

1 AGREEMENT

2 **29595**

3 THIS AGREEMENT is made and entered, in duplicate, as of March 16, 2006
4 for reference purposes only, pursuant to Resolution No. RES-06-0026 adopted by the City
5 Council of the City of Long Beach at its meeting held on March 14, 2006, by and between
6 OFFICE DEPOT, INC., a Delaware corporation, whose address is 225 Parkside Drive, San
7 Fernando, California 91340-3033 ("Contractor"), and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City
10 to make purchases under the purchasing contracts of other governmental agencies when
11 authorized by a resolution; and

12 WHEREAS, the City desires to purchase office supplies and equipment; and

13 WHEREAS, Los Angeles County has an existing contract for the purchase
14 of these items from Contractor which has been designated as Master Agreement No.
15 42595 (the "County Agreement"); and

16 WHEREAS, Resolution No. RES-06-0026 authorizes the City Purchasing
17 Agent to purchase these items from Contractor by virtue of the County Agreement;

18 NOW, THEREFORE, in consideration of the terms and conditions contained
19 in this Agreement, the parties agree as follows:

20 1. The County Agreement including all exhibits, attachments and
21 amendments, is attached to this Agreement as Exhibit "A" and is incorporated by this
22 reference, and the same terms and conditions contained in the County Agreement shall
23 be applicable to this Agreement except as follows:

24 a. Wherever the County Agreement refers to the County or any other
25 agency or person, it shall be deemed to refer to the City of Long Beach.

26 b. Contractor shall sell, furnish and deliver to the City the office
27 supplies and equipment as and when ordered by the City, in accordance with
28 Exhibit "A", not to exceed \$1,500,000, plus tax. To the extent that the

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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Long Beach, California 90802-4664
Telephone (562) 570-2200

1 County Agreement, this Agreement and Exhibit "A" are inconsistent, the
2 following priority shall govern: (1) this Agreement, (2) Exhibit "A", and (3) the
3 County Agreement.

4 c. Contractor is cautioned that many of the terms and conditions in
5 the County Agreement do not apply to the City because the City is a charter
6 city and is exempt from requirements that apply only to the County.

7 d. Delivery shall be made to the City of Long Beach, at various locations as
8 directed by the City.

9 e. All warranties shall accrue to the City of Long Beach.

10 2. Neither this Agreement nor any of the monies that become due to the
11 Contractor under the terms hereof may be assigned by the Contractor without the prior
12 written consent of the City Manager or his designee.

13 3. Any notices required under this Agreement shall be in writing and
14 personally delivered or deposited in the U.S. Postal Service, return receipt, addressed to
15 the Contractor at the address stated above, and to the City at 333 West Ocean Boulevard,
16 Long Beach, California 90802 Attn: City Manager.

17 4. The terms appearing on the back of City's Purchase Order are
18 incorporated herein. If there is a conflict between any term or condition in this Agreement
19 (including its attachment and exhibit) and the County Agreement, then this Agreement shall

City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 understanding between the parties and supersedes all other agreements, oral or written,
2 with respect to the subject matter of this Agreement. If there is any legal proceeding
3 between the parties to enforce or interpret this Agreement, including the County
4 Agreement, or to protect or establish any rights or remedies, the prevailing party shall be
5 entitled to its costs and expenses, including reasonable attorney's fees.

6 IN WITNESS WHEREOF, the parties have caused this document to be duly
7 executed with all of the formalities required by law on the date first stated above.

8 OFFICE DEPOT, Inc., a Delaware corporation
9 4. 21., 2006 By [Signature]
10 Pat Welch President
(Type or Print Name)

11 _____, 2006 By [Signature]
12 Jennifer L. Wong Secretary
(Type or Print Name)

13 Reviewed and approved as to form and legality
14 by: Office Depot Legal Department
15 Attorney/Paralegal: [Signature]
16 Date: April 17, 2006

"Contractor"
17 CITY OF LONG BEACH, a municipal corporation
18 By [Signature]
19 City Manager

"City"

20 This Agreement is approved as to form on 5/3, 2006.

21 ROBERT E. SHANNON, City Attorney
22 By [Signature]
23 Senior Deputy

EXHIBIT "A"

INTERNAL SERVICES DEPARTMENT

PURCHASING DIVISION

MASTER AGREEMENT

NO. 42595

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES



MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT

FOR OFFICE AND CLASSROOM SUPPLIES

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EXHIBITS

EXHIBIT A - PRICING AND DISCOUNTS

EXHIBIT B - VENDOR'S PROPOSAL (Not Attached)

EXHIBIT C - COUNTY'S REQUEST FOR PROPOSALS (Not Attached)

EXHIBIT D - VENDOR'S EEO CERTIFICATION

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT**

FOR OFFICE AND CLASSROOM SUPPLIES

1.0 PURPOSE

This Office and Classroom Supplies Master Agreement (hereafter "Master Agreement") is made and entered into by and between the County of Los Angeles (hereafter "COUNTY"), and Office Depot (hereafter "VENDOR").

WHEREAS, COUNTY AND VENDOR agree that VENDOR will offer to provide COUNTY, COUNTY employees and others as more fully described herein with Office and Classroom Supplies (Office Supplies only for COUNTY), hereafter sometimes referred to as the ("Product").

WHEREAS, VENDOR is in the business of selling and supplying Office and Classroom Supplies, and

WHEREAS, VENDOR is willing and able to offer, deliver, service and support the Product it offers to, COUNTY departments/divisions, COUNTY offices/organizations, COUNTY employees, and any other entities as set forth herein (hereafter "Customer(s)"). This document, together with the Exhibits identified in Paragraph 1.1 (Priority of Interpretation), defines the scope of this Agreement.

1.1 Priority of Interpretation

This document without Exhibits is referred to as the "Base Agreement." The Base Agreement and Exhibit A are attached to and form a part of this Master Agreement. Exhibits B and C, referenced below but not attached, are hereby incorporated herein by reference. Any reference throughout the Base Agreement and each of its Exhibits to the "Master Agreement" shall include the text located hereinafter, despite the Base

1. EXHIBIT A – PRICING AND DISCOUNTS
2. EXHIBIT B – VENDOR'S Proposal (Not Attached)
3. EXHIBIT C – COUNTY'S Request for Proposals (RFP/Not Attached)
4. EXHIBIT D - VENDOR's EEO Certification

1.2 Entire Master Agreement

This Master Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties,

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regarding this subject. COUNTY reserves the right to initiate change to any provision of the Master Agreement. All such changes shall be accomplished only by mutual signed Agreements, as provided under the Paragraph 1.2. No change hereto shall be valid unless in the form of a signed Amendment prepared and approved pursuant to Subparagraph 3.0 (Change Notices and Amendments).

2.0 DEFINITIONS:

The following terms shall have the following meaning and use herein. Capitalized terms used in this Master Agreement, not defined in this Paragraph 2.0 shall have the meaning ascribed to them elsewhere in this Master Agreement or in the Exhibits.

2.1 "Day(s)" means calendar day(s) unless otherwise specified.

2.2 "Eligible Vendor" identifies a Vendor whose evidences of insurance, as required by Paragraph 7.0 (Indemnification and Insurance), have all been received by the Internal Services Department (ISD) Purchasing Division, as set forth in Section 26.0 (Notices), and are valid and in effect at the time of a given Purchase Order solicitation under this Master Agreement.

2.3 Fiscal Year

"Fiscal Year" means the twelve (12) month period beginning July 1st and ending June 30th.

2.4 Normal Working Hours

"Normal Working Hours" means one of the following work schedules, according to individual COUNTY department policy, excluding COUNTY holidays:

- A. "5/40" which is normally eight (8) hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;
- B. "9/80", which is a flexibly arranged nine (9) hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or

- C. "4/40", which is a flexibly arranged ten (10) hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

2.5 Master Agreement

"Master Agreement" means COUNTY's standard agreement entitled "Office and Classroom Supplies Master Agreement," as specified in Paragraph 1.1, copies of which are separately executed between COUNTY and individual Qualified Vendors, and which sets forth the terms and conditions for the provision of Office and Classroom Supplies, Master Agreement to COUNTY. COUNTY shall execute Master Agreements with as

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many vendors as COUNTY deems qualified and appropriate for COUNTY needs. All Master Agreements shall be undertaken with terms of equal duration as set forth in Paragraph 5.0 (Terms of Agreement). Undertaking this Master Agreement does not grant any right to compensation to VENDOR, or to vendors in the aggregate.

3.0 CHANGE NOTICES AND AMENDMENTS

3.1 Master Agreement Changes:

- 3.1.1 For any change which affects the period of performance, payments, or any term condition included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR's originally executing Authorized Officials, or designees.
- 3.1.2 For any change which does not affect the, period of performance, payments, or any rights or obligations of this Master Agreement, a Change Notice shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR.

4.0 WORK

~~VENDOR shall fully complete and timely deliver pursuant to standards requirements~~

consideration, for any reason whatsoever, may occur without COUNTY's express prior written approval.

If any such assumption, takeover, or unauthorized performance does occur without such prior written approval, this Agreement will become void for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which COUNTY may pursue any lawful remedy.

4.2 Assignment and Subcontracting

VENDOR shall not assign its rights, delegate its duties or subcontract any performance of our Agreement without the express prior written consent of COUNTY. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate the Agreement in accordance with the provisions of paragraph 17.0 (TERMINATION BY DEFAULT).

4.3 Time is of the Essence

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Time is of the Essence. If any anticipated or actual delays arise, VENDOR shall immediately so notify COUNTY. Regardless of notice if deliveries are not made at the time agreed upon, COUNTY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 17.0 (TERMINATION BY DEFAULT).

5.0 TERM OF AGREEMENT

5.1 Term

This Master Agreement shall go into effect for a four (4) year period effective January 2, 2006 as indicated on the signature page hereof and shall expire at the close of COUNTY business on January 1, 2010, unless sooner terminated, in whole or in part, as provided herein.

5.2 Extension

5.2.1 The COUNTY's Purchasing Agent may exercise the option to extend the Master Agreement period for two (2) additional twelve (12) month periods as set forth in Paragraph 3.0 (Change Notices and Amendments), of this Master Agreement.

5.2.2 COUNTY shall notify VENDOR of any determination to extend this Agreement no less than thirty (30) days prior to the beginning of this relevant option year.

6.0 METHOD OF PURCHASE, INVOICING AND PAYMENTS

6.1 Purchase Order(s)

6.1.1 COUNTY shall purchase the items listed herein by issuance of a formal purchase order. Such purchase order shall contain the terms and conditions applicable for that purchase, notwithstanding anything herein to the contrary. The purchase order, as specifically noted, shall govern and control the applicable purchase. Preprinted additional or different terms and conditions on the purchase order will be of no force or effect.

6.1.2 VENDOR shall not deliver products and/or goods to COUNTY as loaner equipment or for trial unless and until a "No Charge" purchase order and loan agreement is received by VENDOR from COUNTY's ISD - Purchasing Division.

6.2 Prices, Discounts and Changes

6.2.1 Vendor agrees for the period of this Agreement that prices for products covered herein will be based on a Discount from Manufacturers' current published price lists or Cost Plus Percentage, except for those identified in EXHIBITS A and A-1 as Core Products. Price changes (increases) from price lists will be allowed only on a semi-annual basis on January 1st and July 1st of each contracting year.

6.2.2 Vendor shall advise the Los Angeles County ISD Purchasing Division in writing of any proposed price increases or manufacturer's discount structure changes, identifying Agreement by number, providing a copy of the proposed price list and/or acceptable evidence of change in manufacturers discount structure. VENDOR will be responsible for furnishing and delivering approved price lists to all County departments and other participating government entities. It also shall be VENDOR's responsibility to keep COUNTY and participating government entities informed of any other changes.

6.3 Warranty and Product Compliance

6.3.1 All equipment provided to COUNTY must be brand new, unused, and be approved by either U.L., L.A. City Testing Lab, Factory Mutual Corp, or ETL testing labs. Further, equipment provided to COUNTY shall meet other such standards as the COUNTY may require.

6.4 Invoices and Payment Terms

6.4.1 In no event shall the COUNTY be liable for any late fees or charges.

6.4.2 Invoices shall bear upon their face the Purchase Order number which appears in the upper right-hand corner hereof. Invoices must state what they cover, as the case may be, complete or partial delivery, and must show unit and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepared in full to destination.

6.4.3 Unless otherwise set forth on the applicable purchase order, payment terms are net thirty (30) days from receipt of a properly prepared and submitted invoice. Invoices shall only be issued after COUNTY's acceptance of the goods and/or products. Discounts shall be set forth herein.

6.5 Product Pricing and Maintenance

6.5.1 VENDOR will be solely responsible for the maintenance of the Agreement and will document all additions, deletions, manufacturers' discontinuances of products, and all associated variables, including pricing revisions. Any changes, substitutions, additions,

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deletions and/or pricing revisions must be reviewed and approved by the COUNTY and VENDOR in writing prior to any inclusion to the Agreement.

6.5.2 COUNTY's Purchasing Agent designee will notify VENDOR in writing of formal approval within seven (7) days after VENDOR submittal of any change to the catalogs.

6.5.3 Said notification and approval shall be binding upon the COUNTY and VENDOR. Upon such approval the Agreement shall be deemed to be amended to include such Changes. All documentation and formal approvals and revised copies of the effected Agreement page(s) reflecting current release revisions will be submitted to:

COUNTY OF LOS ANGELES
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analyst II

6.5.4 COUNTY'S Purchasing Agent designee will notify VENDOR of acceptance of any and all catalog revisions prior to any purchases. Notification shall be sent to:

Office Depot
Business Services Division
13405 Kildare Place
Bradenton, FL 34202
Attn: David Swanstrom, Director of Local Government Services

6.5.5 Catalogs shall have complete descriptions of each item.

6.6 Independent CONTRACTOR Status

6.6.1 This Master Agreement is by and between COUNTY and VENDOR and is not intended



7.2 Insurance

Without limiting VENDOR's indemnification of COUNTY, and during the term of this Agreement, VENDOR shall provide and maintain at its own expense the below-described programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificates or other evidence of coverage shall be delivered to:

County of Los Angeles
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analysts II

Prior to commencing performance under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

7.3 Liability Insurance

7.3.1 Any and all insurance described below shall be endorsed naming the County of Los Angeles as an additional insured, and shall include:

7.3.2 General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad form property damage, independent contractors, and personal and advertising injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

A. If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit.

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B. If written on a claims made form, the VENDOR shall provide an extended two (2) year reporting period commencing upon expiration or termination of this Agreement.

7.3.3 Comprehensive Auto Liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

7.3.4 A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code including employer's liability with a limit no less than One Million Dollars (\$1,000,000), covering all persons performing work

8.1. Publicity

VENDOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing VENDOR' need to identify its services and related clients to sustain itself, COUNTY shall not inhibit VENDOR from publishing its role under this Agreement, with the following conditions:

- A. VENDOR shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, VENDOR shall neither, authorize another to, nor publish or disseminate any commercial advertisements, press release, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Purchasing Agent. COUNTY shall not unreasonably withhold written consent, and approval by COUNTY may be assumed in the event no adverse comments are received in writing within two (2) weeks after submittal of written request for such consent.
- C. VENDOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.0 shall apply.

9.0 EMPLOYMENT ELIGIBILITY VERIFICATION

VENDOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. VENDOR shall indemnify, defend, and hold harmless COUNTY, its officers, participating government agencies and employees from and against any emptier sanctions and any other liability which may be assessed against VENDOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work

Reviewed and approved as to form and legality
by: Office Depot Legal Department

Attorney / Paralegal: [Signature]

Date: 11/29/05

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. VENDOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

13.0 SEVERABILITY

If any provision of this Master Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Master Agreement shall be materially impaired thereby.

14.0 HIRING POLICIES

14.1 Prohibition of Hiring

VENDOR and COUNTY agree that, during the term of this Agreement and for a period of six (6) months following its termination, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

15.0 TERMINATION FOR GRATUITIES

COUNTY may, by written notices to VENDOR, terminate the right of VENDOR to proceed under this Master Agreement upon one (1) day's written notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by, or any agent or representative of VENDOR, to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respects to the performing, of such contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against VENDOR as it could pursue in the event of default by VENDOR.

16.0 TERMINATION FOR INSOLVENCY

COUNTY may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- A. Insolvency of VENDOR. VENDOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not VENDOR is insolvent within the meaning of such laws.

- B. The filing of a voluntary or involuntary petition regarding VENDOR under the Federal Bankruptcy Code.
- C. The appointment of a Receiver or Trustee for VENDOR.
- D. The execution by VENDOR of a general assignment for the benefit of creditors.

The rights and remedies of COUNTY provided in this Paragraph 16.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

17.0 TERMINATION FOR DEFAULT

COUNTY may, by written notice to VENDOR, terminate the whole or any part of this Master Agreement if, in the judgment of COUNTY's Purchasing Agent:

- A. VENDOR has materially breached this Master Agreement as elsewhere provided herein; or
- B. VENDOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement hereunder; or
- C. VENDOR has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by COUNTY as elsewhere provided.

VENDOR shall not be liable for any excess costs if its failure to perform under this Master Agreement arises from force majeure, i.e., causes beyond the control and

This Master Agreement, may be terminated, when such action is deemed by COUNTY to be in its best interest. Termination shall be effected by delivery to VENDOR of a notice of termination specifying the extent to which performance of Agreement is

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terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of termination, VENDOR shall submit its termination claim and invoice to COUNTY, in the form and with any certifications as may be prescribed by COUNTY. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of VENDOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount if any, due to VENDOR in respect to the termination, and such determination shall be final. When such determination is made, COUNTY shall pay VENDOR the amount so determined.

VENDOR shall honor purchase orders accepted on or before the effective date of termination.

19.0 TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE

VENDOR's stability was and/is a primary basis for entering into and continuing with this Agreement, therefore, COUNTY may terminate this Agreement by thirty (30) days written notice should vendor fail to continue to do business in the ordinary course.

20.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Master Agreement, representatives of COUNTY conduct an audit of VENDOR regarding the work performed under this Master Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to VENDOR, then the difference shall be either repaid by VENDOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY, deducted from any amounts due to VENDOR from COUNTY. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to VENDOR, then the difference shall be paid to VENDOR by COUNTY by cash payment.

21.0 CONFLICT OF INTEREST

No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by VENDOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, VENDOR, may in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to influence COUNTY's approval or ongoing evaluation of such work.

VENDOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. VENDOR warrants that it is not now aware of any facts which create a conflict of interest. If

~~VENDOR hereafter becomes aware of any facts which might reasonably be expected to~~

Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

26.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addressee:

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If to COUNTY: County of Los Angeles
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analyst II

If to VENDOR: Office Depot
Business Services Division
13405 Kildare Place
Bradenton, FL 34202
Attn: David Swanstrom, Director of Local Government Services

Addresses may be changed upon ten (10) days prior written notice.

27.0 AUTHORIZATION WARRANTY

VENDOR represents and warrants that the person executing this Agreement for VENDOR is an authorized agent who has actual authority to bind VENDOR to each and every term, condition and obligation of this Agreement and that all requirements of VENDOR have been fulfilled to provide such actual authority.

28.0 VARIATION OF TERMS

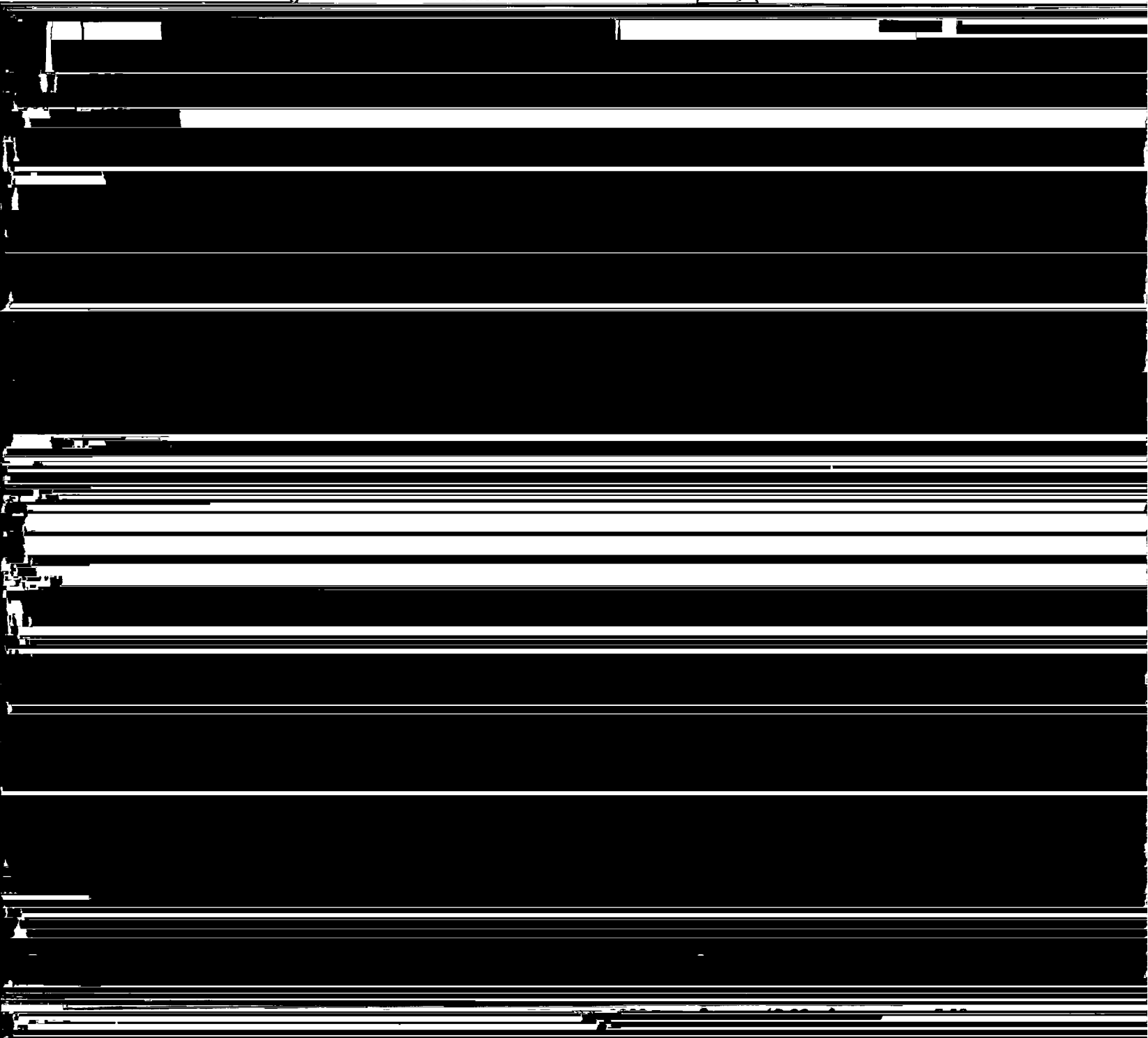
The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any acknowledgements, invoices or such other documents submitted by VENDOR. Any addendum hereto shall become binding upon the parties only after signature by authorized representatives of both parties.

29.0 CANCELLATION OF ORDERS

COUNTY may cancel any purchase order with respect to any Supplies or Product ordered without incurring any cancellation charges by giving VENDOR notice of such cancellation at least ten (10) days prior to the scheduled delivery date specified in COUNTY's order.

30.0 NON-EXCLUSIVITY

This Agreement is non-exclusive and shall not in any way preclude COUNTY from



regulations. VENDOR shall certify to, and comply with, the provisions of Exhibit A (VENDOR'S EEO Certification).

VENDOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay other forms of compensation, and selection for training, including apprenticeship.

VENDOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

VENDOR certifies that it is in compliance with all federal, state, and local laws, including, but not limited to:

- A. Title VI, Civil Rights Act of 1964;
- B. Section 504, Rehabilitation Act of 1973;
- C. Age Discrimination Act of 1975;

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- D. Title IX, Education Amendments of 1973, as applicable; and
- E. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

And that VENDOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

VENDOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 33.0 when so requested by COUNTY.

If COUNTY finds that any of the provisions of this Paragraph 33.0 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that VENDOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that VENDOR has violated the anti-discrimination provisions of this

34.0 CONSUMPTION REPORTS/ITEM NUMBERS/RESTRICTED PURCHASES

Each COUNTY department procurement office and participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address. VENDOR is required to furnish to the COUNTY'S Internal Services Department (ISD) - Purchasing Division, monthly computer based usage reports of purchases separated by individual COUNTY departments, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended. Usage reports listing items in alphabetical order and descending dollar volume order must also be furnished.

VENDOR must provide any other usage reports that COUNTY departments or participating agencies may require for their internal controls.

Computer generated requests for restricted items shall cause a message (on screen or verbally as appropriate) informing requestor of such restriction.

35.0 ORDERING REQUIREMENTS

VENDOR shall provide the ability for unlimited amount of users to order via on-line communication with the vendor's computer system by COUNTY-owned PC/CRT terminals and printers, or by FAX, telephone, direct mail or walk-in orders.

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VENDOR shall design an Input Screen/Order Form to be used on all orders (which may be supported by normal COUNTY Purchase Order Form). Cost of input form creation, programming, future changes or modifications, and maintenance shall be exclusively for VENDOR'S account.

36.0 PARTICIPATING MUNICIPALITIES

The COUNTY has designated U.S. Communities Purchasing and Finance Agency (U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under this Agreement. At COUNTY'S sole discretion and option, and upon VENDOR entering into the requisite U.S. Communities Administration Agreement, Participating Public Agencies may acquire items listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement, or lower. In no event shall COUNTY be considered a dealer, remarketer, agent or representative of VENDOR.

37.0 EXCLUSIONS:

The following items are excluded from purchase by the County of Los Angeles:

Classroom Supplies (including Arts & Crafts), Paper, Computers & Computer
Peripherals, Cameras, Film & Accessories, Photocopiers, Toner Products, Janitorial
Equipment & Supplies, Food Products, Refrigerators, Audio-Visual Equipment &
Supplies and Furniture.

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AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

IN WITNESS WHEREOF, the County of Los Angeles has caused this Agreement to be
subscribed by its Purchasing Agent and VENDOR has caused this Agreement to be
subscribed in its behalf by its duly authorized officer, this 2nd day of January, 2006.

AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

IN WITNESS WHEREOF, the County of Los Angeles has caused this Agreement to be subscribed by its Purchasing Agent and VENDOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer, this 2nd day of January, 2006.

COUNTY OF LOS ANGELES

By

Payton Price

Name: Payton Price

Title: Purchasing Agent Designee

VENDOR

By:

[Signature]

Name: ROBERT CETINA

VP

U.S. Communities
School Core

Effective January 2, 2006

SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
101562	FOOTBALL,RUBBER,JUNIOR SIZE	EA	1009	\$ 8.00	\$ 4.01
101571	NEEDLES,INFLATING,X-LONG	P3	1009	\$ 0.80	\$ 0.40
101624	PUMP,HAND,PLAS,10IN NEEDLE INC	EA	1009	\$ 3.20	\$ 1.60
101633	FOOTBALL,RUBBER,OFFICAL SIZE	EA	1009	\$ 8.50	\$ 4.26
101679	BALL,PLAYGROUND,RED,10INCH	EA	1009	\$ 4.70	\$ 2.24
101688	TETHERBALL,RUBBER	EA		\$ 11.00	\$ 5.30
101713	ROPE,JUMP,NYLON,16 FOOT	EA	1009	\$ 3.25	\$ 1.65
101722	SOCCERBALL,RUBBER,SIZE 3	EA	1009	\$ 6.60	\$ 2.94
101740	SOCCERBALL,RUBBER,OFFICIAL SZ	EA	1009	\$ 7.00	\$ 3.26
101777	VOLLEYBALL,OFFICIAL SZ,RUBBER	EA	1009	\$ 6.50	\$ 3.17
101795	ROPE,JUMP,NYLON,8 FOOT	EA	1009	\$ 1.70	\$ 0.95
101848	BALL,PLAYGROUND,6 IN,RED	EA	1009	\$ 3.10	\$ 1.36
101866	BALL,PLAYGROUND,13 IN,RED	EA	1009	\$ 9.00	\$ 4.77
102151	PAPER,CONST,18X24,SCR,GW	PK	959	\$ 11.60	\$ 2.51
102204	PAPER,CONST,18X24,GRYGW	PK	959	\$ 11.60	\$ 2.51
102231	PAPER,CONST,18X24,BLKGW	PK	959	\$ 11.60	\$ 2.51
102240	PAPER,CONST,18X24BLUGW	PK	959	\$ 11.60	\$ 2.51
102295	PAPER,CONST,18X24,GW,PINK	PK	959	\$ 11.60	\$ 2.51
102339	PAPER,CONST,18X24BRNGW	PK	959	\$ 11.60	\$ 2.51
102357	PAPER,CONST,18X24,MAG,GW	PK	959	\$ 11.60	\$ 2.51
102366	PAPER,CONST,18X24REDGW	PK	959	\$ 11.60	\$ 2.51
102419	PAPER,CONST,18X24,VIOGW	PK	959	\$ 11.60	\$ 2.51
102509	CARD,INDEX,BLNK,5X8,8PT,1C,WHT	PK	137	\$ 4.10	\$ 1.02
102543	PAPER,CONST,18X24,BLGRNGW	PK	959	\$ 11.60	\$ 2.51
102641	PAPER,CONST,18X24,GW,LT BLUE	PK	959	\$ 11.60	\$ 2.51
102696	PAPER,CONST,18X36,DGR GW	PK	959	\$ 11.60	\$ 2.51
102776	PAPER,CONST,18X24,GRN	PK	959	\$ 11.60	\$ 2.51
102801	PAPER,CONST,18X24,LGRGW	PK	959	\$ 11.60	\$ 2.51
102847	PAPER,CONST,18X24ORNGW	PK	959	\$ 11.60	\$ 2.51
102918	PAPER,CONST,18X24,GW,YELLOW	PK	959	\$ 11.60	\$ 2.51
102927	PAPER,CONST,18X24,GW,HOLRED	PK	959	\$ 11.60	\$ 2.51
102936	PAPER,CONST,9X12,WHT	PK	958	\$ 2.90	\$ 0.64
103203	PAPER,CONST,12X18BSCT	PK	958	\$ 5.80	\$ 1.26
103944	TAGBOARD,3/4RL,22.5X28.5,100PK	PK	966	\$ 59.99	\$ 18.13
103955	BOARD,TAG,PLAIN,22.5X28.5	PK	966	\$ 55.99	\$ 16.96
103971	TAGBOARD,3/4RULE,24X36,100PK	PK	966	\$ 79.49	\$ 24.12
104015	BOARD,TAG,PLAIN,24X36	PK	966	\$ 71.99	\$ 21.62
104024	BOARD,TAG,1/2IN RULE,22.5X28.5	PK	966	\$ 59.99	\$ 18.13
104042	RULER,YARDSTICK,WOOD,BRASS END	EA	1003	\$ 4.20	\$ 1.01

U.S. Communities
School Core

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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
105461	PAPER,CONST,12X18,48/PK,ASTD	PK	959	\$ 5.80	\$ 1.26
105470	PAPER,CONST,9X12,GW,ASTD	PK	959	\$ 2.90	\$ 0.64
107078	STAPLER,HEAVY DUTY,DELUXE	EA		\$ 73.49	\$ 47.25
107086	STAPLES,HEAVY DUTY,1/2IN	BX		\$ 3.60	\$ 1.06
116939	PENCIL,LEAD,W/ERASER,"MIRADO"	DZ	985	\$ 3.80	\$ 0.72
119503	CRAYON,3-5/8",CRAYOLA,24/BOX	BX	940	\$ 2.49	\$ 0.66
120527	ERASER,ARROWHEAD,72 COUNT	PK		\$ 5.25	\$ 2.12
121906	ROLL,ADD,2.75IN	RL		\$ 0.94	\$ 0.40
125984	DICTIONARY,ELEMENTARY,ILLUSTRA	EA		\$ 15.95	\$ 9.30
129791	CEMENT,RUBBER,4OZ BTL	EA	998	\$ 1.59	\$ 0.73
132423	RUBBER CEMENT THINNER PNT	PT		\$ 4.29	\$ 1.86
137144	MARKER,SCHOLASTIC,WASH,8PK	PK	947	\$ 4.85	\$ 1.87
137679	FILM,LAMINATING,12"X500',2/PK	OP	972	\$ 53.50	\$ 15.84
145007	WIPES,ANTISEPTIC,MMI	BX	1008	\$ 2.75	\$ 0.96
145123	COLD PACK,INSTANT,MMI	EA	1008	\$ 2.50	\$ 0.88
157104	MRKER ,FINE TIP,CLSPK,CRAYOLA	BX	9014	\$ 88.78	\$ 41.08
172684	PAPER DRAWING WHITE 9X12	RM	973	\$ 15.69	\$ 4.61
172692	PAPER,DRAWING,12X18,WHITE	RM	973	\$ 31.49	\$ 9.22
172700	PAPER,DRAWING,18X24,WHITE	RM	973	\$ 59.99	\$ 18.44
172718	PAPER DRAWING WHITE 9X12	RM	973	\$ 19.99	\$ 5.88
172726	PAPER,DRAWING,12X18,WHITE	RM	973	\$ 39.99	\$ 11.77
172734	PAPER DRAWING 18X24 WHITE	RM	973	\$ 77.49	\$ 23.53

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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
173492	PAPER,ART,BRN,36X1000	RL	963	\$ 209.80	\$ 64.35
173500	PAPER,ART,WHI,36X1000	RL	963	\$ 209.80	\$ 61.19
173518	PAPER,ART,BLK,36X1000	RL	963	\$ 209.80	\$ 59.83
173526	PAPER,ART,FESTIVE GRN,36XM	RL	963	\$ 209.80	\$ 69.67
173534	PAPER,ART,HOLRED,36XM	RL	963	\$ 209.80	\$ 65.15
173575	STICKERS,PRESTO,ST,1/2,AST	PK	970	\$ 1.79	\$ 0.71
173583	STICKERS,PRESTO,ST,1/2,BLU	PK	970	\$ 1.79	\$ 0.71
173591	STICKERS,PRESTO,ST,1/2,GLD	PK	970	\$ 1.79	\$ 0.71
173609	STICKERS,PRESTO,ST,3/4,GLD	PK	970	\$ 1.75	\$ 0.71
173617	STICKERS,PRESTO,ST,1/2,GRN	PK	970	\$ 1.79	\$ 0.71
173625	STICKERS,PRESTO,ST,1/2,RED	PK	970	\$ 1.79	\$ 0.71
173633	STICKERS,PRESTO,ST,3/4,RED	PK	970	\$ 1.75	\$ 0.71
173641	STICKERS,PRESTO,ST,1/2,SLV	PK	970	\$ 1.79	\$ 0.71
173658	STICKERS,PRESTO,ST,3/4,SLV	PK	970	\$ 1.75	\$ 0.71
173666	STARS,GUMMED,#2,1/2,BLUE	PK		\$ 0.95	\$ 0.35
173682	STARS,GUMMED,#2,1/2IN,GOLD	PK		\$ 0.95	\$ 0.35
173740	STARS,GUMMED,#2,1/2IN,RED	PK		\$ 0.95	\$ 0.35
173765	STARS,GUMMED,#2,1/2",SILVER	PK		\$ 0.95	\$ 0.35
173807	BORDER,ROLL,CORR,2.25X50FT,WHT	RL	963	\$ 2.50	\$ 1.22
173815	BORDER,ROLL,CORR,2.25X50FT,BRN	RL	963	\$ 2.50	\$ 1.22
173823	BORDER,ROLL,CORR,2.25X50',FLME	RL	963	\$ 2.50	\$ 1.22
173831	BORDER,ROLL,CORR,2.25X50FT,CAN	RL	963	\$ 2.50	\$ 1.22
173864	BORDETTE,2.25X50,EMRL	RL	963	\$ 2.50	\$ 1.22
173872	BORDETTE 2.25"X50'AZURE	RL	963	\$ 2.50	\$ 1.22
173880	BORDER,ROLL,CORR,2.25X50FT,BL	RL	963	\$ 2.50	\$ 1.22
173898	BORDER,ROLL,CORR,2.2X50FT,PK	RL	963	\$ 2.50	\$ 1.22
173906	BORDER,ROLL,CORR,2.25X50FT,BK	RL	963	\$ 2.50	\$ 1.22
173914	BORDETTE 2.25"X50'VIOLET	RL	963	\$ 2.50	\$ 1.22
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	BX	332	\$ 3.68	\$ 0.57
181586	PEN,BALL PT,MEDIUM,STICK,RED	BX	332	\$ 3.68	\$ 0.57
181610	PEN,BALL PT,FINE,STICK,BLUE	BX	332	\$ 3.68	\$ 0.57
181628	Q1 PEN,BALL PT,FINE,STICK,RE	BX	332	\$ 3.68	\$ 0.57
181636	PEN,BALL PT,FINE,STICK,BLACK	BX	332	\$ 3.68	\$ 0.57
182741	PEN,FLAIR,PNTGRD,BLK,12PK	DZ	344	\$ 19.44	\$ 8.20
182902	PEN,LIQUID,EXPRESSO,BLACK	EA		\$ 2.00	\$ 0.88
185249	PAPER,ART,FLMRD,36XM	RL	962	\$ 119.70	\$ 44.52
185306	PAPER,ART,OLD GOLD,36XM	RL	962	\$ 117.15	\$ 43.11
189662	CARD,INDX,RLD,5X8,8PT,1C/P,WHT	PK	137	\$ 4.10	\$ 0.55
192252	PAPER,TISSUE,20X30,20SHT,ASTD	PK	960	\$ 2.70	\$ 1.11

U.S. Communities
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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
192811	PEN,ZEB-ROLLER 2000,0.7MM,RED	EA		\$ 2.29	\$ 0.97
194191	BRUSH,WATERCOLOR,SIZE 4	EA	951	\$ 1.04	\$ 0.35
194241	BRUSH,ACRYLIC,EASEL,1/2INCH	EA	951	\$ 2.84	\$ 1.33
194308	BRUSH,ACRYLIC,EASEL,1/4INCH	EA	951	\$ 2.33	\$ 1.04
196292	SENTENCE STRIP,3X24IN,MANLA	PK		\$ 3.50	\$ 1.43
196363	PAPER,SENTC STRPS,KALEIDSCOPE	PK	995	\$ 4.35	\$ 1.92
200279	MARKER,PERM,3000,CHISEL PT,ORN	BX	994	\$ 9.60	\$ 1.60
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	994	\$ 14.40	\$ 4.61
204057	CLEANER,BOARD,DRY ERASE,8 OZ	EA	992	\$ 3.42	\$ 1.15
204156	MRKR,ST/D/ER,CHS,4CLR	ST	993	\$ 6.89	\$ 3.05

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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
230003	PAPER,CONST,SHKPNK,9X12	PK	956	\$ 3.67	\$ 0.92
230037	PAPER,CONST,LTGRN,18X24	PK	957	\$ 14.67	\$ 3.69
230086	PAPER,CONST,ROYBLU,18X24	PK	957	\$ 14.67	\$ 3.69
230102	PAPER,CONST,PURP,12X18	PK	956	\$ 7.34	\$ 1.84
230110	PAPER,CONST,PURP,18X24	PK	957	\$ 14.67	\$ 3.69
230136	PAPER,CONST,PURP,9X12	PK	956	\$ 3.67	\$ 0.92
230144	PAPER,CONST,LILAC,18X24	PK	957	\$ 14.67	\$ 3.69
230169	PAPER,CONST,SPRGGR,12X18	PK	956	\$ 7.34	\$ 1.84
230193	PAPER,CONST,SPRGRN,9X12	PK	956	\$ 3.67	\$ 0.92
230201	PAPER,CONST,PMPKN,12X18	PK	956	\$ 7.34	\$ 1.84
230235	PPR,CON,PUMPKIN,9X12	PK	956	\$ 3.67	\$ 0.92
230243	PAPER,CONST,ORNG,18X24	PK	957	\$ 14.67	\$ 3.69
230268	PAPER,CONST,DKGRN,18X27	PK	957	\$ 14.67	\$ 3.69
230284	PAPER,CONST,BLUE,18X24	PK	957	\$ 14.67	\$ 3.69
230300	PAPER,CONST,12X18,GW,H-RED	PK	958	\$ 5.80	\$ 1.26
230334	PAPER,CONST,9X12,HOLIDAY RED	PK	958	\$ 2.90	\$ 0.64
230367	PAPER,CONST,GOLD,12X18	PK	956	\$ 7.34	\$ 1.84
230391	PPR,CONST,GOLD,9X12	PK	956	\$ 3.67	\$ 0.92
230409	PAPER,CONST,TAN,18X24	PK	957	\$ 14.67	\$ 3.69
230425	PAPER,CONST,YEL,18X24	PK	957	\$ 14.67	\$ 3.69
230441	PPR,CONS,DKBRN,18X24	PK	957	\$ 14.67	\$ 3.69
230466	PAPER,CONST,WMBRN,18X24	PK	957	\$ 14.67	\$ 3.69
230482	PAPER,CONST,WHT,18X24	PK	957	\$ 14.67	\$ 3.69
230490	PAPER,CONST,WHT,24X36	PK	957	\$ 29.35	\$ 7.37
230508	PAPER,CONST,GRAY,18X24	PK	957	\$ 14.67	\$ 3.69
230540	PAPER,CONST,BLK,18X24	PK	957	\$ 14.67	\$ 3.69
230557	PAPER,CONST,BLK,24X36	PK	957	\$ 29.35	\$ 7.37
230565	PAPER,CONST,RED,18X24	PK	957	\$ 14.67	\$ 3.69
230581	PAPER,CONST,YLGRN,18X24	PK	957	\$ 14.67	\$ 3.69
230607	PAPER,CONST,FSTGR,18X24	PK	957	\$ 14.67	\$ 3.69
230623	PAPER,CONST,TURQ,18X24	PK	957	\$ 14.67	\$ 3.69
230649	PAPER,CONST,FSTRD,18X24	PK	957	\$ 14.67	\$ 3.69
230664	PPR,CONS,SCRLT,18X24	PK	957	\$ 14.67	\$ 3.69
230680	CHENILLE STEMS,ASSORTED PK	PK	955	\$ 2.20	\$ 0.87
231662	PAPER,TISSUE,20X30",LT PINK	QR	961	\$ 2.29	\$ 0.90
234800	BASKETBALL,MINI,RUBBER,ORANGE	EA	9068	\$ 6.00	\$ 2.76
234896	BASKETBALL,JR SIZE,RUBBER,ORG	EA	9068	\$ 7.00	\$ 3.18
234952	BASKETBALL,WOMENS SIZE,ORANGE	EA	9068	\$ 7.00	\$ 3.18
235056	BEAN BAGS, 4" X 4", VINYL,DZ	DZ	9069	\$ 10.00	\$ 4.77

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235064	BEAN BAGS, 5" X 5",VINYL,DZ	DZ	9069	\$ 12.00	\$ 5.83
235072	BEAN BAGS,ALPHABET,26SET	ST		\$ 38.00	\$ 16.96
235088	BEAN BAGS,COLORED, 8SET	ST	9069	\$ 13.00	\$ 5.83
235096	BEAN BAGS,NUMBERED,10SET	ST	9069	\$ 16.00	\$ 7.16
235104	BALL,PLAYGROUND,5" DIA., RED	EA	9068	\$ 2.60	\$ 1.27
235112	BALL,PLAYGROUND,7" DIA.,RED	EA	9068	\$ 3.20	\$ 1.54
235128	BALL,PLAYGROUND,16" DIA.,RED	EA	9068	\$ 12.00	\$ 6.15
235144	BALL,PLAYGROUND,8 1/2" DIA	EA	9068	\$ 4.50	\$ 2.17
245890	BOOK,COMPOSITION,WIDE RL,8.5X7	EA	981	\$ 1.49	\$ 0.52
246210	BOARD,RR,4PLY,PINK	EA	965	\$ 0.99	\$ 0.25
246425	BOARD,R/R,4PLY,AZREBL	EA	965	\$ 0.99	\$ 0.25
250811	SCISSORS,5",PNTD,SCH,QLTY	PR	1000	\$ 2.15	\$ 0.51
250969	SCISSORS,5IN,PLASTIC,RT/L,CRFT	PR		\$ 2.40	\$ 0.87
251074	BRUSH,TEMPERA,1/4INCH	EA	951	\$ 1.64	\$ 0.73
251082	BRUSH,TEMPERA,3/4INCH	EA	951	\$ 3.24	\$ 0.82
251090	BRUSH,TEMPERA,1INCH	EA	951	\$ 3.93	\$ 1.76
251132	BRUSH,W/C,PLASTIC, #3	EA	951	\$ 0.98	\$ 0.31
251173	BRUSH,W/C, PLASTIC, #7	EA	951	\$ 1.24	\$ 0.41
251272	CRAYON,PRANG,LARGE,16CT	BX		\$ 4.39	\$ 1.92
251389	CHALK,DUSTLESS,12/BOX,WHITE	BX	989	\$ 0.95	\$ 0.24
253032	TAGBOARD,MANILLA,12X18,125LB	PK	966	\$ 16.49	\$ 4.98
253050	PAPER,FILLER,RLD,16 SUB,RM,WHT	RM	976	\$ 9.29	\$ 2.60
256981	MARKER,DRY ERASE, EXPO II,RED	DZ		\$ 19.80	\$ 7.76
258011	MARKER,DRY ERASE,CHSL,EXPO,BRN	DZ		\$ 19.80	\$ 8.65
258321	MARKER,DRY ERASE,CHSL,EXPO,PUR	DZ		\$ 20.76	\$ 9.03
259251	MARKER,CHISEL TIP,EXPO2,BLACK	DZ	993	\$ 19.80	\$ 7.47
259271	MARKER,CHISEL TIP,EXPO 2,BLUE	DZ	993	\$ 19.80	\$ 7.47
259440	CHALK,STICK,12/BOX,ASSORTED	BX	989	\$ 1.05	\$ 0.38
260355	PAPER-FILLER,WNR,WIDE,20SUB,RM	RM	976	\$ 13.29	\$ 4.08
260382	TAGBOARD,MANILLA,9X12,125LB	PK	966	\$ 7.99	\$ 2.49
261201	PIPE-CLEANER,12IN,6MM,100,WHT	PK	955	\$ 2.20	\$ 0.87
265464	LOTION,CALAMINE,BAND-AID, 4OZ	EA	9133	\$ 10.99	\$ 4.03
265704	BANDAGE,GAUZE,KLING CONFORM	EA	9132	\$ 10.99	\$ 5.26
265800	PAD,GAUZE, 4"X4",25BX	BX	9132	\$ 8.99	\$ 4.89
266723	PENCIL,EXEC.#2,144CT	GS		\$ 27.40	\$ 11.58
267200	CRAYONS, WAX, REGULAR, 800CT	BX	9001	\$ 74.89	\$ 29.93
267208	CRAYONS, WAX, REGULAR, 400CT	BX		\$ 41.89	\$ 18.94
267240	CRAYONS,WAX,LARGE,400CT,ASST	BX	941	\$ 74.89	\$ 29.37
270785	PIPE-CLEANER 6" ASSORTED	PK		\$ 1.20	\$ 0.42

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270793	PIPE CLEANER, 6", WHITE,44PK	PK		\$ 1.20	\$ 0.42
272070	PAD SPELLING 3.5X10 40S	EA		\$ 0.90	\$ 0.32
272500	BOARD,POSTER,22X28,WHITE	EA	965	\$ 1.20	\$ 0.30
273532	PAPER,TISSUE,WHITE,20X30	QR	960	\$ 2.29	\$ 0.52
273540	PAPER,TISSUE,CANARY,20"X30"	QR	960	\$ 3.50	\$ 1.05
273664	PAPER,CONST,12X18WHTGW	PK	958	\$ 5.80	\$ 1.26
273672	PAPER,CONST,18X24,GW,WHT	PK	959	\$ 11.60	\$ 2.51
273698	PAPER,CONST,12X18,GW,GREEN	PK	958	\$ 5.80	\$ 1.26
273706	PAPER,CONST,9X12,GREEN	PK	958	\$ 2.90	\$ 0.64
273714	PAPER,CONST,12X18,YEL/GREEN,GW	PK	958	\$ 5.80	\$ 1.26
273730	PAPER,CONST,12X18,GW,DRK GRN	PK	958	\$ 5.80	\$ 1.26
273748	PAPER,CONST,9X12,DKGRN	PK	958	\$ 2.90	\$ 0.64
273755	PAPER,CONST,12X18,GW,LT BLUE	PK	958	\$ 5.80	\$ 1.26
273763	PAPER,CONST,9X12,LT BLU	PK	958	\$ 2.90	\$ 0.64
273771	PAPER CONST12X18BLU,GW	PK	958	\$ 5.80	\$ 1.26
273789	PAPER,CONST,9X12,50SHTS,BLUE	PK	958	\$ 2.90	\$ 0.64
273797	PAPER,CONST,12X18DBLGW	PK	958	\$ 6.19	\$ 1.26
273805	PAPER,CONST,9X12,DKBLUE	PK	958	\$ 2.90	\$ 0.64
273813	PAPER,CONST,12X18,GW,LT YEL	PK	958	\$ 5.80	\$ 1.26
273839	PAPER,CONST,12X18,GW,BLU GRN	PK	958	\$ 5.80	\$ 1.26
273847	PAPER,CONST,9X12,TURQ	PK	958	\$ 2.90	\$ 0.64
273854	PAPER,CONST,12X18SALGW	PK	958	\$ 5.80	\$ 1.26
273870	PAPER,CONST,12X18VIOGW	PK	958	\$ 5.80	\$ 1.26
273888	PAPER,CONST,9X12,VIOLET	PK	958	\$ 2.90	\$ 0.64
273896	PAPER,CONST,12X18,GW,RED	PK	958	\$ 5.80	\$ 1.26
273904	PAPER,CONST,9X12,RED	PK	958	\$ 2.90	\$ 0.64
273912	PAPER,CONST,12X18,GW,MAG	PK	958	\$ 5.80	\$ 1.26
273920	PAPER,CONST,9X12,MGNTA	PK	958	\$ 2.90	\$ 0.64
273938	PAPER,CONST,SKYBL,18X24	PK	957	\$ 14.67	\$ 3.69
273946	PAPER,CONST,12X18,GW,BROWN	PK	958	\$ 5.80	\$ 1.26

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274043	PAPER,CONST,12X18,GW,PINK	PK	958	\$ 5.80	\$ 1.26
274050	PAPER,CONST,9X12,PINK	PK	958	\$ 2.90	\$ 0.64
274068	PAPER,CONST,12X18,GW,SL GRAY	PK	958	\$ 5.80	\$ 1.26
274100	PAPER,CONST,12X18,GW,LIL	PK	958	\$ 5.80	\$ 1.26
274118	PAPER,CONST,9X12,LILAC	PK	958	\$ 2.90	\$ 0.64
274126	PAPER,CONST,12X18LTBRNGW	PK	958	\$ 5.80	\$ 1.26
274134	PAPER,CONST,9X12,LTBRN	PK	958	\$ 2.90	\$ 0.64
274142	PAPER,CONST,12X18,GW,LT RED	PK	958	\$ 5.80	\$ 1.26
274167	PAPER,CONST,12X18YELGW	PK	958	\$ 5.80	\$ 1.26
274175	PAPER,CONST,9X12,50SHTS,YELLOW	PK	958	\$ 2.90	\$ 0.64
274209	PAPER,CONST,12X18,GW,ORANGE	PK	958	\$ 5.80	\$ 1.26
274217	PAPER,CONST,9X12,ORN	PK	958	\$ 2.90	\$ 0.64
274225	PAPER,CONST,12X18,GW,LT GRN	PK	958	\$ 5.80	\$ 1.26
274233	PAPER,CONST,9X12,LT GRN	PK	958	\$ 2.90	\$ 0.64
274258	PAPR,CONST,18X24,AST	PK	959	\$ 11.60	\$ 2.51
274744	CRAYONS, WAX, REG SKIN 16CT	BX	9002	\$ 1.85	\$ 0.80
274792	CRAYONS, PRESSED, CRAYOGRAPH 8	BX	9005	\$ 3.15	\$ 1.22
274832	CRAYON, PRESSED, CRAYOGRAPH 24	BX	9005	\$ 7.94	\$ 3.24
274848	CRAYON, PRESSED, CRAYOGRAPH16	BX	9005	\$ 5.29	\$ 2.16
275168	PENCILS,COLORED,3.3MM,288CT	CA	9009	\$ 66.95	\$ 28.09
275208	ROPE,SPEED,8FT	EA	9068	\$ 1.80	\$ 0.95
275272	PINNIES-GOLD	EA	9069	\$ 2.20	\$ 1.17
275368	PINNIE-BLUE	EA	9069	\$ 2.20	\$ 1.17
275384	PINNIE-RED	EA	9069	\$ 2.20	\$ 1.17
275408	PINNIE-GREEN	EA	9069	\$ 2.20	\$ 1.17
275424	ROPE,SPEED,9FT,YELLOW	EA	9068	\$ 2.00	\$ 1.06
275448	ROPE,SPEED,10FT	EA	9068	\$ 2.40	\$ 1.17
275464	ROPE,SPEED,16 FT	EA	9068	\$ 3.00	\$ 1.59
275496	TAPE,MEASURING,100 FT/30M	EA	9069	\$ 10.00	\$ 5.04
275504	TAPE,MEASURING,50 FT/15M	EA	9069	\$ 7.00	\$ 3.45
275520	TAPE,MEASURING,100 FT/30M	EA		\$ 11.00	\$ 5.30
275576	TAPE,MEASURING,165 FT/50M	EA	9069	\$ 15.50	\$ 7.42
275600	TAPE,MEASURING,200FT/60M	EA		\$ 20.00	\$ 9.54
277944	MARKER,SET,FELT,WASHABLE,8-COL	ST	994	\$ 6.30	\$ 1.34
278457	MARKER,PRANG,WASHABLE,8COLORS	ST	9018	\$ 4.85	\$ 2.06
278515	MARKER,PRANG,WATERCOLOR,8 ASTD	ST	9013	\$ 3.59	\$ 1.56
279624	ERASER,PENCIL,CAP,144BOX	BX	986	\$ 10.59	\$ 2.10
279632	ERASERS,PINK BEVEL,MED,24BOX	BX	986	\$ 16.16	\$ 3.71
279856	RULER,SCHOOL,12"	EA	1003	\$ 0.54	\$ 0.14

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279904	STICK,METER,WOOD,CLR LAQUER	EA	1003	\$ 3.90	\$ 1.11
279920	RULER,SCHOOL,12",1"SCL	EA	1003	\$ 0.54	\$ 0.15
279936	RULER,SCHOOL,12",1/4"SCALE	EA	1003	\$ 0.54	\$ 0.15
280000	RULER,SCHOOL,12",1/8"SCALE	EA	1003	\$ 0.54	\$ 0.15
280080	RULER,METRIC,12",&16THS	EA	1003	\$ 0.84	\$ 0.35
281744	PENCILS,COLORED,SCHOLASTIC,12P	PK	944	\$ 2.80	\$ 1.21
281888	PENCIL,CLRD,3.3MM,SCHLSTC,24PK	PK	944	\$ 4.90	\$ 2.24
284794	GLUE,SCHOOL,ROSS,4OZ	EA		\$ 0.72	\$ 0.11
284950	GLUE,SCHOOL,ROSS,8OZ	EA		\$ 2.29	\$ 0.45
284992	GLUE,ROSS,8OZ,WHITE	EA	998	\$ 2.29	\$ 0.45
285031	GLUE,ROSS,QUARTS,WHITE	EA		\$ 6.89	\$ 1.51
285056	PASTE,ROSS,PINT,WHITE	EA		\$ 2.49	\$ 0.72
285080	GLUE,GALLON,WHITE	EA		\$ 15.99	\$ 4.58
285106	PASTE,ROSS,QUART,WHITE	EA		\$ 3.89	\$ 1.08
285122	GLUE,SCHOOL,ROSS,GALLON	EA		\$ 15.99	\$ 4.19
285270	GLUE,STICK,ROSS,7 OZ	EA		\$ 1.59	\$ 0.40
288923	PAPER,ART,ROLL,24X60,WHT	RL	963	\$ 12.35	\$ 4.77
289104	PAPER,FADELESS,24X60,FLAME	RL	963	\$ 12.35	\$ 4.77

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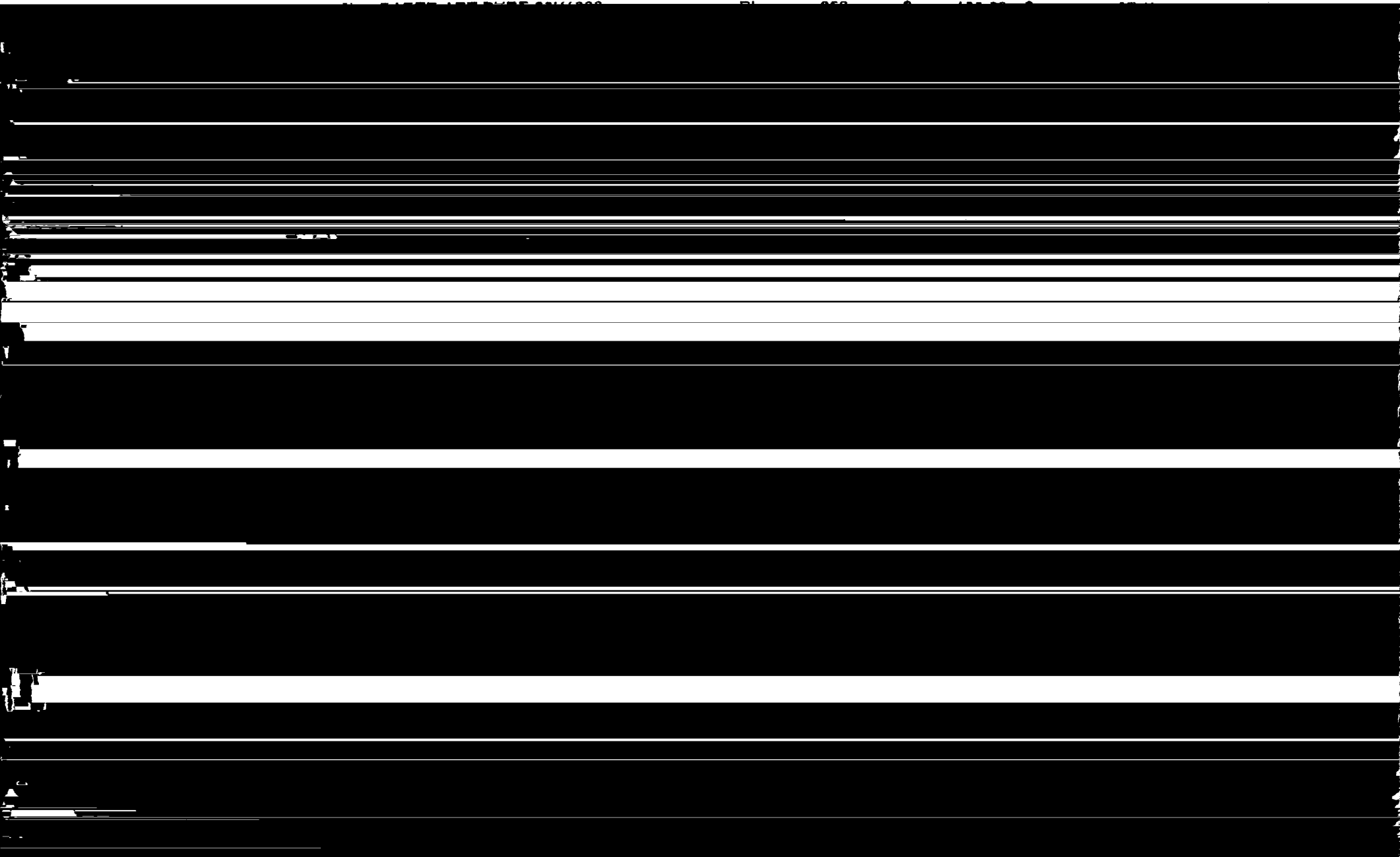
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307512	ERASER, DRY ERASE, EXPO	EA	992	\$ 3.25	\$ 1.13
307629	PAD, SCRATCH, 3X5, WHT, 100SHT, DZ	DZ	61	\$ 9.20	\$ 2.04
307744	PAD, SCRATCH, 4X6, WHT, 100SHT, DZ	DZ	61	\$ 14.40	\$ 3.14
309443	ERASER, FELT, DELUXE	EA	989	\$ 2.95	\$ 0.49
309872	MARKER, PERM, 3000, CHISEL PT, BLK	DZ	994	\$ 9.60	\$ 1.60
313676	RULER, 12", INCH/METRIC, PLSTC	EA	1003	\$ 0.72	\$ 0.10
313819	PAPER, DRAWING, 50#, 18X24, WHITE	RM	973	\$ 55.49	\$ 16.96
313830	PAPER, DRAWING, 50#, 12X18, WHITE	RM	973	\$ 27.49	\$ 8.48
313852	PAPER, DRAWING, 50#, 9X12, RM, WHT	RM	973	\$ 13.99	\$ 4.24
318368	MARKER, WSHBL, TRAYOLA(TM), 48PK	PK	947	\$ 26.64	\$ 12.33
320264	FILM, LAM, 1.5MIL, 18X500, 2PK, CLR	OP	972	\$ 76.80	\$ 21.39
320960	STAPLE, 1/4", SF1, 15-25SHT, 5M/BX	BX	252	\$ 2.69	\$ 0.26
322542	BOX, ECONO/STOR, 701, 2PK	OP	135	\$ 17.66	\$ 2.77
323708	PAPER, FILLER, 8X10-1/2, WR, RM	EA	976	\$ 9.29	\$ 2.60
323752	PAPER, ESSAY, 8X10-1/2, WR, REAM	EA	976	\$ 9.29	\$ 2.60
323763	PAPER, COMP, 8X10-1/2, WR, REAM	EA	976	\$ 9.29	\$ 2.60
325027	PENCIL, LEAD, "ORIOLE", SOFT	DZ		\$ 2.88	\$ 0.67
327677	SOFTSOAP, ANTIBACTERIAL, GALLON	GA	479	\$ 20.35	\$ 11.77
328097	MARKER, EXPO 2, RED	EA		\$ 1.59	\$ 0.63
328550	MARKER, CHISEL TIP, EXPO2, BLACK	EA		\$ 1.59	\$ 0.62
328630	MARKER, CHISEL TIP, EXPO 2, BLUE	EA		\$ 1.59	\$ 0.62
328774	HIGHLIGHTER, LIQUID ACCENT, YEL	EA		\$ 1.85	\$ 0.70
328783	HIGHLIGHTER, LIQUID ACCENT, PINK	EA		\$ 1.85	\$ 0.70
328961	PEN, UNI-BALL, GRIP MICRO, RED	EA		\$ 1.99	\$ 0.88
331413	CARD, INDEX, BLANK, 3X5, BLU, 1C/PK	PK	137	\$ 2.32	\$ 0.53
331447	CARD, INDEX, BLANK, 3X5, 100PK, GRN	PK	137	\$ 2.32	\$ 0.53
331512	CARD, INDEX, RULED, 3X5, CHR, 1C/PK	PK	137	\$ 2.32	\$ 0.53
333036	KLEENEX, FACIAL TISSUE, BUNDLE	P5	1008	\$ 8.72	\$ 4.98
336875	MARKER, CHINA, RED	EA		\$ 0.86	\$ 0.32
337675	PAPER, AK, 36X1000, WHT	RL	962	\$ 83.60	\$ 29.79
337683	PAPER, ART, RCHBRN, 36XM	RL	962	\$ 84.45	\$ 32.36
337691	PAPER, ART, RED, 36X1000	RL	962	\$ 96.90	\$ 35.04
337709	PAPER, ART, CNRY, 36X1000	RL	962	\$ 101.00	\$ 39.20
337717	PAPER, ART, ORN, 36X1000	RL	962	\$ 116.60	\$ 40.15
337725	PAPER, ART, LTGRN, 36XM	RL	962	\$ 104.20	\$ 38.62
337733	PAPER, ART, BRTGRN, 36XM	RL	962	\$ 117.15	\$ 42.65
337741	PAPER, ART, EMRLD, 36XM	RL	962	\$ 78.70	\$ 29.23
337758	PAPER, ART, LTBLU, 36XM	RL	962	\$ 105.55	\$ 38.11
337766	PAPER, ART, BRTBLU, 36XM	RL	962	\$ 117.15	\$ 41.51

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337774	PAPER,ART,PNK,36X1000	RL	962	\$ 96.65	\$ 37.95
337782	PAPER,ART,BLK,36X1000	RL	962	\$ 86.40	\$ 32.38



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338426	PAPER,CONST,LILAC,9X12	PK	956	\$ 3.67	\$ 0.92
338434	PAPER,CONST,ORN,12X18	PK	956	\$ 7.34	\$ 1.84
338442	PAPER,CONST,ORN,9X12	PK	956	\$ 3.67	\$ 0.92
338459	PAPER,CONST,DK GRN,12X18	PK	956	\$ 7.34	\$ 1.84
338467	PAPER,CONST,DKGRN,9X12	PK	956	\$ 3.67	\$ 0.92
338475	PAPER,CONST,BLUE,12X18	PK	956	\$ 7.34	\$ 1.84
338483	PAPER,CONST,BLUE,9X12	PK	956	\$ 3.67	\$ 0.92
338491	PPR,CON,YELORN,12X18	PK	956	\$ 7.34	\$ 1.84
338509	PPR,CON,YEL ORN,9X12	PK	956	\$ 3.67	\$ 0.92
338517	PAPER,CONST,TAN,12X18	PK	956	\$ 7.34	\$ 1.84
338525	PAPER,CONST,TAN,9X12	PK	956	\$ 3.67	\$ 0.92
338533	PAPER,CONST,YEL,12X18	PK	956	\$ 7.34	\$ 1.84
338541	PAPER,CONST,YEL,9X12	PK	956	\$ 3.67	\$ 0.92
338558	PAPER,CONST,DK BRN,12X18	PK	956	\$ 7.34	\$ 1.84
338566	PAPER,CONST,DKBRN,9X12	PK	956	\$ 3.67	\$ 0.92
338574	PAPER,CONST,WMBRN,12X18	PK	956	\$ 7.34	\$ 1.84
338582	PAPER,CONST,WRGBRN,9X12	PK	956	\$ 3.67	\$ 0.92
338590	PAPER,CONST,WHT,12X18	PK	956	\$ 7.34	\$ 1.84
338608	PAPER,CONST,WHITE,9X12	PK	956	\$ 3.67	\$ 0.92
338616	PAPER,CONST,GRAY,12X18	PK	956	\$ 7.34	\$ 1.84
338624	PAPER,CONST,GRAY,9X12	PK	956	\$ 3.67	\$ 0.92
338632	PAPER,CONST,SLATE,12X18	PK	956	\$ 7.34	\$ 1.84
338640	PPR,CONST,SLATE,9X12	PK	956	\$ 3.67	\$ 0.92
338657	PAPER,CONST,BLK,12X18	PK	956	\$ 7.34	\$ 1.84
338665	PAPER,CONST,BLACK,9X12	PK	956	\$ 3.67	\$ 0.92
338673	PAPER,CONST,RED,12X18	PK	956	\$ 7.34	\$ 1.84
338681	PAPER,CONST,RED,9X12	PK	956	\$ 3.67	\$ 0.92
338699	PAPER,CONST,YELGRN,12X18	PK	956	\$ 7.34	\$ 1.84
338707	PAPER,CONST,9X12,CHARTREUSE	PK	956	\$ 3.67	\$ 0.92
338715	PAPER,CONST,FSTGRN,12X18	PK	956	\$ 7.34	\$ 1.84
338723	PAPER,CONST,FESTGRN,9X12	PK	956	\$ 3.67	\$ 0.92
338731	PAPER,CONST,TURQ,12X18	PK	956	\$ 7.34	\$ 1.84
338749	PAPER,CONST,TURQ,9X12	PK	956	\$ 3.67	\$ 0.92
338756	PAPER,CONST,FSTRED,12X18	PK	956	\$ 7.34	\$ 1.84
338764	PAPER,CONST,FESTRD,9X12	PK	956	\$ 3.67	\$ 0.92

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338905	PAPER, TISSUE, DK PINK, 20"X30"	QR	960	\$ 3.50	\$ 1.05
338913	PAPER, TISSUE, MAGENTA, 20"X30"	QR	960	\$ 3.50	\$ 1.05
338939	PAPER, TISSUE, PANSY, 20"X30"	QR	960	\$ 3.50	\$ 1.05
338996	PAPER, TISSUE, SPC, ORANGE 20X30	QR	960	\$ 3.50	\$ 1.05
339010	PAPER, TISSUE, NTL RED, 20"X30"	QR	960	\$ 3.50	\$ 1.05
339051	PAPER, TISSUE, LEAF GRN, 20"X30"	QR		\$ 3.10	\$ 1.05
339069	PAPER, TISSUE, SEAL BR, 20"X30"	QR	960	\$ 3.50	\$ 1.05
339226	PAPER, TISSUE, SKY BL, 20"X30"	QR	960	\$ 3.50	\$ 1.05
339259	PAPER, TISSUE, NATL BLU, 20"X30"	QR	960	\$ 3.50	\$ 1.05
339531	PAPER, TISSUE, 20"X30" GOLD	QR	961	\$ 2.29	\$ 0.90
339556	PAPER, TISSUE, 20"X30" SCARLE	QR	961	\$ 2.29	\$ 0.90
339580	PAPER, TISSUE, 20"X30" PURPLE	QR	961	\$ 2.29	\$ 0.90
339606	CRAYON, PRANG, REGULAR, 16CT	BX	940	\$ 1.69	\$ 0.53
339622	CRAYON, PRANG, LARGE, LIFT LID, 8	BX		\$ 2.39	\$ 0.94
339762	CRAYON, PRANG, REGULAR, 8CT	BX	940	\$ 0.95	\$ 0.29
339861	PENCIL, CLASSMATE, #2	DZ		\$ 2.79	\$ 0.67
339911	PAPER, TISSUE, 20"X30" APPLE GR	QR	961	\$ 2.29	\$ 0.90
339929	PAPER, TISSUE, 20X30", HOLLY GR	QR	961	\$ 2.29	\$ 0.90
339945	PAPER, TISSUE, 20"X30" BLACK	QR	961	\$ 2.29	\$ 0.90
339952	PAPER, TISSUE, 20"X30" ORANGE	QR	961	\$ 2.29	\$ 0.90
339960	PAPER, TISSUE, 20"X30" TURQUOIS	QR	961	\$ 2.29	\$ 0.90
339986	PAPER, TISSUE, 20"X30" BROWN	QR	961	\$ 2.29	\$ 0.90
339994	PAPER, TISSUE, 20"X30" GRAY	QR	961	\$ 2.29	\$ 0.90
340018	PAPER, TISSUE, 20"X30", DUSTY	QR		\$ 2.29	\$ 0.90
340026	PAPER, TISSUE, 20"X30", DK PINK	QR	961	\$ 2.29	\$ 0.90
340034	PAPER, TISSUE, 20X30" LAVEND	QR	961	\$ 2.29	\$ 0.90
340042	PAPER, TISSUE, 20"X30" CERISE	QR	961	\$ 2.29	\$ 0.90
340067	PAPER, TISSUE, 20"X30", LT BLUE	QR	961	\$ 2.29	\$ 0.90
340091	PAPER, TISSUE, 20"X30", PEACH	QR	961	\$ 2.29	\$ 0.90
340117	PAPER, TISSUE, 20"X30" YELLOW	QR	961	\$ 2.29	\$ 0.90
340125	PAPER, TISSUE, 20"X30", DK BLU	QR		\$ 2.29	\$ 0.90
340141	PAPER, TISSUE, 20"X30 DK BRO	QR	961	\$ 2.29	\$ 0.90
340158	PAPER, TISSUE, 20"X30" NAVY BLUE	QR	961	\$ 2.29	\$ 0.90
340166	PAPER, TISSUE, 20"X30" TEAL	QR		\$ 2.29	\$ 0.90
340182	BORDETTE, BRBLU, 2.25X50	RL	963	\$ 2.50	\$ 1.22
340232	YARN, ACRYLIC BLACK	EA	953	\$ 10.90	\$ 3.18
340240	YARN, ACRYLIC DK BROWN	EA	953	\$ 10.90	\$ 3.18
340257	YARN, ACRYLIC CERISE	EA	953	\$ 10.90	\$ 3.18
340265	YARN, ACRYLIC DK BLUE	EA	953	\$ 10.90	\$ 3.18

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340273	PENCIL, 11/32IN DIA, UNTIPPED	DZ	985	\$ 4.59	\$ 1.56
340281	PENCIL, 11/32IN DIA, ERASER	DZ	985	\$ 5.00	\$ 1.92
340299	PENCIL, 13/32IN DIA, UNTIPPED	DZ	985	\$ 5.05	\$ 2.00
340307	PENCIL, 13/32IN DIA, W/ERASER	DZ	985	\$ 5.40	\$ 2.20
340430	WTRCLR, RFL, OVAL, YEL	DZ		\$ 5.75	\$ 5.75
340455	WTRCLR, RFL, OVAL, BLU	DZ		\$ 5.75	\$ 2.66
340463	WTRCLR, RFL, OVAL, GRN	DZ		\$ 5.75	\$ 2.66
340513	REFILL, WATERCOLOR, HALF-PAN, BLK	DZ		\$ 5.35	\$ 2.40
340570	REFILL, WTRCLR, WHOLE PAN, RED	DZ		\$ 7.25	\$ 3.23
340612	REFILL, WATERCOLOR, PAN, WHLE, BRN	DZ		\$ 7.25	\$ 3.23
340638	REFILL, WTRCLR, WHOLE PAN, VIOLET	DZ		\$ 7.25	\$ 3.23
340646	REFILL, WTRCLR, WHOLE PAN, WHITE	DZ		\$ 7.25	\$ 3.23
340679	REFILL, WTRCLR, WHOLE PAN, BLACK	DZ		\$ 7.25	\$ 3.23
340687	REFILL, WTRCLR, WHOLE PAN, YELLOW	DZ		\$ 7.68	\$ 3.23
340695	YARN, ACRYLIC DK GREEN	EA	953	\$ 10.90	\$ 3.18
340703	YARN, ACRYLIC GOLD	EA	953	\$ 10.90	\$ 3.18
340711	YARN, ACRYLIC LT BLUE	EA	953	\$ 10.90	\$ 3.18
340729	YARN, ACRYLIC LT GREEN	EA	953	\$ 10.90	\$ 3.18
340737	YARN, ACRYLIC LAVENDAR	EA	953	\$ 10.90	\$ 3.18
340745	YARN, ACRYLIC ORANGE	EA	953	\$ 10.90	\$ 3.18

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342113	CHALK,DUSTLESS,12/BOX,YELLOW	BX	989	\$ 0.95	\$ 0.24
342444	BOOK,COMPOSITION,CLASS	EA	981	\$ 1.09	\$ 0.27
342451	BOOK,COMPOSITION,CLASS	EA	981	\$ 1.09	\$ 0.35
342477	BOOK,COMPOSITION,8-1/2X6-7/8	EA	981	\$ 1.19	\$ 0.37
342485	BOOK,COMPOSITION,CLASS	EA	981	\$ 1.69	\$ 0.51
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	31	\$ 9.05	\$ 3.00
345645	PAPER,COPY,8.5X11,GRN,5M/CT	RM	31	\$ 9.05	\$ 3.00
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	31	\$ 9.05	\$ 3.00
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	31	\$ 9.05	\$ 3.00
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	31	\$ 9.05	\$ 3.00
346629	BRUSH,W/C,WOOD,#10	EA	951	\$ 2.38	\$ 1.46
347771	PAPER,CONST,9X12,MULTI,GW	PK	959	\$ 2.90	\$ 0.64
347780	PAPER,CONST,9X12,SC,HOL/GREEN	PK	956	\$ 3.67	\$ 0.92
347806	PAPER,CONST,9X12,HOLIDAY RED	PK	956	\$ 3.67	\$ 0.92
347904	PAPER,FADELESS,FLAME,48X50	RL	963	\$ 17.75	\$ 7.16
347913	PAPER,FADELESS,WHITE,48X50	RL	963	\$ 17.75	\$ 7.16
347931	PAPER,FADELESS,BRITEBLUE,48X50	RL	963	\$ 17.75	\$ 7.16
347940	PAPER,FADELESS,BROWN,48X50	RL	963	\$ 17.75	\$ 7.16
348185	ENV,COIN,28LB,#5.5,KRAFT,500BX	BX	50	\$ 33.00	\$ 8.93
348440	PAPER,CONST,12X18,HOLY,GREEN	PK	956	\$ 7.34	\$ 1.84
348486	PAPER,CONST,12X18,CULT,GW	PK	959	\$ 5.80	\$ 1.26
348529	PAPER,CONST,18X24,GREEN	PK	957	\$ 14.67	\$ 3.69
348556	PAPER,CONST,18X24,HOLIDAY RED	PK	957	\$ 14.67	\$ 3.69
348583	PAPER,CONST,12X18,HOLIDAY RED	PK	956	\$ 7.34	\$ 1.84
349449	MARKER,PERMANENT,CHISEL,BLACK	EA		\$ 0.80	\$ 0.13
350140	PEN,UNIBALL,MICRO,ONYX,RED	EA		\$ 1.09	\$ 0.28
353674	PENCIL,CRAYOLA,CLSPK,CLR,240CT	CT	943	\$ 51.33	\$ 23.75
355388	POSTERBOARD,ASSORTED,22X28	CA	965	\$ 120.16	\$ 31.96
357698	STOPWATCH,DIGITAL	EA	1009	\$ 18.50	\$ 9.28
358250	THESAURUS,M-W'S,SCHOOL	EA		\$ 15.95	\$ 9.30
360345	CRAYON,CLSSPK 800,CRAYOLA,16CL	BX	940	\$ 72.93	\$ 33.75
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	205	\$ 42.00	\$ 18.54
364800	MOUSEPAD,MICROBAN ,BLUE	EA	856	\$ 5.95	\$ 2.54
366732	BOOK,PHONE,MESSAGE,2PK	OP	73	\$ 12.04	\$ 3.49
371574	PAINT,TEMPERA,ARTISTAI,ORANGE	EA	948	\$ 4.07	\$ 1.30
375133	KIT,FIRST AID,J&J,SMALL OFFICE	EA	440	\$ 26.29	\$ 13.36
396291	BINDER,PL,VIEW,1",WHITE	EA	141	\$ 5.78	\$ 1.05
398750	CASH BOX W/TRAY	EA	284	\$ 14.95	\$ 6.04
399915	WASTEBASKET,ROUND,5.87GL,GRAY	EA	450	\$ 17.00	\$ 8.11

U.S. Communities
School Core

Effective January 2, 2006

SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
401230	BOX,PENCIL,CLEAR	EA	985	\$ 1.99	\$ 0.59
402157	PENCIL,COLORED,EASABLE,10PK	PK	943	\$ 4.42	\$ 2.05
405472	FILM,PLN COPIER,BLK/CLR,100/BX	BX		\$ 26.99	\$ 3.73
406011	PEN,LIQUID EXPRESSO,MEDIUM,BLU	EA		\$ 2.00	\$ 0.88
406761	PEN,MEDIUM,LIQUID EXPRESSO,PRP	EA		\$ 2.00	\$ 0.88

U.S. Communities
School Core

Effective January 2, 2006

SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
508226	TABS,WALL MOUNT,1/2X3/4",48/PK	PK		\$ 2.80	\$ 1.34
512112	WIPES,LYSOL,CITRUS SCENT,70/CA	EA	470	\$ 7.99	\$ 4.34
512806	CARTRIDGE,TRI-COLOR,F/DJ340	EA	903	\$ 36.99	\$ 25.15
514608	LAMINATION ROLL,27X200,2/BOX,C	BX	972	\$ 121.50	\$ 34.96
524447	SCRATCH PAD 5X8 100CT 12 PK	DZ	61	\$ 23.60	\$ 5.62
524595	PAD,GUM,8.5X11,OD,CAN,LGL RLD	EA		\$ 2.33	\$ 0.36
524744	PAD,GUM,8.5X14,OD,CAN,LGL RLD	EA		\$ 2.46	\$ 0.58
527272	POSTERBOARD,22X28,4PLY,EMLDGRN	EA	965	\$ 0.99	\$ 0.25
527456	POSTERBOARD,22X28,4PLY,BLACK	EA	965	\$ 0.99	\$ 0.25
527784	POSTERBOARD,22X28,4PLY,ROYALBL	EA	965	\$ 0.99	\$ 0.25
527848	POSTERBOARD,22X28,4PLY,MGNTA	EA	965	\$ 0.99	\$ 0.25
527872	POSTERBOARD,22X28,4PLY,RED	EA	965	\$ 0.99	\$ 0.25
527904	POSTERBOARD,22X28,4PLY,ORANGE	EA	965	\$ 0.99	\$ 0.25
527928	POSTERBOARD,22X28,4PLY,LEM YEL	EA	965	\$ 0.99	\$ 0.25
528064	POSTERBOARD,22X28,4PLY,KELLYGR	EA	965	\$ 0.99	\$ 0.25
528096	POSTERBOARD,22X28,4PLY,WHITE	EA	965	\$ 0.95	\$ 0.23
534610	CRAY CRAYON REFILL GRAY	BX		\$ 2.09	\$ 1.00
534628	CRAY CRAYON REFILL YELLOW	BX		\$ 2.09	\$ 1.00
534636	CRAY CRAYON REFILL GREEN	BX		\$ 2.09	\$ 1.00
535013	CRAY CRAYONS REFILL PURPLE	BX		\$ 2.09	\$ 1.00
535039	CRAY,CRAYONS,REFILL,BROWN	BX		\$ 2.09	\$ 1.00
535054	CRAY CRAYON REFILL RED	BX		\$ 2.09	\$ 1.00
535062	CRAY CRAYON REFILL PINK	BX		\$ 2.09	\$ 1.00
535088	CRAYOLA,CRAYONS,REFILL,BLUE	BX		\$ 2.09	\$ 1.00
535096	CRAY CRAYON REFILL ORANGE	BX		\$ 2.09	\$ 1.00
535104	CRAY CRAYON REFILL BK	BX		\$ 2.16	\$ 1.00
535138	CHALK,CRAYOLA,AST,24/PK	BX	942	\$ 6.20	\$ 2.79
536110	PAINT,WATERCLR,16 COLOR,1/2PAN	ST	950	\$ 9.78	\$ 4.15
536334	US FLAG 24"X36" CLASSROOM	EA		\$ 32.50	\$ 7.79
537399	US NYLON OUTDOOR FLG 3X5	EA		\$ 44.99	\$ 18.53
537530	US NYLON OUTDOOR FLG 5X8	EA		\$ 177.60	\$ 37.29
539262	SCISSORS,KIDS,BLUNT TIP,5",AST	PR	1001	\$ 3.35	\$ 1.27
548743	PAINT,WATERCOLOR,W/BRUSH,SET	ST	950	\$ 2.81	\$ 1.25

U.S. Communities
School Core

Effective January 2, 2006

SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
554864	POSTER, 4PLY, 22X28, CORAL	EA	965	\$ 0.99	\$ 0.25
554872	POSTER, 4PLY, 22X28, GRAY	EA	965	\$ 0.99	\$ 0.25
554880	BOARD,PSTR,4PLY,22X28,PURPLE	EA	965	\$ 0.99	\$ 0.25
559419	MARKERS,FIS-AID,FINE PT,8/SET	P8		\$ 10.90	\$ 4.06
559427	MARKERS,OP,WATER BASE,FN,4CLR	ST		\$ 5.45	\$ 2.02
564021	BANDAGES,SHEER,3/4X3,100/BX	BX	1008	\$ 8.99	\$ 2.72
564741	REFILL,HND SOAP,LIQ,2/1,61.5OZ	EA	479	\$ 12.99	\$ 7.95
570971	GLUESTICK,SINGLE,.32OZ,WHITE	EA	999	\$ 0.99	\$ 0.20
571101	GLUESTICK,.32 OZ,12/PK,WHITE	PK	999	\$ 7.99	\$ 1.52
575341	TAPE,ACITAPE,.75X1296",OD,10PK	TP	277	\$ 31.88	\$ 3.68
588268	BOOK,COMPOSITION,100SHTS,WD,RL	EA	980	\$ 3.35	\$ 0.53
588286	NOTEBOOK,SPIRAL,1SUB,100SHT,CR	EA	979	\$ 2.69	\$ 0.52
589483	PAPER,FLR,10.5X8,WR,150CT	PK	172	\$ 3.05	\$ 0.61
589510	PAPER,FLR,10.5X8,CR,150CT	PK	172	\$ 3.05	\$ 0.63
590551	PUNCH,PAPER,3-HOLE,MODEL14,BLK	EA	256	\$ 13.40	\$ 3.48
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	479	\$ 16.48	\$ 8.26
595671	SHARPNR,PENCIL,SCHOOL PRO	EA	987	\$ 55.95	\$ 17.58
604769	COMPASS,WITH SAFETY POINT	EA		\$ 2.88	\$ 1.01
659698	MARKER,PERMANENT,FABER,RED	EA		\$ 0.80	\$ 0.13
659706	MARKER,PERMANENT,CHISEL TIP,BE	EA		\$ 0.80	\$ 0.13
659722	HIGHLIGHTER,DESK STYLE,YELLOW	EA		\$ 0.75	\$ 0.13
659730	HIGHLIGHTER,DESK STYLE,PINK	EA		\$ 0.75	\$ 0.13
659748	HIGHLIGHTER,DESK STYLE,BLUE	EA		\$ 0.75	\$ 0.13
659755	HIGHLIGHTER,DESK STYLE,GREEN	EA		\$ 0.75	\$ 0.13
681896	LBL,REINF,DSP,CLEAR,PERM,200CT	PK	976	\$ 2.99	\$ 0.69
681957	PEN,UNIBLL,MICRO,ONYX,BLK	EA		\$ 1.09	\$ 0.28
681965	PEN,UNIBLL,MICRO,ONYX,BLU	EA		\$ 1.09	\$ 0.28
682039	MARKER,PERM,3000,CHISEL PT,BLU	DZ	994	\$ 9.60	\$ 1.60
682047	MARKER,PERM,3000,CHISEL PT,RED	DZ	994	\$ 9.60	\$ 1.60
688333	PENCIL,AMER,CHECKING,RED	DZ	985	\$ 5.30	\$ 1.17
688358	PENCIL,AMER,CHECKNG,BLUE	DZ	985	\$ 5.30	\$ 1.17
697417	PRTFLIO,2PKT,AST	BX		\$ 16.99	\$ 3.44
704080	MARKER,PERM,3000,CHISEL,PT,GRN	DZ	994	\$ 9.60	\$ 1.60
704452	PAINT,ARTISTA II TEMPERA PEACH	EA	948	\$ 4.07	\$ 1.30
704544	PAINT,ARTISTA II TEMPERA MAG	EA	948	\$ 4.07	\$ 1.30
705484	BAND-AID,ADHESIVE,280/BX	BX	1008	\$ 14.84	\$ 7.56
705520	BAND-AID,ADHESIVE,20/BX	BX	1008	\$ 3.29	\$ 2.00
711408	MARKER,MARKS-A-LOT,4/PK,BLACK	P4		\$ 5.77	\$ 1.91
719491	SCISSORS,5",POINT TIP,ASTD CLR	OP	1001	\$ 3.99	\$ 1.22

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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
720461	RULER,W/BNDR HOLES,12",PLASTIC	EA	1003	\$ 0.79	\$ 0.02
723072	CLASSPACK, REG CRAYONS 800	BX	940	\$ 72.93	\$ 33.75
723262	CLASS PACK, LARGE CRAYONS	BX	941	\$ 72.93	\$ 33.75
724848	ERASERS,PNK BEVEL,MED	EA	986	\$ 0.59	\$ 0.15
724920	ERASERS,PNK BEVEL,LRG	EA	986	\$ 0.69	\$ 0.18
724936	ERASERS,PINK BEVEL,SMALL	EA	986	\$ 0.49	\$ 0.09
725572	PAINT,ARTISTA II,TEMP,1600Z,TU	EA	948	\$ 4.07	\$ 1.30
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	141	\$ 7.77	\$ 1.43
732321	GLUE,SCHOOL,ELMERS,QUART	EA		\$ 5.69	\$ 1.95
733601	PENCIL,#2,OD,72/BX	BX	985	\$ 12.12	\$ 1.40
746685	PAPER,NEWS,RULED,18X12,7IN HD	RM	975	\$ 19.49	\$ 6.31
746800	PAPER,NEWS,RULED,9X12,1-1/2"HD	RM	975	\$ 10.49	\$ 3.13
747444	PAPER,NEWS,RULED,9X12,NO HEAD	RM	975	\$ 10.49	\$ 3.13
748996	PAPER,NEWS,RULED,12X9,1IN HEAD	RM	975	\$ 10.49	\$ 3.13
753631	FILM,COPIER,PLN PPR,OD,100/BOX	BX	748	\$ 27.99	\$ 4.57
802603	TAPE LIFTOFF IBM SEL II ORG SPI	P6	930	\$ 12.39	\$ 1.53

U.S. Communities
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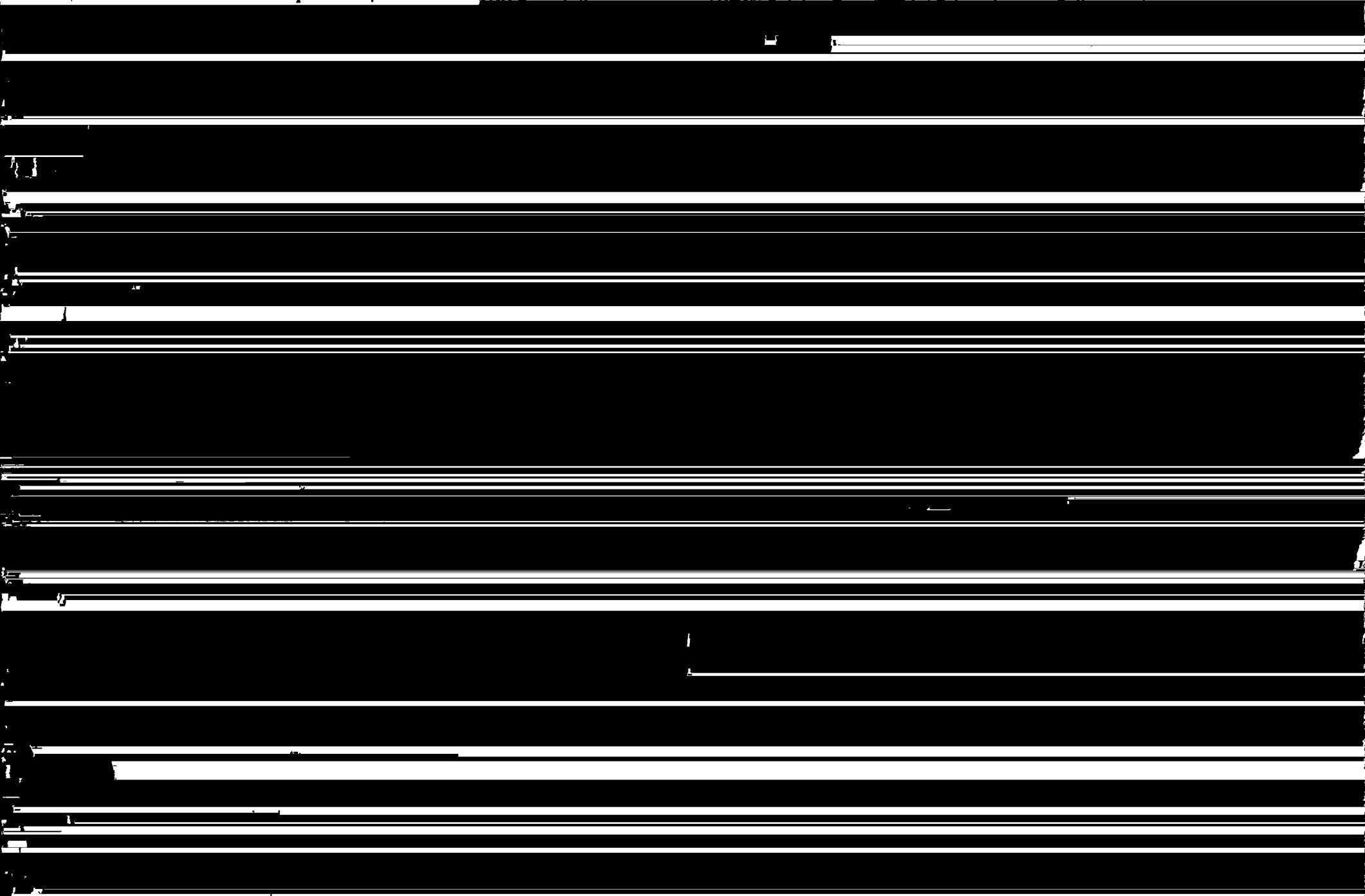
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SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
812941	CRAYON REFILL LG BLACK	BX		\$ 3.75	\$ 1.79
814830	INDEX, 8 TAB, MULTI-COLOR	ST	183	\$ 1.79	\$ 0.20
820839	HILITER,LIQUID ACCENT,FL BLUE	EA		\$ 1.85	\$ 0.70
820848	HILITER,LIQUID ACCENT,PURPLE	EA		\$ 1.85	\$ 0.70
857816	MARKER,DRY ERASE,DS,RED	EA		\$ 1.47	\$ 0.46
857824	MARKER,DRY ERASE,DS,GREEN	EA		\$ 1.47	\$ 0.46
895342	FLUID,CORRECTION,MULTI PURPOSE	EA		\$ 1.05	\$ 0.33
898692	MARKER,PERM,3000,CHISEL,PT,YEL	DZ	994	\$ 9.60	\$ 1.60
898718	MARKER,PERM,3000,CHISEL PT,PUR	DZ	994	\$ 9.60	\$ 1.60
898759	MARKER,PERM,3000,CHISEL,PT,BRN	DZ	994	\$ 9.60	\$ 1.60
903508	PAPER,KRAFT,36X1000,ROLL,WHITE	EA	962	\$ 68.30	\$ 23.28
905739	CALCULATOR,GRAPHING,TI-83 PLUS	EA	812	\$ 140.00	\$ 90.91
908194	STAPLER,DESK,STD,FULL,BLACK	EA	249	\$ 26.62	\$ 4.76
908962	SHARPENER,PENCIL,DEXTER 10,TAN	EA	987	\$ 36.89	\$ 16.41
908988	SHARPENER,PENCIL,BOSTON,RNGR55	EA	987	\$ 38.00	\$ 13.33
909135	CORRECTION,FLUID,WHITE	EA	354	\$ 1.89	\$ 0.31
909432	FASTENER,BRASS,1-PIECE,1/2IN	BX	268	\$ 3.37	\$ 0.74
909713	RUBBERBAND,PCG,#117B,7",1#	BX	262	\$ 6.49	\$ 2.15
909754	RUBBERBAND,#18,1/4 LB	BX	262	\$ 1.80	\$ 0.63
910141	GLUE,ELMERS,4OZ,WHITE	EA	998	\$ 1.59	\$ 0.38
910166	GLUE,ELMERS,8OZ,WHITE	EA	998	\$ 2.49	\$ 0.64
910182	GLUE,ELMERS,GALLON,WHITE	EA	998	\$ 17.99	\$ 7.71
910281	GLUE,STICK,LRG,.74OZ,UHU	EA	999	\$ 1.90	\$ 0.45
910299	GLUE,STICK,1.25OZ,COL,UHU,10/B	EA	999	\$ 2.75	\$ 0.90
916403	LABEL,LSR,ADDR,WHT,7500CT	BX	205	\$ 94.41	\$ 41.72
924159	PEN,UNIBALL,MICRO,DELUXE,RED	EA		\$ 2.85	\$ 1.07
925115	PEN,ACCT,POCKET CLIP,BLACK	EA		\$ 0.97	\$ 0.43
925891	PEN,POINT GUARD,FLAIR,GREEN	EA		\$ 1.59	\$ 0.68
925909	PEN,FLAIR,W/POINTGUARD,PUR	EA		\$ 1.59	\$ 0.69
926220	MARKER,MAJOR ACCENT,PINK	EA	367	\$ 0.93	\$ 0.32
926238	MARKER,MAJOR ACCENT,TURQUOISE	EA	367	\$ 0.93	\$ 0.32
926253	MARKER,MAJOR ACCENT,FLR GREEN	EA	367	\$ 0.93	\$ 0.32
926444	MARKER,FELT,POCKET ACCENT,YEL	EA		\$ 0.90	\$ 0.33
927103	MARKER,PERMANENT,KING SIZE,BLK	EA		\$ 1.65	\$ 0.49
927145	MARKER,BULLET TIP,LRG,BLK	EA		\$ 1.44	\$ 0.45
927715	MARKER,DRY ERASE,EXPO II,BLACK	EA		\$ 1.59	\$ 0.60
927764	MRKR,DRYERAS,CHSL,EXP,BLK	EA	362	\$ 1.73	\$ 0.72
927780	MRKR,DRYERAS,CHSL,EXP,BLU	EA	362	\$ 1.73	\$ 0.72
927863	MARKER,DRY ERASE,FINE,EXPO,BLK	EA		\$ 1.35	\$ 0.61

U.S. Communities
School Core

Effective January 2, 2006

SKU			BSD13		US Communities
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U.S. Communities
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Effective January 2, 2006

SKU Number	SKU Description	UOM	BSD13 Catalog Page	List Price	US Communities Sell
955120	BOARD,POSTER,22X28,ROYAL-BLUE	EA	965	\$ 1.20	\$ 0.30
955138	BOARD,POSTER,22X28,DARK-BLUE	EA	965	\$ 1.20	\$ 0.30
955146	BOARD,POSTER,22X28,BROWN	EA	965	\$ 1.20	\$ 0.30
955153	BOARD,POSTER,22X28,BLACK	EA	965	\$ 1.20	\$ 0.30
955161	BOARD,POSTER,22X28,RED	EA	965	\$ 1.20	\$ 0.30
955179	BOARD,POSTER,22X28,LEMON-YELLO	EA	965	\$ 1.20	\$ 0.30
955195	BOARD,POSTER,22X28,KELLY-GREEN	EA	965	\$ 1.20	\$ 0.30
955211	BOARD,POSTER,22X28,CANARY	EA	965	\$ 1.20	\$ 0.30
955237	BOARD,POSTER,22X28,CARDINAL	EA	965	\$ 1.20	\$ 0.30
955252	BOARD,POSTER,22X28,CORAL	EA	965	\$ 1.20	\$ 0.30
955260	BOARD,POSTER,22X28,MAGENTA	EA	965	\$ 1.20	\$ 0.30
955278	BOARD,POSTER,22X28,AZURE	EA	965	\$ 1.20	\$ 0.30
956112	PAPER,FLR,11X8.5,CR,150CT	PK	172	\$ 3.05	\$ 0.65
958033	TAPE,BOOK MENDING 1.5X15	RL	278	\$ 5.60	\$ 2.37
963991	FILE,STORAGE,12X10.25X24	EA		\$ 14.36	\$ 5.07
965020	FILM,TRNS,W/O STRIPE,8.5X11,BK	BX		\$ 17.34	\$ 4.30
983312	BANDAGE,BAND-AID,FLEX,1X3	BX	1008	\$ 12.00	\$ 3.66
985614	MARKER,WSH,CHSTP,RED	DZ	994	\$ 9.60	\$ 1.56
985622	MARKER,WSH,CHS TP,BLU	DZ	994	\$ 9.60	\$ 1.56
985648	MARKER,WASHABLE,CHISEL TIP,GRN	DZ	994	\$ 9.60	\$ 1.56
990721	CARD,INDX,RLD,3X5,8PT,1C/P,WHT	PK	137	\$ 1.44	\$ 0.25
990853	CARD,INDEX,BLNK,3X5,8PT,1C,WHT	PK	137	\$ 1.44	\$ 0.25
990986	CARD,INDEX,RLD,4X6,PT,1CPK,WHT	PK	137	\$ 2.73	\$ 0.44
991117	CARD,INDEX,BLNK,4X6,8PT,1C,WHT	PK	137	\$ 2.73	\$ 0.44
997445	PROTECTOR,SHT,LTR,HVY WT,ECON	BX		\$ 8.67	\$ 2.75

EXHIBIT A
OFFICE SUPPLIES
PRICING AND DISCOUNTS

All in-stock items shown in the Office Depot General Line Catalogs and United Business Products Catalogs shall be priced at the following Discounts from the Manufacturer's list price, Cost Plus Percentage or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** LL stands for Mfg. List Price Less, GP stands for Gross Profit and GM stands for Gross Margin.

TONER ITEMS:

Discount allowed from Supplier Catalog: LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog: LL 10%

FURNITURE:

Discount allowed from Supplier Catalog: LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog: LL 10%

GENERAL OFFICE SUPPLIES:

Discount allowed from Supplier Catalog: LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog: LL 10%

Discount allowed for General Office and Stationery
Supplies-Most Frequently Ordered Items (MFOI) LL 70% w/15% GP floor

TECHNOLOGY PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog: Cost Plus 13 GM
Cost Plus Percentage allowed from Wholesale Catalog: Cost Plus 22 GM

Cost Plus Percentage allowed for MFOI General Office
and Stationery Supplies Cost Plus 13 GM

PAPER PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog: Cost Plus 17 GM
Cost Plus Percentage allowed from Wholesale Catalog: Cost Plus 25 GM

Cost Plus Percentage allowed for MFOI General Office
and Stationery Supplies Cost Plus 17 GM

CATALOG PRODUCTS MARKED M AND S:

Discounts allowed for products in Catalogs marked M and S: LL 10%

CORE PRODUCTS:

Fixed Price

Note: Office Paper Products prices will float based upon market costs.
All other Office Supply Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A - 1

CLASSROOM SUPPLIES
PRICING AND DISCOUNTS

All in-stock items shown in the Office Depot School Supply Book, S. P. Richards Business School Catalog, Office Depot General Line Catalog and United Business Products shall be priced at the following Discounts from the Manufacturer's list price, Cost Plus Percentage or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** LL stands for Mfg. List Price Less, GP stands for Gross Profit and GM stands for Gross Margin.

CLASSROOM SUPPLIES:

Discount allowed from Supplier Catalog GP floor	LL 45% w/15%
Discount allowed from Wholesale Catalog:	LL 10%
Discount allowed for MFOI General Office and GP floor Stationery Supplies	LL 70% w/15%

ARTS AND CRAFTS:

Discount allowed from Supplier Catalog: floor	LL 45% w/15% GP
Discount allowed from Wholesale Catalog:	LL 10%
Discount allowed for MFOI General Office and floor Stationery Supplies	LL 70% w/15% GP

PAPER PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 17 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 25 GM

CATALOG PRODUCTS MARKED M AND S:

Discounts allowed for products in Catalogs marked M and S: LL 10%

CORE PRODUCTS :

Fixed Price

Note: Classroom Paper Products prices will float based upon market costs. All other Classroom Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A - 3

OFFICE SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

Exhibit A-3 may be used as an alternate pricing option in place of Exhibit A. All items shown on the Office Depot Web site shall be priced at the following Discounts or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** WL stands for Office Depot Web price Less, GP stands for Gross Profit and GM stands for Gross Margin.

TONER ITEMS:

Discount allowed from Web Site:	WL 10%
Discount allowed from Wholesale Catalog:	WL 10%

FURNITURE:

Discount allowed from Web Site:	WL 10%
Discount allowed from Wholesale Catalog:	WL 10%

EXHIBIT A - 4

CLASSROOM SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

Exhibit A-4 may be used as an alternate pricing option in place of Exhibit A-1. All items shown on the Office Depot Web site shall be priced at the following Discounts or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** WL stands for Office Depot Web price Less, GP stands for Gross Profit and GM stands for Gross Margin.

CLASSROOM SUPPLIES:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

ARTS AND CRAFTS:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

PAPER PRODUCTS:

Cost Plus Percentage allowed from Web Site: WL 10%
Cost Plus Percentage allowed from Wholesale Catalog: WL 10%

CORE PRODUCTS :

Fixed Price

Note: Classroom Paper Products prices will float based upon market costs. All other Classroom Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A - 5

Additional Services

Copy and Print Services

Copy and Print Services

Retail – 15%

Promotional Products

Promotional Products

Promotional Catalog - 5% *

*Additional fees will apply for imprinting and shipping

EXHIBIT B

VENDOR'S PROPOSAL

(VENDOR's proposal is not attached hereto.)
(The Vendor's proposal is incorporated herein.)

EXHIBIT C

COUNTY'S REQUEST FOR PROPOSALS (RFP)

(County's Request for Proposal is not attached hereto.)
(The County's Request for Proposal is incorporated herein.)

EXHIBIT D

VENDOR'S EEO CERTIFICATION

Office Depot
Vendor's Name
2200 Old Germantown Rd, Delray Beach, FL
Address
59-266-3954
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

VENDOR'S SPECIFIC CERTIFICATIONS

1. The Vendor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Vendor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Vendor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Vendor has a system for taking Yes No

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107401	TAPE,VHS,T-160,MAXELL,3PACK	PK	751	\$	9.33	\$	2.58
107580	PENCIL,#2,OD,12/PK	PK	985	\$	2.02	\$	0.23
108951	LAMP,ENX,APOLLO	EA	749	\$	40.05	\$	9.34
108985	LAMP,PROJECTION,82 VOLT	EA	749	\$	33.35	\$	8.38
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	331	\$	3.71	\$	0.92
112860	PAPER,MULTIPURPOSE,8.5X11,OD	RM		\$	8.99	\$	2.49
116939	PENCIL,LEAD,W/ERASER,"MIRADO"	DZ	985	\$	3.80	\$	0.72
120675	PENS,MED.PT,RSVP,12PK,BLACK	DZ	330	\$	12.24	\$	2.70
134640	CARTRIDGE,INK,HP#15,2/PK,BLACK	PK	908	\$	66.41	\$	40.13
138272	PLNR,WK,OPN,6.87X8.75	EA	401	\$	17.79	\$	6.54
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	765	\$	39.99	\$	26.38
156718	TONER,REMAN,PANA,UG3313	EA	919	\$	170.95	\$	92.35
159264	REFILL,DAILY,DESK,3.5X6	EA	385	\$	4.89	\$	1.02
160325	PAD,EASEL,27X34,PLAIN,2PK,WHT	OP	739	\$	50.10	\$	10.92
161974	THUMBDRIVE,256MB USB 2.0	EA	841	\$	49.99	\$	17.72
162109	THUMBDRIVE,512MB USB	EA	841	\$	69.99	\$	29.26
163846	TONER,REMAN,OD BRAND,YELLOW	EA	915	\$	239.95	\$	108.93
163909	TONER,REMAN,OD BRAND,MAGENTA	EA	915	\$	239.95	\$	108.93
163954	TONER,REMAN,OD BRAND,CYAN	EA	915	\$	239.95	\$	108.93
163990	TONER,REMAN,OD BRAND,BLACK	EA	915	\$	177.95	\$	101.15
164089	TONER,REMAN,OD BRAND,BLACK	EA	916	\$	249.95	\$	138.49
166702	TAPE,CORRECTION,MONO	EA	352	\$	3.98	\$	0.97
167787	CARTRIDGE,INK,CLR,C1823D	EA	891	\$	39.99	\$	24.19
169771	CARTRIDGE,INK,BLK,51645A	EA	908	\$	35.99	\$	23.09
172171	FILM,TRNSP,W/O STR,BK/CL,100BX	BX	748	\$	29.62	\$	6.87
172213	FILM,TRANS,BLK/CLR,COP,W/ST,1C	BX	748	\$	32.62	\$	13.51
172395	TAPE,TRANSPARENT,3M,3/4X1296	RL	274	\$	3.33	\$	0.95
172460	PAD,NTE,POST,1.5"X2",12PK,YEL	PK	66	\$	8.03	\$	2.38
172510	NOTE,CANARY,YELLOW,3X3,12PACK	DZ	66	\$	18.60	\$	5.51
172528	PAD,NTE,POST 3"X5",12/PK,YEL	DZ	66	\$	24.96	\$	7.38
172621	DRUM KIT,4500 CLR/LASR,C4195A	EA	901	\$	114.48	\$	63.27
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	891	\$	39.99	\$	25.91
172809	BOOK COMP 8.5X67/8 40 COU	EA	981	\$	1.69	\$	0.29
173047	TAPE,MAGIC,3M,3/4X1296	RL	275	\$	3.85	\$	1.14
173336	DISPENSER,TAPE,DSKTOP,3/4",BLK	EA	276	\$	5.97	\$	1.40
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	BX	332	\$	3.68	\$	0.57
181586	PEN,BALL PT,MEDIUM,STICK,RED	BX	332	\$	3.68	\$	0.57
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	332	\$	3.68	\$	0.57
182089	FLUID,CORRECTION,WHITE	DZ	354	\$	21.84	\$	5.65

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182725	PEN,FLAIR,W/PNTGRD,BLUE,DZ	DZ	344	\$	19.44	\$	8.20
182733	PEN,FLAIR,W/POINTGUARD,12PK	PK	344	\$	19.44	\$	8.20
182741	PEN,FLAIR,PNTGRD,BLK,12PK	DZ	344	\$	19.44	\$	8.20
182758	PEN,FLAIR,W/POINTGUARD,12PK	PK	344	\$	19.44	\$	8.20
184945	SHREDDER,POWERSHRED,220	EA	803	\$	749.00	\$	343.93
186585	TONER,CARTRIDGE,FX3,FAX	EA	896	\$	92.00	\$	55.76

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Item Number	Description	Unit	Quantity	Price	Unit Price	Total Price
282432	PLANNER,MONTHLY,9X11,BLK	EA	406	\$ 15.79	\$	7.09
286934	TONER,ULTRA PRECISE,27X	EA	906	\$ 178.08	\$	94.18
286943	TONER,HP,C4127A,ULTRA PRECISE	EA	906	\$ 138.75	\$	73.38
291951	CARTRIDGE,INK,HIGH CAP,78,CLR	EA	908	\$ 72.99	\$	43.59
293799	NOTEBOOK,SPRL,70SHT,WD,RLE,6PK	P6	979	\$ 9.99	\$	1.37
294008	RECORDER,STND,RQ-L31P-S,SILVER	EA	815	\$ 39.95	\$	16.09
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	57	\$ 17.17	\$	3.50
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	57	\$ 17.17	\$	3.50
306779	PENCIL,GOLF,3.5,YEL,GROSS	PK	1002	\$ 14.40	\$	2.50
306894	PENCIL,AM,MED SOFT,#2,BX6,72CT	BX	985	\$ 16.74	\$	3.58
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	55	\$ 27.20	\$	4.79
307512	ERASER,DRY ERASE,EXPO	EA	992	\$ 3.25	\$	1.13
307959	FOLDER,CLASS,LETTER,2DIV	EA	93	\$ 4.48	\$	0.83
308239	CLIP,PAPER,JUMBO,SMOOTH,10PK	TP	265	\$ 10.50	\$	1.53
308478	CLIP,PAPER,#1 REG,SMOOTH,10PK	TP	265	\$ 3.40	\$	0.52
308957	CLIP,BINDER,LARGE,2IN,12BX	BX	264	\$ 5.49	\$	0.65
309187	CARD,INDEX,RLD,HRZ,5X8,5C,WHT	PK	137	\$ 20.40	\$	3.17
309443	ERASER,FELT,DELUXE	EA	989	\$ 2.95	\$	0.49
313676	RULER,12",INCH/METRIC,PLSTC	EA	1003	\$ 0.72	\$	0.10
314310	FOLDER,HNG,LTR,1/5,25BX,GRN	BX	117	\$ 22.50	\$	3.72
315515	FOLDER,FILE,LTR,1/3 CUT,MANILA	BX	89	\$ 19.34	\$	3.77
316232	FOLDER,FILE,LTR,1/2 CUT,MAN	BX	89	\$ 19.77	\$	3.97
317410	PAPER,HPMULTI,LEDGER,20#,WHITE	RM	25	\$ 17.07	\$	6.61
319055	CARTRIDGE,LASERJET 4600,CYAN	EA	773	\$ 276.00	\$	166.75
319099	CARTRIDGE,LSRJET 4600,MAGENTA	EA	773	\$ 276.00	\$	166.75
319209	CARTRIDGE,LASERJET 4600,YELLOW	EA	773	\$ 276.00	\$	166.75
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	773	\$ 276.00	\$	166.75

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343454	PAPER,COPY,8.5X11,28#,COLOR	RM	22	\$ 15.49	\$ 7.24
343915	CARTRIDGE,REMAN,FX6,CANON	EA	914	\$ 109.95	\$ 51.35
345629	PAPER,COPY,4024DP,11X17,WE	RM	22	\$ 18.44	\$ 4.87
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	31	\$ 9.05	\$ 3.00
345645	PAPER,COPY,8.5X11,GRN,5M/CT	RM	31	\$ 9.05	\$ 3.00
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	31	\$ 9.05	\$ 3.00
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	31	\$ 9.05	\$ 3.00
345678	PAPER,COPY,8.5X11,BUF,5M/CT	RM	31	\$ 9.05	\$ 3.00
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	31	\$ 9.05	\$ 3.00
345694	PAPER,COPY,8.5X11,IVY,5M/CT	RM	31	\$ 9.05	\$ 3.00
345702	PAPER,COPY,8.5X11,GRY,5M/CT	RM	31	\$ 9.05	\$ 3.00
345997	MARKER,EXPO 2,CHISEL PT,8COLOR	ST	993	\$ 12.87	\$ 4.98
347005	PAPER,COPY,PLUS,11",20#,WHITE	CA	22	\$ 90.00	\$ 25.46
348037	PAPER,COPY,8.5X11,104 BRT	CA	23	\$ 70.00	\$ 23.85
348045	PAPER,COPY,14",84BR	CA	23	\$ 94.45	\$ 30.00
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	46	\$ 23.57	\$ 4.22
348243	VLM BRSTL67# 8.5X11 WHITE	PK	32	\$ 11.95	\$ 3.44
348938	PAPER,COPY,4200DP,PUNCH,8.5X11	RM	22	\$ 8.95	\$ 2.61
352871	CARTRIDGE,INK,BLK,C4844A	EA	902	\$ 38.99	\$ 25.99
356840	BINDER,3RG,11X8.5,2"C,LH,BLACK	EA	148	\$ 7.80	\$ 1.68
358234	WITE OUT MULTI WHITE 12PK	DZ	354	\$ 12.60	\$ 3.90
359701	CABLE,AB,GOLD,USB,F30133,6FT	EA	876	\$ 29.99	\$ 3.31
360990	PAD,EASEL,POST-IT,25X30.5,YEL	CT	738	\$ 76.66	\$ 24.53
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	205	\$ 42.00	\$ 18.54
364372	LABEL,LSR,ADDR,WHT,2000CT	BX	205	\$ 42.00	\$ 14.12
364380	LABEL,LSR,ADDR,WHT,1400CT	BX	205	\$ 42.00	\$ 14.12
365091	SHREDDER,POWERSHRED MODEL480CC	EA	802	\$ 3,299.00	\$ 1,514.85
365199	SHREDDER,POWERSHRED 320CC	EA	803	\$ 1,599.00	\$ 734.23
368720	PAD,NOTE,HIGHLAND,1.5X2,YEL,12	PK		\$ 3.40	\$ 1.03
368738	PAD,NOTE,HIGHLAND,3"X3",12PK,Y	DZ		\$ 7.56	\$ 2.30
368746	PAD,NTE,HIGHLAND,3"X5",12PK,Y	PK		\$ 10.68	\$ 3.23
371057	AMPLIFIER,TELEPHONE HEADSET	EA	828	\$ 136.95	\$ 39.37
377266	CARTRIDGE,DLT,IV,40/80GB	EA	888	\$ 74.99	\$ 20.78
384611	CARTRIDGE,INK,#15,810C/812C	EA	908	\$ 33.99	\$ 22.03
388227	PAPER,THRML,80MMX230,10PK,WHT	TP	44	\$ 34.69	\$ 7.11
388681	PAPER,PRCHMNT,BOND,24#,REAM,IV	BX	41	\$ 34.85	\$ 11.65
391710	CARTRIDGE DLT IV 40/80GB	EA		\$ 40.67	\$ 22.34
393122	PAPER,MULTIPURPOSE,90 BRIGHT,2	RM	24	\$ 10.00	\$ 3.63
394471	BOARD,30X40",10PK,WHITE	CT	967	\$ 88.00	\$ 21.53

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SKU Number	Description	Unit	Quantity	Price	Unit Price	Total Price
429175	CLIP,PAPER,JUMBO,SMOOTH,100BX	BX	265	\$ 1.05	\$	0.15
429266	CLIP,PAPER,#1 REG,SMOOTH,100BX	BX	265	\$ 0.34	\$	0.05
429415	CLIP,BINDER,SMALL,12/BOX	BX	264	\$ 0.99	\$	0.09
429431	CLIP,BINDER,MEDIUM,	BX	264	\$ 1.99	\$	0.23
430074	DOCUMENT FRAME 8.5X11 3PK	P3	673	\$ 15.00	\$	2.10
431437	DISKETTE,30 FOR 25,3.5,30BX	BX	887	\$ 18.99	\$	3.00
432661	BATTERY,EVEREADY,ALKALN,D,8PK	PK	438	\$ 9.99	\$	5.60
432721	BATTERY,EVEREADY,ALKLN,AAA,16P	PK	438	\$ 9.99	\$	4.65
432751	BATTERY,EVEREADY,ALKLN,AA,16PK	PK	438	\$ 9.99	\$	4.65
432847	TONER,10A,SMART PRINT	EA	906	\$ 167.48	\$	95.46
432865	TONER,13A	EA	906	\$ 99.64	\$	54.34
433573	PORTFOLIO,PCKT,W/FST,10PK,LBLU	PK	168	\$ 11.40	\$	2.23
433607	PORTFOLIO,2PKT,W/FAST,10PK,RED	TP	168	\$ 11.40	\$	2.23
433656	PORTFOLIO,POCKET,TWIN,10PK,RED	PK	169	\$ 6.89	\$	1.26
433664	PORTFOLIO,POCKET,TWIN,10PK,BLU	TP	169	\$ 6.89	\$	1.26
433680	PORTFOLIO,POCKET,TWIN,10PK,LTB	TP	169	\$ 7.20	\$	1.26
433882	CARTRIDGE,IJ REMAN,OD BR,HP49A	EA	915	\$ 31.99	\$	15.16
434357	PENCIL POUCH,TRANSLUCENT	EA	985	\$ 1.76	\$	0.73
434415	BOARD,DISPLAY,PROJECT,36X48,WH	EA	967	\$ 8.85	\$	3.02
438226	DISKETTE,3.5,DSHD,FMTD,10BX	BX	887	\$ 6.99	\$	1.05
438263	PORTFOLIO,POCKET,TWIN,10PK,NOTE	TP	169	\$ 7.20	\$	1.26

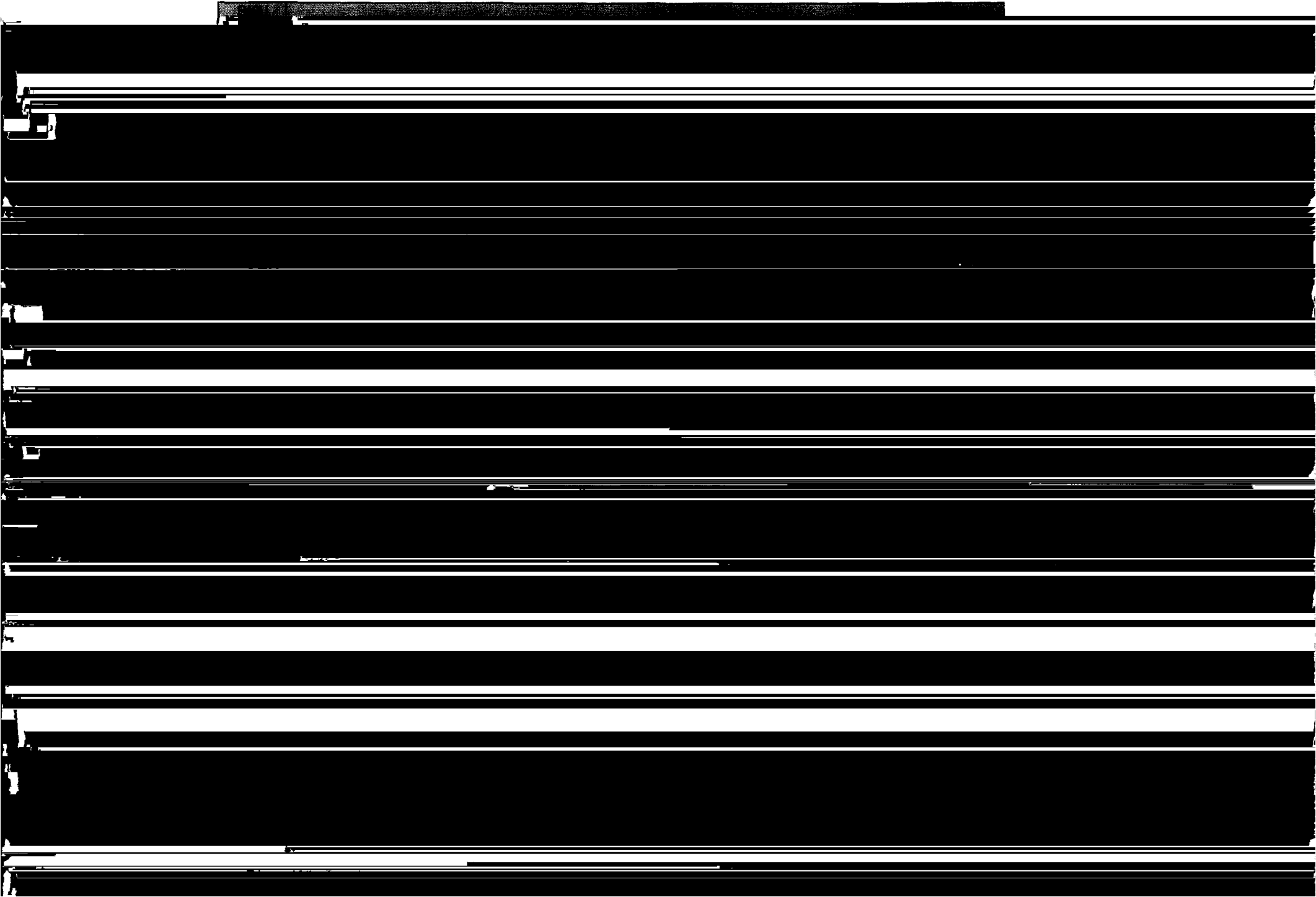
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493213	BINDER,D-RING,3",VUE,WHITE	EA	145	\$	15.91	\$	4.38
495200	PAPER,COPY,8.5X11,3HP,84BR	CA	23	\$	85.60	\$	24.19
497735	MARKER,DRY ERASE,CHSELTIP,4COL	P4	993	\$	6.44	\$	2.49
498811	SHEET PROTECT,OD,STD,CLR,100/B	BX	163	\$	15.45	\$	1.16
499441	TONER,REMAN,OD92A,LJ1100,3200	EA	916	\$	69.95	\$	33.46
499821	TONER,REMAN,OD06A,LJ5L,6L,3100	EA	916	\$	77.95	\$	31.89
502336	MARKER,WASHABLE,BROAD,8CT,SET	ST	947	\$	4.93	\$	2.17
503466	FILTER,GLARE,UNIV,16-19"MONITR	EA	867	\$	269.05	\$	113.28
503576	WATER,BOTTLES,24/CASE	CA	492	\$	10.99	\$	4.48
503672	PADLOCK,COMBINATION,1-7/8"	EA	443	\$	5.63	\$	2.74
507067	CARTRIDGE,REMAN,HPC6578D	EA	915	\$	61.95	\$	12.45
508192	TAPE,MENDING,HLD,3/4X1000,8PK	PK		\$	11.54	\$	11.54
510744	BINDER,D-RG,VIEW,LTR,3",WHT	EA		\$	23.09	\$	7.68
513854	CARTRIDGE,OD23,TRICOLOR	EA	915	\$	31.95	\$	13.93
514675	CARTRIDGE,IJ,REMAN,OD17,COLOR	EA	915	\$	32.99	\$	13.93
514747	CARTRIDGE,INK,REMAN OD220,BLK	EA	915	\$	32.99	\$	13.93
521109	RBN,PRT,PAN KX-P2130/35,BK	EA		\$	14.50	\$	5.81
524405	BOOK,STENO,6X9,70CT,GREEN	EA	55	\$	2.35	\$	0.40
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	328	\$	21.48	\$	5.54
524935	BATTERY,ENERGIZER MAX AA,24PK	PK	438	\$	28.74	\$	13.89
525667	CASSETTE,VHS120,HIGH	EA	751	\$	3.49	\$	0.71
530569	CARTRIDGE,LASER JET,HP BLACK	EA	901	\$	312.70	\$	178.23
530650	CARTRIDGE,LASER JET,HP MAGENTA	EA	901	\$	438.84	\$	250.13
531100	CARTRIDGE,LASER JET,HP CYAN	EA	901	\$	438.84	\$	265.14
531199	CARTRIDGE,LASER JET,YELLOW	EA	901	\$	438.84	\$	250.13
535704	POUCH,LAMINATING,LETTER SIZE	PK	192	\$	34.80	\$	3.13
536640	PAPER,CPY,OD,8.5 X11,10/CA,WHT	CA	23	\$	80.25	\$	25.56
536648	PAPER,COPY,OD,11X17,5CA,WHITE,	CA	23	\$	74.95	\$	23.63
542423	TONER,CRG,LJ,98A	EA	905	\$	138.60	\$	82.88
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	237	\$	29.92	\$	9.57
549014	STAPLER,ELECTRIC,BLACK	EA	243	\$	65.39	\$	12.39
559104	COFFEE,FOLGERS,39OZ	EA	491	\$	15.74	\$	9.72
563398	CARTRIDGE,INK,OD REMAN 45A,2PK	OP	915	\$	53.98	\$	17.82
566401	CARTRIDGE,INK,HP45A,2PK,BLACK	OP	908	\$	70.41	\$	42.53
567568	TONER,REMAN ODE40,BLACK	EA	914	\$	146.95	\$	72.36
569491	CASSETTE,AUDIO,60MIN,6/PK	P6	815	\$	5.33	\$	1.57
569509	TAPE,AUDIO,UR-90,5PK	P5	815	\$	5.11	\$	1.63
571101	GLUESTICK,.32 OZ,12/PK,WHITE	PK	999	\$	7.99	\$	1.52
575301	TAPE,OD ACITAPE,.5"X1500",10PK	PK	277	\$	29.68	\$	5.66

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662257	SHREDDER,120C-2 CONFTTI CT	EA	803	\$	649.00	\$	307.42
662284	SHREDDER,PS70-2CD STRIP	EA		\$	249.95	\$	114.78
664891	CARTRIDGE,INK,REMAN,OD-26A,BLK	EA	915	\$	26.99	\$	12.06
664901	CARTRIDGE,INK,REMAN,OD-45A,BLK	EA	915	\$	26.99	\$	9.18
664911	CARTRIDGE,INK,REMAN,OD-29A,BLK	EA	903	\$	26.99	\$	12.45
665965	CALCULATOR,OD,TK-20,8-DIGIT	EA		\$	9.99	\$	2.14
666511	TAPE,MASKING,2X60YD,HILND	RL	278	\$	4.74	\$	1.68
666537	TAPE,MASKING,HIGHLAND,1"X60YD	RL	278	\$	2.40	\$	0.85
676688	CDR,OD,52X,100-PK,SPINDLE	HU	883	\$	44.99	\$	11.30
676753	WEBSTERS NEW WORLD DICT & THES	EA		\$	13.99	\$	7.77
679943	CHAIR,EXEC,HIBACK,FABRIC,VANDR	EA		\$	299.00	\$	46.83
680017	PAPER,LTR,20#,RECY,MULTI	CA	25	\$	43.08	\$	27.19
680959	PEN,OHP,FN,VIS-A-VIS,DZ,BLACK	DZ	994	\$	17.16	\$	6.98
681080	PORTFOLIO,2POCKET,ASST COLORS	EA		\$	0.39	\$	0.07
687301	PEN SET,VIS-A-VIS,FINE,4-COLOR	P4	994	\$	5.65	\$	2.35
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	439	\$	29.16	\$	13.13
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	439	\$	19.20	\$	5.50
698811	COVER,PORTFOLIO,11.75X9.5,BLU	BX	168	\$	28.30	\$	5.90
720094	FILE,LATERAL,5-DR,36" LT GRAY	EA	588	\$	1,217.00	\$	503.74

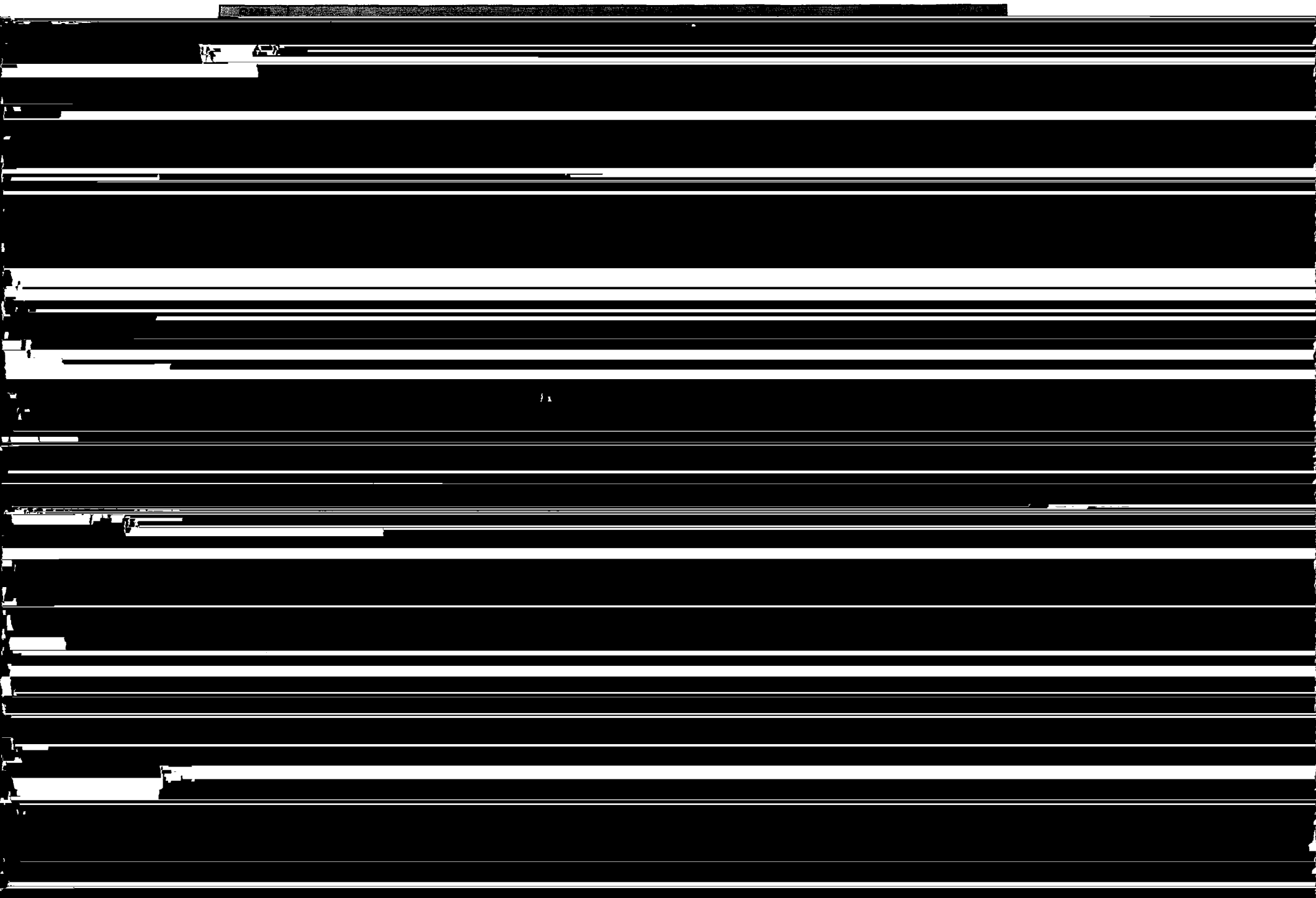
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753951	CARTRIDGE,COMPAT,EPS,S020189	EA	914	\$	27.49	\$	1.11
753971	CARTRIDGE,COMPAT,EPS,S020191	EA	914	\$	28.99	\$	1.81
774261	CART,UTILITY,GRAY	EA	572	\$	166.18	\$	77.10
774491	TABLE,PLASTIC,30X72,GRAY	EA	651	\$	133.95	\$	50.81
775081	TONER,REMAN,OD96A,LJ2100,2200	EA	530	\$	112.50	\$	52.05
775101	TONER,REMAN,OD98X,LJ4,4M,5,5M	EA	917	\$	123.95	\$	40.46
775121	TONER,REMAN,OD82X,LJ8100,8150	EA	916	\$	176.00	\$	70.02
782211	CARTRIDGE,TONER,TN250,BROTHER	EA	894	\$	33.99	\$	21.25
787858	LOCK,SECURITY,DESKTOP MICRO SA	EA	873	\$	49.99	\$	15.30
804641	FOLDER,HANGING,LTR,25/BX,GREEN	BX	117	\$	23.00	\$	4.08
805218	PAPER,HP,LASEJET,LTR,24#	RM	29	\$	14.00	\$	4.78
808256	TONER,LJ 2100 SERIES,96A	EA	906	\$	139.92	\$	74.00
808675	STAPLER,FULLSTRIP,ACCO 747,BLK	EA	246	\$	29.74	\$	4.83
808857	CLIP,BINDER,SMALL,12/BX	BX	264	\$	1.17	\$	0.10
808865	CLIP,BINDER,MED,12 CLIPS/BX	BX	264	\$	2.38	\$	0.24
808907	CLIP,PAPER,JUMBO,WRLDBRND,10PK	PK	265	\$	12.25	\$	1.90
810812	FOLDER,FILE,LTR,STRAIGHT CUT	BX	89	\$	19.59	\$	3.63
810838	FOLDER,FILE,LETTER,1/3 CUT	BX	89	\$	18.25	\$	4.00
810846	FOLDER,FILE,LEGAL,1/3 CUT	BX	89	\$	23.49	\$	6.57
810929	FOLDER HANGING LTR 1/3 CUT	BX	117	\$	17.30	\$	3.57
810945	FOLDER HANGING LGL 1/3 CUT	BX	117	\$	22.00	\$	4.22
810994	FOLDER HANGING LTR 1/5 CUT	BX	117	\$	16.00	\$	3.26
811018	FOLDER HANGING LGL 1/5 CUT	BX	117	\$	20.85	\$	4.30
811158	PENCIL,LEAD,TICONDEROGA,SOFT	DZ	985	\$	3.80	\$	1.00
813212	PAPER,COMP,14-7/8X11,GREEN BAR	CA	42	\$	65.57	\$	21.08
813220	PAPER,GREENBAR,14 7/8X11,18#	CA	42	\$	67.96	\$	22.25
813311	PAPER,COMPUTER,1PART,9.5X11	CA	42	\$	58.23	\$	13.75
814566	INDEX,5 TAB,CLEAR	ST	183	\$	1.19	\$	0.13
814608	INDEX,5 TAB MULTI-COLOR	ST	183	\$	1.19	\$	0.13
814822	INDEX, 8 TAB, CLEAR	ST	183	\$	1.79	\$	0.20
814830	INDEX, 8 TAB, MULTI-COLOR	ST	183	\$	1.79	\$	0.20
820216	LABELER, PT1400,HANDHELD	EA	194	\$	169.95	\$	64.17
820483	CALCULATOR,DESKTOP,8DGT,SOLAR,	EA	810	\$	11.95	\$	4.18
824748	SHARPENER,PENCIL,ELECTRIC	EA	987	\$	24.50	\$	9.72
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	264	\$	12.24	\$	1.06
825190	CLIP,BINDER,MED,1.25IN,12/PK	PK	264	\$	23.60	\$	2.73
825201	CALCULATOR,TI-83 PLUS,SILVER	EA		\$	170.00	\$	94.40
825307	PUNCH,PAPER,2-HOLE,20SHEET CAP	EA	256	\$	15.49	\$	2.76
836759	EASEL,DRY ERASE,REVERSIBLE	EA	734	\$	198.99	\$	60.20

U.S. Communities
General Core

Effective January 2, 2006



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Item Number	Description	Unit	Quantity	Unit Price	Total Price
910406	TAPE,TRANSPARENT,3/4"X36YD	RL		\$ 1.54	\$ 0.40
910414	TAPE,CLEAR TRANSP 1"X72YD	RL	274	\$ 8.00	\$ 3.23
910430	TAPE,INVISIBLE,3/4"X36YD	RL		\$ 1.83	\$ 0.46
910638	TAPE,BOOK,TRANS,2"X15YD	RL	278	\$ 7.38	\$ 2.57
910864	ZIPDISC,PC/MAC.250MB,8/PK	PK	887	\$ 89.99	\$ 33.97
915067	CD-RW,700MB,SPINDLE,25PK	PK	884	\$ 24.99	\$ 8.10
916403	LABEL,LSR,ADDR,WHT,7500CT	BX	205	\$ 94.41	\$ 41.72
916460	LABEL,LSR,ADDR,WHT,750CT	PK	205	\$ 12.62	\$ 5.62
917272	POCKET,FILE,LTR,3.5"CAP	BX	111	\$ 49.25	\$ 10.21
918847	BOARD,MARKER,ALUM.FRAME,4'X8'	EA	717	\$ 599.95	\$ 257.28
919472	BOARD,MRKR,RVSBL,4X6,ALU,2-CTN	EA	734	\$ 649.99	\$ 285.53
919519	PAPER,CPY,LTR,20#,CHERRY	RM	31	\$ 9.05	\$ 3.00
922981	HOLDER,DOCUMENT,IN-LINE,3M	EA		\$ 100.12	\$ 43.65
924753	PEN,ROLLERBALL,FINE,BLACK	EA	340	\$ 2.15	\$ 0.66
925453	MARKER,MAJOR ACCENT,YELLOW	EA	367	\$ 0.93	\$ 0.24
926071	MARKER,HI-LITER,YELLOW	EA		\$ 0.91	\$ 0.24
926790	MARKER,CHISEL POINT,BLACK	EA		\$ 1.38	\$ 0.31
928333	PEN SET,VIS-A-VIS,FINE,8-COLOR	P8	994	\$ 11.26	\$ 4.58
929638	PENCIL,AMER.,MED SOFT,#2,12/PK	PK	376	\$ 2.79	\$ 0.42
933515	INDEX,INSERT,11X8.5,CLEAR,5/ST	ST	183	\$ 1.52	\$ 0.49
934703	PORTFOLIO,TWIN POCKET,BLUE	BX	169	\$ 18.59	\$ 5.17

U.S. Communities
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942011	PAD,POST-IT,4X6,RECYCLED,	EA	66	\$	3.38	\$	1.17
942375	PAD,EASEL,WIDE RLD,27X34,16#	CT	739	\$	50.10	\$	13.93
942417	ENVELOPE,#10,284,KRAFT,500/BOX	BX	46	\$	53.76	\$	12.57
942615	ENVELOPE,CLSP,9X12",HVYDTY,KRF	BX	49	\$	21.42	\$	5.55
942664	ENVELOPE,CLSP,10X15",HVYDTY	BX	49	\$	30.50	\$	7.47
942680	ENVELOPE,CLASP,#32,12X15	BX	49	\$	35.59	\$	8.73
943175	BOOK,RECORD,12.75X8.5,CVS,BLU	EA	76	\$	55.10	\$	20.76
944272	LABEL,LSR,FILE,WHT,1500/PK	PK	207	\$	42.42	\$	19.48
945261	BADGE,NAME,LASER,PLAIN,WHITE	BX	215	\$	57.91	\$	20.26
945287	BADGE,NAME,LASER,BLUE	BX	215	\$	57.91	\$	20.26
945722	PAD,STENO,GREGG RLD,6X9,80'S	DZ	55	\$	26.60	\$	5.38
949339	CHALK,LOW DUST,3.25",WHT,12/BX	BX	989	\$	0.84	\$	0.29
951910	PAD,PERF,RECY,8.5X11,WHT,LGL	DZ	56	\$	28.80	\$	4.78
952804	CART,MAIL,150 LB CAPACITY	EA	572	\$	375.00	\$	153.06
955136	DRIVE USB MICRO CRUZER 256MB	EA	841	\$	49.99	\$	23.81
956327	KIT,MARKER,DRY-ERASE,EXPO 2	EA	363	\$	10.94	\$	4.64
956953	POCKET,SHELF,LTR,3.5C,4"TAB,RR	EA	102	\$	2.62	\$	0.93
957092	FILE,POCKET,2",LGL,BULK	EA	113	\$	0.83	\$	0.22
963975	PAPER,COMPUTER,9.5X11,18LB	CA	42	\$	51.09	\$	15.29
980813	PUNCH,ELECTRIC,3 HOLE,PLATINUM	EA	253	\$	135.77	\$	53.89
980839	PUNCH,ELECTRIC,3HOLE,PLATINUM	EA	253	\$	197.32	\$	81.91
983346	CUP,COLD,PAPER,8OZ,100PK	PK	487	\$	4.34	\$	2.82
987156	3M POST IT EASEL PAD	CT	738	\$	74.60	\$	30.45
989491	FILE,5 DWR,LGL,60X18.25,BLACK	EA	591	\$	548.00	\$	338.84
990135	INDEX,MAKER,LASER PRNTR,5TAB25	BX	175	\$	127.75	\$	53.23
990267	INDEX,MAKER,LASER PRTR,8TAB25	BX	175	\$	146.39	\$	61.00
990721	CARD,INDX,RLD,3X5,8PT,1C/P,WHT	PK	137	\$	1.44	\$	0.25
990986	CARD,INDEX,RLD,4X6,PT,1CPK,WHT	PK	137	\$	2.73	\$	0.44
992685	POCKET,FILE,LTR,5 1/4" CAP	EA	111	\$	2.30	\$	0.46
993378	ERASER,MEDIUM,PINK PEARL	EA		\$	0.59	\$	0.17
997550	TONER,MFC8300,TN460,HI YIELD	EA	894	\$	85.99	\$	53.65
998054	TAPE,MASKING,2"X60YD,BULK	RL	278	\$	12.70	\$	5.13