing.
- d) Unit price for any and all Core items shall be exactly the same, regardless of the packaging configuration.
- e) Contract website and hard copy catalogs shall include both retail pricing and contract pricing.
- f) A fuel surcharge will not be established or allowed during the term of the contract.
- g) No restocking fees
- h) All pricing to be delivered – FOB Destination, prepaid.

Upon each quarterly review, non-core items in each category that have met a minimum annual spend threshold of \$5,000, or unit volume in excess of 1,000 will be added to the Core items list and the list price will be lowered immediately to the Core item discount profile. If the Contract is awarded to multiple Contractors, OSU will calculate the collective spend of items across all Contractors and evaluate against the \$ 5,000 threshold. Items will then be added to the Core list of items for all Contractors.

All OSU employees and employees of other Oregon public agencies utilizing this Contract shall be deemed "Approved Users". Approved Users may seek to negotiate additional price concessions from Contractor on purchases of any products offered under this Contract.

E. PAPER PROGRAM:

The pricing for paper will follow the same outline as all other items with the following exception:

Contractor may seek to adjust paper prices for the category one time in any given calendar quarter. Contractor may only request an adjustment if the RISI (Resource Information Systems Inc. Table 6 Uncoated Freesheet Papers, Std. No. 4 92 Bright Xerographic) index for such products has changed from the date of the Proposal or from the date of the last approved price adjustment, whichever is later. Price adjustments will occur only when the RICl has moved an aggregate of \$15 during the evaluation period. The time of the price adjustment notice within the quarter is at the Contractor's discretion. Contractor will submit price adjustment requests to the Contract Administrator for approval, and those approvals (if granted) will take effect no earlier than 30 days after receipt and on the first day of any given month. Price adjustments must be accompanied by supporting documentation and copies of the RICl publication documenting market movement.

F. DELIVERY:

Contractor shall deliver goods F.O.B. Destination, prepaid. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

Contractor shall deliver goods no later than the next business day after it receives OSU's order, Monday through Friday during business hours for orders placed no later than 4:00 pm the previous day. Contractor will deliver special order items per the agreed-upon delivery profile at time of order. Contractor shall use a signature tracking program to provide proof of delivery.

Orders for each delivery point shall be packaged individually.

Contractor will ensure that packaging materials are reusable, returnable, or recyclable and sized to be in the smallest sized container possible that will allow products to be delivered without damage and eliminate excessive use of packing material.

Contractor will ensure that shipping label and packing slips will include the following:

- Entity Name
- Department Name
- Contract Name
- Street Address or Building and Room Number
- Phone Number
- Contractor Order Number
- Number of Cartons
- Order Item Number(s) and Description(s)
- Contractor's Retail List Price and OSU Contracted Price
- Items on backorder will be noted as such with an anticipated delivery date

Contractor shall ensure that the maximum weight per carton will not exceed 45 pounds. Paper products packaged in standard cases exceeding 45 pounds are excluded from this limit, but shall not exceed 75 pounds.

G. CUSTOMER SERVICE:

Contractor will have a campus representative establish and consistently maintain an on-campus presence by scheduling regular days to visit campus departments during the business week Monday – Friday. Campus representatives will inform campus departments and PaCS Contract Administrator what days he/she will be on campus.

Contractor shall provide, but not be limited to, the following as part of its customer service program:

- a. Online ordering tool with customized website portal for OSU
- b. Designated Account Manager
- c. Response to customer issues within four (4) hours of initial contact. Issues may include, but are not limited to the following:
 - Requests for product information
 - Order status
 - Billing disputes
 - Delivery disputes / problems
 - Product returns
 - Pricing information
 - Account number issues
 - Address and numbers
 - Training requests
 - Other urgent requests

- d. No minimum order quantities
- e. Maintain a 98% order fulfillment rate
- f. Backorders may be canceled, substituted or maintained as directed by each individual customer.
- g. Customer may cancel or choose a comparable product if items are discontinued.
- h. Provide an indicator that tells the customer when an item is in stock or is not available, regardless of method of ordering.

Contractor will have a Self Management Program in place for ensuring Contract performance at the highest level. Contractor will ensure that this program is a process to document all problems, issues, causes and corrective actions and Contractor shall provide OSU with that information with the monthly reports required by OSU.

H. CORE ITEMS ON-LINE CATALOG:

To assist with an efficient ordering process, in addition to the Contractor's primary on-line catalog, the Contractor shall provide a specific on-line ordering portal and product catalog (referred to as the on-line catalog) to OSU containing OSU-identified Core items. This on-line catalog will be the first display initiated when accessing the ordering portal and when generic product type information, i.e. pen, paper, is input into the search function of the site. There will be a link to the main Contractor's catalog prominently displayed if the search does not yield the customer's desired products. The Contractor will, within sixty (60) days of Contract award, make available the on-line catalog that contains the Core items designated. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price.

I. RETURN POLICY:

Contractor shall guarantee no-hassle returns, regardless of the reason for return. Any product may be returned to Contractor for any reason within 30 days of receipt by customer. Items being returned must be picked up by Contractor within five (5) business days after request for return is made by the customer. Contractor agrees that no return will have restocking fees associated with it.

J. NECESSARY COMPONENTS.

Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

K. NEW AND UNUSED GOODS.

Unless specified otherwise, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalog for goods and carry full manufacturer warranties.

L. RECYCLABLE PRODUCTS:

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

M. GREEN PROGRAM:

Contractor shall have Environmentally Preferable Purchasing (EPP) certifications and eco-friendly packaging including the limitation of packaging waste.

N. WARRANTIES.

Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

O. NON-COMPLIANCE.

If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

P. PERFORMANCE MEASURES:

OSU intends to use performance-reporting tools and service level agreements as outlined in this section to measure the performance of Contractor. OSU reserves the right to modify and introduce additional performance-reporting tools and measures as they are developed.

1) SERVICE LEVEL AGREEMENT METRICS:

Contractor agrees to maintain the following service level rates;

- a. Delivery Timing – 95% or greater. Delivery timing is defined as the delivery of orders within 24 hours of order Monday through Friday, during standard business hours, for orders placed no later than 4:00 pm the day prior.
- b. Order Accuracy – 98% or greater. Order accuracy is defined as the number of items delivered as ordered, divided by the total number of items ordered.
- c. Order Completeness / Fill – 95% or greater. Order fill rate is defined as a number of items on an order filled completely as ordered, divided by the total number of lines on an order.
- d. Pricing Accuracy – 99.5% or greater. Price accuracy is defined as a number of audited items each month where the net price is equal to or less than the contracted price.
- e. Backorder Fill 95% Backorders shipped within five (5) calendar days of original order, unless special circumstances apply. Contractor will submit, at OSU's request, a report in Microsoft Excel that details the item name, product ID, reason for shortage and plan of action when delivery may be expected or what replacement is suggested.

- 2) PRICE VALIDATION: The Contract Administrator will complete a price validation no more than monthly, but no less than quarterly, to confirm price profiles as outlined in Section 2D. The validation will consist of 15-20 randomly selected items from the Core listing and 15- 20 randomly selected items from the base catalog for review. The Contract Administrator will confirm that the prices displayed on the Contractor's website are equal to or less than the Contract terms. The price accuracy rate will equal the number of audited items

each month where the price is equal to or less than the Contract price divided by the number of audited items. Any item found not in compliance with the Contract terms will be provided by OSU to Contractor in a letter of non-compliance. This letter will identify items not in compliance with the Contract terms; provide the date of the audit, and screenshots of the Contractor's on-line catalog for said items.

Promptly after receiving OSU's non-compliance letter, Contractor will perform an item level audit to OSU, in electronic form (Excel) listing each sales transaction for said item(s). Contractor will do this audit for the entire Contract life, from start to current date. Contractor will issue immediate credit to the ordering Approved User(s) for all overcharges.

- 3) BUSINESS REVIEWS: Contractor will participate in bi-annual business reviews. Business Reviews will be scheduled by the Contract Administrator and will include attendance by OSU representatives and Contractor's Regional Directors. The reviews may include discussion of Contract terms and conditions, performance metrics, work performed under the Contract, financial data, proposal of contract improvements for increased service or lower costs, any potential changes to the Contract and any elevated Approved User issues.

Q. REPORTING REQUIREMENTS:

Contractor agrees to report the following summary data to the Contract Administrator on a quarterly basis.

- Total purchases on the Contract, by month, for the quarter, OSU-specific
- Total purchases on the Contract, by month, for the quarter, for all Approved Users
- Review of top 1000 items sold under the Contract, by dollar amount, sold for the quarter.
- Review of top 1000 items sold under the Contract, by item quantity, sold for the quarter.

Contractor will include the following in the quarterly reports:

- Approved User (Customer) Entity Name
- Product Category
- Item Description
- Manufacturer Name
- Manufacturer Part Number
- UPC
- Unit of Measure
- Quantity Shipped
- Date Shipped
- List Price
- Invoice Price
- Core Item Flag (indicates if item is on the Core list)

The Contractor shall also provide the monthly service level agreement reports in Excel spreadsheet format as outlined below:

- On-Time Delivery Rate = Number of orders delivered complete within the 24 hour requirement divided by total number of orders delivered.
- Order Fill Rate = Number of orders with order fill rate of more than 95% divided by total number of orders.
- Backorder Fill Rate = Confirmation of orders shipped within five (5) calendar days of original order with a description of special circumstances that justify backorders filled outside that time period. Details of non-compliance may be requested.
- Order Accuracy Rate = Number of orders with order accuracy rate of more than 98% divided by total number of orders.
- Total Number of Orders Placed, Total Dollar Value of Orders Placed and Average Value of Orders Placed by OSU
- Total Number of Orders Placed, Total Dollar Value of Orders Placed and Average Value of Orders Placed by all Approved Users.

The report requirements can be modified at the discretion of the Contract Administrator.

Failure to provide quarterly sales reports, within thirty (30) calendar days following the end of each quarter (January, April, July, and October), or failure to provide the monthly service level agreement reports, may result in OSU viewing the Contractor as being in default and may result in OSU's termination of the Contract. Quarterly submissions of the Contract Reports shall be the responsibility of the Contractor without prompting or notification by the Contract Administrator. The Contractor shall submit the completed reports and send by email to the Contract Administrator.

3. PAYMENT:

A. Auto Pay Program. Contractor will participate in OSU's Auto Pay program in order to facilitate payment from OSU in as timely a manner as possible. Details on the OSU Auto Pay program can be reviewed on the OSU web site at <http://oregonstate.edu/fa/manuals/fis/408>. Auto Pay requires a very specific method of billing, with which Contractor agrees to adhere:

- a. Billing: Contractor shall submit billing on a monthly or bi-monthly basis to:
OSU Accounts Payable
Attn: Bezunesh Abebe or Rose Hamilton
PO Box 1086
Corvallis, OR 97339
- b. Billing Shall Include:
 - A legible electronic statement in .pdf or .tif format.
 - All invoices listed on the statement in electronic format .pdf or .tif.
 - An MS Excel spreadsheet listing all invoices submitted for payment in format indicated at item d.
- c. Invoice Detail: Information on Contractor's invoices shall at a minimum include the following information:
 - Printed name and signature of OSU staff making the purchase.
 - Full department name (no acronyms)
 - Telephone number
 - Six digit index number

Account codes belonging to OSU Foundation and Agricultural Foundation are not allowed through the Auto Pay Program. Invoices that do not include all information above or contain Foundation account codes may be denied payment. Contractor shall contact OSU Accounts Payable at (541) 737-4262 with any payment discrepancies.

d. Excel Spreadsheet Format:

- File Name Format:
[contractor name][weekyear].xls or [contractor name][monthyear].xls
- Example:

INVOICE #	INVOICE DATE	INDEX CODE	ACCT CODE	ACTV CODE	DESCRIPTION	INVOICE AMOUNT	DEPARTMENT	CONTACT NAME	PO #
254564	1/1/2011	BUS108	20102	BU66	Supplies	1110.20	Business	John Smith	PV0023456

B. GENERAL PAYMENT PROVISIONS.

Per section 3b, point 2, above, Contractor shall send invoices to OSU for goods and services delivered and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number or Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment remittance address.
- e. Payment Terms: Net 60.
- f. All payments will be paid either via Ghost Card or ACH payment.

Contractor shall send the packing list to OSU's Department Administrator or to the Department to which the goods or services were delivered if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU invoices shall be on terms of Net 60. After 75 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

4. ADMINISTRATIVE FEE.

Contractor shall pay OSU Procurement and Contract Services an administrative fee of 1% of the total gross revenue from the Contract. Total gross revenue includes any business generated from OSU or other public agencies using this under a permissive cooperative procurement. The administrative fee is to be included in the discount offered in the price proposal. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PaCS" and mailed to 644 SW 13th Street, Corvallis OR 97333. Payment shall include a report indicating Contractor's calculation of the gross revenue and the administrative fee. This administrative fee is designed to be invisible to the end users in that they will not see it as a separate, additional charge.

4. INSURANCE AND INDEMNIFICATION:

A. LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract in the amounts listed below.

- X Commercial General Liability
- X Professional Liability
- X Automobile Liability

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall ensure that OSU's employees and agents are included as additional insured in said insurance policy.

Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2011:	\$1,600,000.
July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

From commencement of the Contract term to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage:

Limit for any single claimant per occurrence:	\$100,100.
Limits for all claimants per occurrence:	\$500,600.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

B. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insured (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.

c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall

Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

5. GENERAL TERMS AND CONDITIONS:

A. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at anytime. Contractor shall bear the full cost of such independent third-party audit.

B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS.

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

D. COMPLIANCE WITH APPLICABLE LAW.

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. EXPORT CONTROL.

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

H. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

I. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

J. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

K. MERCHANT EXPO.

The Contractor shall participate in the annual OSU Merchant Expo. The Contractor is required to rent at least one booth and provide a \$1,000 sponsorship to the event. The OSU Merchant Expo is a vendor fair designed to allow OSU contractors, local vendors and other suppliers the opportunity to rent booth space and exhibit, market and provide information about their goods and services with interested OSU faculty and staff. The OSU Merchant Expo is facilitated by OSU Procurement and Contract Services and information and registration is offered through the Procurement and Contract Services website at www.pacs.oregonstate.edu.

L. MWESB REPORTING LANGUAGE PROVISION.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

Disabled Veteran Enterprise means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration

to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

Disadvantaged Business Enterprise (DBE) is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

Emerging Small Business, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

Minority Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

Women Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

M. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

OSU Contract Administrator
Jodi Pitzer, CPM
Purchasing Analyst
644 SW 13th Street
Corvallis, OR 97333
541-737-3301
541-737-2170 Fax
Jodi.pitzer@oregonstate.edu

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
[Phone Number]
[Fax Number]
[E-Mail Address]

N. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

O. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

P. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

Q. PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

R. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

S. INSPECTIONS:

Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

T. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. A hazardous chemical is any chemical which is a physical hazard or health hazard pursuant to 19 CFR 1910.1200 and its appendices, as incorporated by OAR 437-002-0360." Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required.

U. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

V. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

W. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

X. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

Y. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

Z. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

AA. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

6. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

SAMPLE

EXHIBIT 1

CORE ITEMS LIST

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SAMPLE

SAMPLE

CORE ITEMS LIST

ONLY

Class	Category	UNITED STATIONERS SKU	DESCRIPTION	UM	UNITS
D	INK / TONER	HEWQ2612A	HP TONER Q2612A BLK	EA	402
D	INK / TONER	HEWE505A	HP TONER CE505A BLACK	EA	272
D	INK / TONER	HEWC4096A	HP TONER C4096A BLK	EA	241
D	INK / TONER	HEWC6578DN	HP INK 78 TRI CLR	EA	210
D	INK / TONER	HEWC9348FN	HP INK 96 TWIN BLK	PK	207
D	INK / TONER	HEWC8767WN	HP INK 96 BLK	EA	201
D	INK / TONER	HEWCB436A	HP TONER CB436A BLK	EA	196
D	INK / TONER	HEWQ5949A	HP TONER Q5949A BLK	EA	189
D	INK / TONER	HEWQ7553A	HP 7553ATONER CARTRIDGE BLK	EA	180
D	INK / TONER	HEWQ6470A	HP TONER Q6470A BLK	EA	173
D	INK / TONER	HEWC4127X	HP TONER C4127X HC BLK	EA	164
D	INK / TONER	HEWC9219FN	HP INK 56 TWIN BLK	PK	155
D	INK / TONER	LEX24015SA	TONER,LASER,LEXMARK E232,BLACK	EA	150
D	INK / TONER	C9349FN	HP INK 97 TWIN TRI CLR	PK	145
D	INK / TONER	HEWQ5950A	HP COLOR LASER CTG	EA	138
D	INK / TONER	HEWC7115A	HP TONER C7115A BLK	EA	136
D	INK / TONER	HEWQ5942A	HP TONER Q5942A BLK	EA	133
D	INK / TONER	HEWC9353FN	HP INK 96 97 COMBO BLK CLR	PK	133
D	INK / TONER	HEWCC364A	HP TONER BLACK CC364A	EA	128
D	INK / TONER	HEWQ6000A	HP TONER Q6000A BLK	EA	102
D	INK / TONER	HEWCB540A	HP TONER CB540A BLACK	EA	92
D	INK / TONER	HEWCB542A	HP TONER CB542A YELLOW	EA	86
D	INK / TONER	HEWCB543A	HP TONER CB543A MAGENTA	EA	80
D	INK / TONER	HEWQ5949X	HP LJ BLK TONER CART Q5949X	EA	76
D	INK / TONER	HEWCE505X	HP TONER CE505X BLACK	EA	75
D	INK / TONER	HEWQ2670A	HP TONER Q2670A BLK	EA	74
D	INK / TONER	HEWQ2610A	HP TONER Q2610A BLK	EA	72
D	INK / TONER	HEWCC530A	HP TONER CC530A BLACK	EA	71
D	INK / TONER	HEWQ1338A	HP TONER Q1338A BLK	EA	71
D	INK / TONER	HEWQ6472A	HP TONER Q6472A YLW	EA	71
D	INK / TONER	HEWCC532A	CC532A YELLOW	EA	69
D	INK / TONER	HEWC9720A	HP TONER C9720A BLK	EA	67
D	INK / TONER	HEWCC531A	HP TONER CC531A CYAN	EA	67
D	INK / TONER	HEWQ5951A	HP COLOR LASER CTG	EA	66
D	INK / TONER	HEWQ6473A	HP TONER Q6473A MAG	EA	66
D	INK / TONER	HEWQ7551A	HP TONER Q7551A	EA	65
D	INK / TONER	HEWCC533A	HP TONER CC533A MAGENTA	EA	63
D	INK / TONER	HEWQ6471A	HP TONER Q6471A CYN	EA	61
D	INK / TONER	HEWC8061X	HP C8061X BLACK CARTRIDGE	EA	55
D	INK / TONER	HEWQ6511A	HP TONER Q6511A BLK	EA	54
D	INK / TONER	HEWQ5952A	HP COLOR LASER CTG	EA	52
D	INK / TONER	HEWQ5953A	HP COLOR LASER CTG	EA	51

SAMPLE

CORE ITEMS LIST

ONLY

Class	Category	UNITED STATIONERS SKU	DESCRIPTION	UM	UNITS
D	INK / TONER	LEXE250A11A	TONER,E250/E350/E352,3.5K,BLK	EA	50
D	INK / TONER	HEWC8543X	LASER TONER BLACK EACH	EA	45
D	INK / TONER	HEWC9723A	HP TONER C9723A MAG	EA	43
D	INK / TONER	HEWQ5942X	HP TONER Q5942X	EA	42
D	INK / TONER	HEWQ2671A	HP TONER Q2671A CYN	EA	41
D	INK / TONER	HEWC9721A	HP TONER C9721A CYN	EA	40
D	INK / TONER	HEWC9722A	HP TONER C9722A YLW	EA	38
D	INK / TONER	HEWQ7553X	HP 53X TONER CARTRIDGE	EA	37
D	INK / TONER	HEWQ7551X	CARTRIDGE LSRJET BK 6HY	EA	31
D	INK / TONER	HEWC9730A	HP CLR LJ 5500 TONER-BLACK	EA	28
D	INK / TONER	HEWC9733A	HP CLR LJ 5500 TONER-MAGENT	EA	25
D	INK / TONER	HEWCC364X	TONER,HP CC364X,BLACK	EA	25
D	INK / TONER	HEWQ7582A	CARTRIDGE,TONER,HP Q7582A,YLW	EA	25
D	INK / TONER	HEWCE257A	TONER,HP CLJ Q01/02/03,3PK,CLR	PK	25
D	INK / TONER	HEWQ7581A	CARTRIDGE,HP Q7581A,LSRJ,T,CYAN	EA	25
D	INK / TONER	HEWC9732A	HP CLR LJ 5500 TONER-YELLOW	EA	23
D	INK / TONER	HEWC9731A	HP CLR LJ 5500 TONER-CYAN	EA	21
D	INK / TONER	HEWCE251A	HP TONER CE251A CYAN	EA	20
D	PAPER	GENERIC	PAPER,COPY,8.5X11,104 BRT,BOND	CA	36,098
D	PAPER	PAC103026	PAPER,CONST,WHITE,9X12	PK	18,704
D	PAPER	GENERIC	SCHOOL COPY PPR,8.5X11,104",WH	CA	18,129
D	PAPER	PAC103058	PAPER,CONST,WHT,12X18	PK	11,953
D	PAPER	XER3R11053	PAPER,COPY,8.5X11,YEL,5M/CT	RM	10,391
D	PAPER	XER3R11050	PAPER,COPIER,20#,LTR,BLU,500SH	RM	8,719
D	PAPER	GENERIC	PAPER,COPY,8.5X11,5M/CT,GRN	RM	8,303
D	PAPER	PAC103589	PAPER,CONST,9X12,WHT	PK	8,124
D	PAPER	PAC103029	PAPER,CONST,BLACK,9X12	PK	7,557
D	PAPER	PAC103004	PAPER,CONST,YEL,9X12	PK	7,491
D	PAPER	PAC103613	PAPER,CONST,12X18WHTGW	PK	6,865
D	PAPER	XER3R11052	PAPER,COPY,8.5X11,PNK,5M/CT	RM	6,242
D	PAPER	PAC103061	PAPER,CONST,BLK,12X18	PK	5,324
V	PAPER	PAC103002	PAPER,CONST,ORN,9X12	PK	4,461
D	PAPER	XER3R11059	PAPER,COPY,500-CT,8.5X11,LILAC	RM	4,408
D	PAPER	GENERIC	PAPER,COPY,8.5X11,5/CA,WHITE	CA	4,007
V	PAPER	PAC103022	PAPER,CONST,BLUE,9X12	PK	3,844
V	PAPER	PAC102960	PAPER,CONST,9X12,SC,HOL/GREEN	PK	3,698
V	PAPER	PAC103016	PAPER,CONST,SKYBLUE,9X12	PK	3,673
D	PAPER	PAC103036	PAPER,CONST,YEL,12X18	PK	3,558
D	PAPER	GENERIC	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	3,518
D	PAPER	XER3R11055	PAPER,COPY,8.5X11,GRD,5M/CT	RM	3,356
D	PAPER	XER3R11058	8.5X11 SALMON 500-CT	RM	3,298
D	PAPER	GENERIC	OMX RECYCLED COPY REAM	RM	3,240

SAMPLE

CORE ITEMS LIST

ONLY

Class	Category	UNITED STATIONERS SKU	DESCRIPTION	UM	UNITS
V	PAPER	PAC103019	PAPER,CONST,PURP,9X12	PK	2,908
V	PAPER	PAC103607	PAPER,CONST,9X12,50SHTS,BLACK	PK	2,828
V	PAPER	PAC103631	PAPER,CONST,12X18BLKGW	PK	2,826
V	PAPER	GENERIC	PAPER,FLR,11X8.5,CR,150CT,3HP	PK	2,782
V	PAPER	PAC103592	PAPER,CONST,9X12,50SHTS,YELLOW	PK	2,696
V	PAPER	PAC103048	PAPER,CONST,SKYBLU,12X18	PK	2,253
V	PAPER	PAC103054	PAPER,CONST,BLUE,12X18	PK	2,224
D	PAPER	GENERIC	OMX COPY REAM 20# 11	RM	2,185
D	PAPER	XER3R11054	PAPER,COPY,8.5X11,BUF,5M/CT	RM	1,970
D	PAPER	-	ASPEN 30 11" REAM	RM	1,928
V	PAPER	PAC103594	PAPER,CONST,9X12,ORN	PK	1,813
D	PAPER	XER3R11060	PAPER,CPY,LTR,20#,CHERRY	RM	1,809
D	PAPER	WAU82211	VLM BRSTL67# 8.5X11 WHITE	PK	1,252
D	PAPER	CAS054901	ASPEN 30 20# 8.5X11 CS	CT	978
D	PAPER	CASOX9001	10-REAM CASE X-9 11"	CT	914
D	PAPER	CASMP2201CHE	CASCADE COPY PAPER	RM	733
D	PAPER	GENERIC	PAPER,COPY,WHITE TOP,10/CA	CA	550
D	PAPER	GENERIC	PAPER,COPY,8.5X11,104 BRT,BOND	CA	519
D	PAPER	CAS054922	ASPEN 100 20# 8.5X11 CS	CT	428
D	PAPER	GENERIC	PAPER,MULTIPURP,11",20#,108 BR	CA	340
D	PAPER	GENERIC	OMX COPY 10-R CASE	CT	280
D	PAPER	GENERIC	PAPER,COPY,OD,11X17,5CA,104BRT	CA	275
D	PAPER	CASMP1050	PPR,8.5X11,WE,X-9+,20#	CT	263
D	PAPER	GENERIC	PAPER,BLUETOP,CS W/HNDL,5RM	CA	225
D	PAPER	XER3R2047	PAPER,COPY,XEROX,8.5X11,10/CT	CT	170
D	PAPER	PAC67001	PAPER,AK,36X1000,WHT	RL	100
D	PAPER	HAM162008	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	50
D	PAPER	CASOZ9001PLT	PPR,X-9 20#,8.5X11,WE	PL	4
D	SUPPLIES	GENERIC	BOOK,CMP,GRPH,5Q,9.75X7.5,100C	EA	10,642
D	SUPPLIES	DIX13882	PENCIL,LEAD,TICONDEROGA,SOFT	DZ	10,120
D	SUPPLIES	BIN684012	PENCIL,COLORED,CRAYOLA,12BX	BX	8,468
D	SUPPLIES	GENERIC	BOOK,COMP,100SH,WD,9.75X7.5,MB	EA	6,570
V	SUPPLIES	-	SHARPENER,PENCIL,MANUAL,SNG HL	EA	6,411
D	SUPPLIES	QRTB12900962A	BOARD,DRY-ERASE,9X12,UNLINED	EA	6,087
D	SUPPLIES	WLJ36214W	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	5,743
D	SUPPLIES	SAN81505	ERASER,DRY ERASE,EXPO	EA	5,256
V	SUPPLIES	ESS31	CARD,INDX,WHITE,RULD,3X5,100PK	PK	5,148
D	SUPPLIES	GENERIC	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	5,024
D	SUPPLIES	GENERIC	PENCIL,#2,OD,72/BX	BX	4,949
D	SUPPLIES	MMM20901A	TAPE, MASKING,1"X60,BLUE	RL	4,434
D	SUPPLIES	GOJ965212EA	HAND SANTZR,INSTANT,8OZ,PUMP	EA	4,314
D	SUPPLIES	WLJ36234W	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	3,803

SAMPLE

CORE ITEMS LIST

ONLY

Class	Category	UNITED STATIONERS SKU	DESCRIPTION	UM	UNITS
D	SUPPLIES	RAC77182EA	WIPES,LYSOL,CITRUS SCENT,80CT	EA	3,678
D	SUPPLIES	GENERIC	BOOK,COMP,WR,100S,3PK	PK	3,437
D	SUPPLIES	GENERIC	BOARD,DISPLAY,TRFLD,36X48,WHIT	EA	3,418
V	SUPPLIES	-	CARD,INDEX,RLD,3X5,300PK,WHITE	PK	3,373
D	SUPPLIES	WLJ36244W	BINDER,OVERLAY,CLEAR,2",WHT	EA	3,279
V	SUPPLIES	GENERIC	NOTE,OD,1.5"X2",12PK,YELLOW	PK	3,158
D	SUPPLIES	BIN587708	MARKER,CLSC,CRAYOLA,8PK,ASTD	PK	2,994
V	SUPPLIES	PAP3331131	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	2,927
D	SUPPLIES	SAN30001	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	2,883
D	SUPPLIES	SAN80001	MARKER,CHISEL TIP,EXPO,DZ,BLK	DZ	2,865
D	SUPPLIES	BIN587808	MARKER,WASHABLE,BROAD,8CT,SET	ST	2,777
V	SUPPLIES	MMM65414AN	POST IT PLN NEON 3X3 14 PK	PK	2,707
D	SUPPLIES	SAN80074	MARKER,DRY ERASE,CHSELTIP,4COL	PK	2,664
D	SUPPLIES	SAN81803	CLEANER,BOARD,DRY ERASE,8 OZ	EA	2,551
D	SUPPLIES	EPIE556	GLUE STICK,CLASSROOM,30/PK	PK	2,516
V	SUPPLIES	GENERIC	CLIP,PAPER,SMTH,OD,JMB,100PK	BX	2,486
V	SUPPLIES	-	TAPE,MASKING,3/4X60YD,HLND	RL	2,450
V	SUPPLIES	LEO83150	CLIPBOARD,LETTER SIZE,2PK	PK	2,341
V	SUPPLIES	DIX13806	LEAD,PENCIL,SOFT,DZ,TICONDEROG	DZ	2,339
V	SUPPLIES	PAP3311131	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	2,174
V	SUPPLIES	SWI35108	STAPLE,1/4",SF1,15-25SHT,5M/BX	BX	2,153
V	SUPPLIES	GENERIC	TAPE,MASKING,OD,3/4"X60YD	EA	2,144
V	SUPPLIES	MMM260036A	TAPE,MASKING,HIGHLAND,1"X60YD	RL	2,142
D	SUPPLIES	GENERIC	NOTEBOOK,SPRL,70S,WD,6P,10.5X8	PK	1,953
V	SUPPLIES	PAP70502	ERASER,PCL,MED,PNK PEARL,3PK	PK	1,942
D	SUPPLIES	WLJ36249W	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	1,822
V	SUPPLIES	BIN587709	MARKER,FINE,CLASSIC,8/BX	ST	1,801
V	SUPPLIES	GENERIC	STAPLES,STANDARD,OD	BX	1,699
D	SUPPLIES	-	TAGBOARD,MAN,9X12,125LB,100PK	PK	1,661
V	SUPPLIES	GENERIC	CLIP,BINDER,MEDIUM,	BX	1,653
V	SUPPLIES	GENERIC	POSTERBOARD,22X28,WHITE,10PK	PK	1,621
V	SUPPLIES	GENERIC	PENCIL,#2,OD,12/PK	PK	1,550
D	SUPPLIES	GENERIC	NOTE,OD,3" X 3",18/PK,YELLOW	PK	1,493
D	SUPPLIES	GENERIC	NOTEBOOK,6PK,1SUBJ,COLLEGE RLD	PK	1,486
D	SUPPLIES	EPI1031	SHARPENER,PENCIL,MODEL,KS	EA	1,461
V	SUPPLIES	GENERIC	GLUESTICK,.70OZ,6PK,WHITE	PK	1,433
V	SUPPLIES	GENERIC	CLIP,BINDER,SMALL,12/BOX	BX	1,428
D	SUPPLIES	GENERIC	TAPE,ACITAPE,.75X1296",OD,10PK	PK	1,406
D	SUPPLIES	GENERIC	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	1,405
V	SUPPLIES	BIN543115053	PAINT,TEMPERA,16 OZ,WHT	EA	1,393
D	SUPPLIES	GENERIC	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	1,383
D	SUPPLIES	GENERIC	DUSTER,AIR,10OZ	EA	1,367

SAMPLE

CORE ITEMS LIST

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Class	Category	UNITED STATIONERS SKU	DESCRIPTION	UM	UNITS
D	SUPPLIES	GENERIC	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	1,365
V	SUPPLIES	GENERIC	CLIP,PAPER,#1,SMTH,OD,10PK	PK	1,352
D	SUPPLIES	SAN84001	MARKER,DRY ERASE,FINE,EXPO,BLK	DZ	1,344
D	SUPPLIES	SAN37001	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	1,339
D	SUPPLIES	WAU49311	90# WHITE INDEX	PK	1,338
V	SUPPLIES	GENERIC	DIVIDER,INSRT,OD,4ST,8T,ML-CLR	PK	1,320
D	SUPPLIES	SWI44401S	STAPLER,DESK,STD,FULL,BLACK	EA	1,306
D	SUPPLIES	COX15949EA	WIPES,DISINFECTANT,CLOROX	EA	1,297
D	SUPPLIES	SAN44001	TAPE,INVISIBLE,3/4X1000,10/PK	PK	1,277
D	SUPPLIES	AVE5160	LABEL,LSR,ADDR,WHT,3000CT	BX	1,260
V	SUPPLIES	GENERIC	FLUID,CORRECTION,OD,MULTI,WHT	EA	1,259
D	SUPPLIES	SAN80003	MARKER,CHISEL TIP,EXPO 2,BLUE	DZ	1,248
V	SUPPLIES	MMMC38BK	DISPENSER,TAPE,DSKTOP,3/4",BLK	EA	1,243
V	SUPPLIES	GENERIC	TAPE,MASK,OD,1"X60YD,3PK	PK	1,230
D	SUPPLIES	GBC3000004	LMNTNG ROLL,1.5MIL,25X500,2PK	PK	1,188
D	SUPPLIES	SAN22478	MARKER,SET,FLIP CHART,8 COLOR	ST	1,188
V	SUPPLIES	GENERIC	CLIP,BINDER,LARGE,2IN,12BX	BX	1,180
D	SUPPLIES	-	KLEENEX,FACIAL TISSUE,BUNDLE	PK	1,161
V	SUPPLIES	SWI35450	STAPLE,1/4",15-25 SHT,5000BX	BX	1,157
D	SUPPLIES	SAN83001	MARKER,DRY ERASE,BLACK	DZ	1,135
D	SUPPLIES	-	FILE,MAGAZINE,WG,6PK	PK	1,075
D	SUPPLIES	PAC9770	PAD,CHART,1"RULED,24X32,70SH	EA	1,074
D	SUPPLIES	-	MARKER,DRYERASE,EXPO,12PK,ASTD	DZ	425
D	SUPPLIES	TEXTI30XIIS	CALCULATOR,SCNTFC,SLR,TI-30XII	EA	400
D	SUPPLIES	FRKSA309	SPELLER,ELEC,W/THESAURS,SA-309	EA	300
D	SUPPLIES	PAP8430152	PEN,FLAIR,PNTGRD,DZ,BLK	DZ	300
D	SUPPLIES	EPI1670	SHARPNR,PENCIL,SCHOOL PRO	EA	225
D	SUPPLIES	GENERIC	PAD,EASEL,1",RULE,2PK,OD,WHITE	PK	225
D	SUPPLIES	MRC2930	TISSUE,FACIAL,FLATBX,30/CA,WHT	CA	200
D	SUPPLIES	GBC3126061	LMNTNG ROLL,1.5MIL,27X500,2PK	PK	150
D	SUPPLIES	EVEE91SBP36H	BATTERY,ENERGIZER MAX AA,36PK	PK	150
D	SUPPLIES	MMM810P10K	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	150
D	SUPPLIES	TEXTI83PLUS	CALCULATOR,GRAPHING,TI-83 PLUS	EA	50
D	SUPPLIES	EPI1606	SHARPENER,PENCIL,#41,3PRNG,BEI	EA	25

EXHIBIT 2

PRICE DISCOUNT STRUCTURE

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SAMPLE

**ATTACHMENT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Attachments and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone: (____) _____

Title: _____

Fax: (____) _____

FEIN ID# or SSN# (required): _____

Email: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**ATTACHMENT C
REFERENCES**

Top Three Corporate Accounts

Company Name	Contact	Location	Phone Number	Years of Service

Three Industry Accounts similar in size and scope

Company Name	Contact	Location	Phone Number	Years of Service

Three Former Accounts

Company Name	Contact	Location	Phone Number	Years of Service