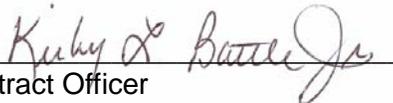


COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT RENEWAL

1. DATEJanuary 16, 2013
2. COMMODITY NAME Office Supplies and Toner
3. CONTRACT NUMBER..... 6150402-13
4. CONTRACT PERIODJanuary 17, 2013 to January 16, 2014
5. SUPERSEDES 6150402-12
6. AUTHORIZED USERS: State Agencies, Institutions of Higher Education, Public Bodies, & Other Entities authorized to use these contracts by the *Code of Virginia*
7. CONTRACTOR INFORMATION Page 2
8. TERMSNet 30 Days
9. DELIVERY 1 or 2 Days for Stock Standard Office Supply Items and Toner
10. F.O.B. Destination
11. MINIMUM ORDER Not Applicable
12. FOR FURTHER CONTRACT INFORMATION CONTACT: Kirby Battle, VCO,
Phone: (804) 786-5414
Fax: (804) 786-0223
Email: kirby.battle@dgs.virginia.gov
13. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
14. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is optional for all State Agencies in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
15. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: 
Contract Officer

NOTICE OF CONTRACT RENEWAL: JANUARY 17, 2013 THROUGH JANUARY 16, 2014

NAME/ADDRESS/CONTACT PERSON

TELEPHONE

GUY BROWN MANAGEMENT LLC
9003 OVERLOOK BLVD.
BENTWOOD, TN 37027

800-564-8008
800-562-0400, FAX

STACEY JONES
staceyjones@guybrownproducts.com

804-931-9435, CELL
615-777-1501, Fax

SCC# t034385-7

DMBE CERTIFIED SMALL MINORITY OWNED BUSINESS **647488** (Expiration 6/20/2014)

Guy Brown Products has been acquired by its parent company, Guy Brown Products. Guy Brown Products (effective 1-1-08). Guy Brown Products is certified as a Small Minority owned company by the Virginia Department of Minority Business Enterprises. Their certification # is **647488**.

OfficeMax and E & I entered into Supplier Agreement CNR01054 October 17, 2003 as the result of a competitive solicitation for office supplies and toner. Division of Purchases and Supply and Guy Brown Products in partnership with OfficeMax entered into a contract # 6150402-50 December 14, 2004 for office supplies and toner. Therefore the pricing structure applicable to the punch out catalog and all other sales to DPS or COV authorized agencies or institutions by Guy Brown Products will be set forth in the **E&I Amended Agreement #CNR01270 (September 23, 2010)** and will supercede the pricing structure in contract #6150402-50. **Guy Brown Products shall provide the goods/services to E&I, DPS and COV (including its authorized entities) as set fourth in existing contract Documents Amended Agreement #CNR01270 and DPS contract 6150402-13.**

In order to participate and maximize savings specific to your agency or institution, the following will need to take place:

- a) The Guy Brown Products E&I pricing will be implemented for all DPS and COV authorized agencies.
- b) Semi-annual spend and savings reviews will take place each July and January for each participating agency. Any subsequent changes will be mutually agreed upon by the agency and Guy Brown Products prior to implementation of changes.
- c) Guy Brown Products E&I incentives will be calculated on an annual calendar and be disbursed by February 15th of the following year.

AWARD IS FOR OFFICE SUPPLY AND TONER LOTS

Credit Cards: Guy Brown accepts American Express, MasterCard, and Visa.

Cost Saving Programs: Contact Guy Brown Products for Procurement Analyzer Process.

Delivery Capabilities: Next day delivery for Guy Brown items on orders place by 4:00 PM for all zones except Zones 105 & 106. Delivery for stock items to Zones 105 and 106 is within 2 days of orders placed by 4:00 PM.

Minimum Order: Not applicable

Payment Terms: Standard payment terms are net 30 days. Guy Brown offers a discount of 1.5 % for 5 days EDI payment. These discounts do not apply to credit card payments. The discount will be paid quarterly to the respective agency or business unit at the end of the quarter.

E&I Agreement Summary July 2010

Term of Agreement: 7/1/10 – 12/31/15. One 5 year extension option available.

Core Pricing: Each member can choose up to 600 items from a core market basket of 3000 aggressively priced items. If custom pricing is needed, then the core list is capped at 500 items. Paper and toner are reviewed quarterly all other core items annually adjusted in June.

E&I does allow for price changes (if justified) quarterly on paper and toner. All other items are update annually on July 1st.

Off Core Pricing: Discounts from list by category. No margin floors or exceptions.

Category Name	Indicator	Discount % from List Price
OFFICE PRODUCTS	A4, A6, A7, A8, A9, B1, B2, B3, B4, B5, G8, H1, H2, H3, H4, J1, J2, K1, K3, K4, K5, K6, L1, L5, L9, M2, M5, R1, R2, S6, W1, W2, W5	50%
TONER	S1, S5	30%
PAPER, COPY & WIDE FORMAT	P1, P8	35%
FURNITURE	E1, E2, E3, E4, E5, E6, E7, E8, E9, J4, K7, L8, M1, M3, M4, M6, M7, M9,	35%
TECHNOLOGY	Q3, Q8, Q9, S2, S7, S9	30%
ADHESIVES	A1	45%
FILING SUPPLIES	F1, F2, F3, F4, F5, F7, F8	46%
WRITING INSTRUMENTS	N1, N2, N3, N4, N5, N6, N9	50%
INDEXES	L3	50%
PAPER PRODUCTS	A2, P2, P3, P4, P5, P6, P7	45%
RESTROOM SUPPLIES	W3	40%
BINDERS & SUPPLIES	L2	42%
LABELS	A5	45%

**Commonwealth of Virginia
2013 Core List**

2013 Product Code	Description	Sell Price
A20M99172	OM NOTE 3X3 18PK YELLOW	\$ 3.33
A20M99213	OM NOTE 1.5X2 12PK YELLOW	\$ 0.83
A20M99214	OM NOTE 3X5 12PK YELLOW	\$ 4.11
A26306PK	OS NOTE 3X3 6PK LINED CANARY	\$ 5.08
A265324VADB	POST-IT 1.5X2 YW 24PK	\$ 6.76
A2653AN	POST-IT 1.5X2 NEON ASST 12/PK	\$ 4.90
A2653RPYW	OS NOTE 1.5X2 12PK CANARY RCLD	\$ 3.12
A265424VADB	POST-IT 3X3 90PD YW 24PK	\$ 15.60
A2654RP	OS NOTE 3X3 12PK CANARY RCLD	\$ 10.43
A2655RP	RECYCLED POST IT NOTE 3X5 YW	\$ 13.62
A26705AN	POST IT PAGEMAKERS ASST NEON	\$ 3.49
A2680GN2	2PK. TAPE FLAG-GREEN	\$ 3.02
A26835CB	POST-IT FLAG ASSRT	\$ 2.12
A26835CF	FLAGS 0.5" 2GP PRIMARY 5-BGYOR	\$ 2.47
A2684SH	FLAGS 0.5" 4PK ARROW/SIGN PMY	\$ 3.46
A530252	LABELS FOR LABERWRITER PRINTER	\$ 10.00
A530327	WHITE FILE FOLDER LABELS	\$ 5.35
A54150	PRINTER LABEL ROLL WHITE 260CT	\$ 6.33
A55160	LBL 1X2-5/8 WHT LSR 3000PK	\$ 15.37
A55366	FILE LBL 1/3 WHT LSR/IJ 1500	\$ 16.38
A56460	LABEL LASER REMV WE2-5/8X1 750	\$ 10.95

A5TC20	BRTH LT BLK ON WHT 1/2" 2PK	\$ 18.20
A5TZE221	BRTH LT BLK ON WHT 3/8"	\$ 7.98
A5TZE231	BRTH LT BLK ON WHT 1/2"	\$ 8.04
A5TZE2312PK	BRTH LT BLK ON WHT 1/2" 2PK	\$ 15.88
A743000	43000 POWERBAR/FRUIT-NUT	\$ 36.02
A80M96475	OM PKGTAPE 1.88X54.6 6PK	\$ 9.05
A80M96646	OM PKGTAPE 1.88X54.6 6PK	\$ 4.13
A80M96709	3/4"X1296" INVISIBLE 12PK	\$ 5.99
A80M97059	TAPE DISPENSER DESKTOP 1" CORE	\$ 1.77
A8260024A	MASKING TAPE 24MMX55M 36RLS/CS	\$ 1.71
A8810K12	TAPE INVISIBLE 3/4 1000	\$ 14.41
A8810P10K	MAGIC TAPE 3/4"X1000" 10PK BOX	\$ 10.71
A8845R2	BOOK REPAIR TAPE	\$ 4.85
A889724MM	FILAMENT TAPE 3" CORE CLR 24MM	\$ 4.70
A8C38BK	TAPE DISP BASIC BLACK	\$ 1.52
A987813	LP DRYLINE GRIP FASHION CLRS	\$ 2.49
A9W0TAP10	WITE-OUT CORR TAPE 10PK	\$ 15.31
E9121828	ECONOMAT WIDE UP 45X53	\$ 29.65
F10M01459	POCKET LTR 3-1/2 25BX GRN	\$ 1.00
F10M01460	POCKET LTR 3-1/2 25BX YLW	\$ 1.00
F10M01501	RCYL FF LTR 1/3 MAN 100CT	\$ 8.84
F10M01553	POCKET TYV LTR 5-1/4 10/BX BRN	\$ 11.82
F10M01559	POCKET STD LTR 3-1/2 25BX BRN	\$ 16.99
F10M01561	POCKET STD LTR 5-1/4 10BX BRN	\$ 7.79
F10M01572	POCKET LTR 3-1/2 BLUE	\$ 1.00

F10M01873	FILE FLDR 2POS LTR MAN 100BX	\$	6.93
F10M01876	FILE FLDR 1POS LTR MAN 100BX	\$	6.93
F10M97181	FLDR MANILA STRAIGHT-CUT LTR	\$	7.60
F10M97182	FILE FLDR LTR 1/3CUT MAN 100CT	\$	6.93
F10M97666	FOLDERS FILE LTR-SIZE ASSTD	\$	12.85
F153295	POLY WAVE POCKET PRJ FLDR LTR	\$	1.62
F162699	FLDR FILE ARCHIVAL MAN 1/3 LTR	\$	15.35
F162702	FF MICROBGRD MN 1/3 LTR 100/BX	\$	10.37
F1S34G	FILE POCKET 5 1/4 LTR RDFIBER	\$	2.22
F30M99035	3X5 RULED WHT INDEX CRDS 500PK	\$	1.65
F30M99036	3X5 BLANK WHT INDEX CRDS 500PK	\$	2.06
F50M97185	FLDR HANG LTR NO TAB 25/BX	\$	6.29
F50M97186	FLDR HANG LTR 1/3-TABS 25/BX	\$	7.01
F50M97187	HANGING FLDR LTR1/5 RECYCLE 25	\$	6.39
F50M97199	TAB FLDR 1/3-CUT CLEAR 25/PK	\$	0.55
F523013	DECOFLEX FILE HANGING FOLDR BK	\$	9.92
F5415215	HANG FILE FLDR ST GRN LTR 25CT	\$	12.94
F70M01920	RECYCLED CLIPBRD HRDBD-LTR	\$	0.66
F80M01434	FASTN FLDR ENDTAB MAN STRAIGHT CUT 50CT	\$	22.36
F80M01633	END TAB FLDR STR LTR MAN	\$	16.59
H10M97112	STAPLE REMOVER JAW-STYLE	\$	0.73
H10M99216	STANDARD STAPLES-3PK	\$	1.53
H135107	STAPLES STANDARD SF1 2 PACK	\$	0.96
H135450	FULL STRIP STAPLES 5000 BOX	\$	1.54
H144401	444 DESK STAPLER STD TYPE	\$	5.02

H154501	545 STANDARD STAPLER BLACK	\$	2.26
H30M97613	8" BENT SHEAR SOFT BLUEGREY	\$	2.62
H40M01372	PPR CLIPS JUMBO RECYCLED 400PK	\$	2.06
H40M01373	PPR CLIPS #1 RECYCLED 400PK	\$	0.72
H40M96609	PPR CLIPS JUMBO PREMIUM 1000PK	\$	7.97
H40M96610	PPR CLIPS #1 PREMIUM 1000PK	\$	2.35
H40M97008	CLIPS BNDR MED 1.25" 12/BOX	\$	1.20
H40M97413	CLIPS BNDR SM 3/4"/19MM 12/BX	\$	0.63
H40M99147	PPR CLIPS JUMBO 1000PK	\$	3.10
H40M99149	PPR CLIPS #1 1000PK	\$	1.39
H40M99272	SMALL BINDER CLIPS 3/8"144PK	\$	2.12
H40M99274	VALUE PK LRG BNDR CLIPS 48PK	\$	3.76
H40M99276	VALUE PK MED BNDR CLIPS 144PK	\$	5.35
H40M99801	BINDER CLIPS MINI BLACK 60PK	\$	0.72
H40M99802	BINDER CLIPS SMALL BLACK 36PK	\$	0.56
H40M99803	BINDER CLIPS MED BLACK 24PK	\$	1.25
H40M99804	BINDER CLIPS MICRO BLACK 100PK	\$	1.03
H472020	BINDER CLIPS SMALL .312 BK SV 12PK	\$	0.12
H472050	BINDER CLIPS MEDIUM BLK 12CT	\$	0.53
K110122840M	GALLERY DOCUMENT 11X14 BLACK	\$	9.80
K110161610M1	HARRISON FRAME 8.5X11 CHERRY	\$	6.37
K110701620M1	CORNELL BLACK FRAME 8.5X11	\$	3.43
K304995	WRIST KEYCOIL CHAIN PLASTIC	\$	2.64
K3210020	TRAY SDLD LTR STCKBLE BK	\$	1.49
L20M02814	OMX DURABLE BINDER BLACK 1/2"	\$	3.23

L20M02882	OMX FOLDER 2PKT LT BLUE 25PK	\$	5.38
L20M02883	OMX FOLDER 2PKT DK BLUE 25PK	\$	5.32
L20M02885	OMX FOLDER 2PKT GREEN 25PK	\$	5.32
L20M02887	OMX FOLDER 2PKT RED 25PK	\$	5.38
L20M02984	OMX DUR VW 1"BDR NONMERCH WHT	\$	2.98
L20M96000	STD WEIGHT SHEET PROT 100PK	\$	8.09
L20M97126	HVYWT SHEET PROTECTOR 100 CLEAR	\$	13.44
L226302	XTRALIFE COVER BINDER BLUE 1"	\$	3.54
L288000	BINDER,VIEW,.5",ROUND,WE	\$	2.99
L288010	QUICKFIT RR VIEW BNDR 1" WE	\$	1.95
L2A7017921	CVR RPRT BK TOP-BD	\$	2.69
L2A7025071A	SIDE BINDING REPORT COVERS	\$	1.41
L2A7025076A	CVR RPRT SIDE-BD DGRN	\$	1.42
L2A7025971A	PRESSBOARD RPT COVER 3 LTR BK	\$	1.04
L2A7025973A	PRESSBOARD RPT COVER 3 DK BE	\$	1.05
L2MBV1115BK	BINDER BLACK 1.5"RR	\$	6.10
L30M96175	PREPRINTED TOC DIV MULTI 1-31	\$	4.59
L30M96177	INDEX DIV CLEAR 8 TAB 3 PACK	\$	3.60
L30M99027	WRITE-ON DIV 8-TAB COLOR 3PK	\$	1.14
L311109	INSERTABLE 5TB BUFF-COLOR 1PK	\$	0.28
L311110	INSERTABLE 5TB BUFF-CLEAR 1PK	\$	0.28
L311112	INSERTABLE 8TB BUFF-CLEAR 1PK	\$	0.77
L311187	READY INDEX 5TB COLOR 6PK	\$	5.44
L311197	READY INDEX 15TB COLOR 6PK	\$	14.47
L311221	XWIDE BIG TAB INSERT DIVIDERS	\$	0.92

L311306	PREPRINT LAMINATE DIVIDER A-Z	\$	3.25
L311417	INDEX MAKER 8TB WHITE 1PK	\$	3.16
L311901	INSERT PLSTC 8TB COLOR 1PK	\$	1.54
L323075	WRITE-ON 5TB WHITE 1PK	\$	0.87
L9DC1500B8N	AA RECHARGEABLE BATTERIES 8PK	\$	11.94
L9DL2032BPK	LITHIUM BATTERY	\$	0.80
L9MN1500B20Z	COPPERTOP AA ALKALINE BAT 20PK	\$	19.16
L9MN1500B24	ALKALINE AA COPPERTOP VALUE PK	\$	13.60
L9MX1500B8Z	AA ULTRA BATTERIES 8PK	\$	6.67
N131578	FRIXION PT ERBL GEL .5 BLK 3PK	\$	3.87
N1GSM11BK	ROUND STIC PEN MED BLACK 12PK	\$	0.59
N231144	CHALK WHITE 12CT BOX	\$	0.26
N280174	EXPO II 4CT CHISEL ASST	\$	2.03
N50M97245	GOLF PENCILS 144CT	\$	2.88
P1054901	ASPEN 30 11" REAM	\$	3.51
P1054901CTN	ASPEN 30 20# 8.5X11 CS	\$	35.16
P1055011	PPR ASPEN 50 WE 8.5X11	\$	3.88
P1055014	ASPEN50 REAM 8.5"X14"	\$	5.25
P10M44004	OMX RECYCL MULTIPURPOSE REAM	\$	3.79
P10M55953CTN	OMX RECYCLED COPY 10-R CASE	\$	36.62
P10M55957	OMX RECYCLED COPY REAM	\$	3.47
P10M98023CTN	OMX COPY 10-R CASE	\$	31.16
P10X9001	X-9 COPY PAPER 8.5X11" RM WE	\$	3.46
P10X9001CTN	10-REAM CASE X-9 11"	\$	34.34
P1903115	CERTIFICATE COVER NAVY 5PK	\$	3.08

P1CC2241	CASCADE XEROGRAPHIC PAPER	\$	4.36
P1MP2201BE	BTTLE RCKET BLUE 11" 20#	\$	3.72
P1MP2201CY	CRACKLING CANARY 11" 20#	\$	3.72
P1MP2201PK	POWDER PINK 11" 20#	\$	3.72
P1MP2651BW	FWX CVR 8X11 65# D.WHITE	\$	4.55
P20M97222	ENV CLASP 6X9 28LB 100CT OMX	\$	6.94
P20M97225	ENV CLASP 9X12 28LB 100CT	\$	6.61
P30M03741	OMX FILLER PAPER 100CT CR	\$	0.70
P30M03742	OMX FILLER PAPER 100CT WR	\$	0.70
P30M03825	COMPBK ASSTD CLR WR 100CT	\$	1.23
P30M03827	COMPBK BLKMBL WR 100CT	\$	1.23
P30M03828	COMPBK BLKMBL CR 100CT	\$	1.23
P30M03885	OMX NTBK 1 SUB CR 100CT	\$	0.60
P30M04182	OMX FILLER PAPER 11X8.5 200CT CR	\$	1.29
P30M97310	OMX LEGAL PAD WHT 5X8 12PK	\$	3.96
P30M97312	STENO BOOK GREGG 60SH GREEN	\$	5.70
P30M97315	OMX LEGAL PAD CNY 8.5X11 12PK	\$	8.42
P30M97318	OMX LEGAL PAD WHT 8.5X11 12PK	\$	8.06
P30M97319	OMX LEGAL PAD WHT 8.5X11 12PK	\$	8.42
P30M97333	STENO BOOK GREGG WHT RECY 12PK	\$	7.29
P30M97338	OMX RECYL LGL PD WHT 8.5X11	\$	36.92
P30M97499	STENO BOOK ASSTD 6X9 80SH 4PK	\$	4.07
P363798	COMPOSITION BK 10X7.875	\$	2.30
P363828	PLNNR,WRBND,8.5X6.75,WE	\$	3.15
P374688	BK STENO GREGG 80SH WE	\$	2.03

P375101	LEGAL PAD 5X8 WHITE 12PK	\$ 4.49
P375111	LEGAL PADS 8.5X11 WHT 12PK	\$ 9.57
P399704	LEGAL PAD 5X8 CANRY 50 SHTS 6PK	\$ 4.83
P399705	LEGAL PAD 5X8 WHT 50 SHTS 6PK	\$ 4.60
P3DC4705	SALES BK 2PART 4-3/16X7-3/16	\$ 2.24
P3S8796	VOICE MSG BOOK 960 MSG	\$ 2.41
P402677	RCYCL ADD ROLL 2.25"X150' WHT	\$ 0.33
P40M97630	ADD MACH ROLL 2.25"X128'	\$ 1.55
P40M97634	ADD MACH ROLL 2.75"X150'	\$ 3.18
P500011	BOX STOR 12X10.25X24	\$ 69.82
P500704	ECONO STORAGE FILE LETTER	\$ 48.73
P50M97211	BOX STORAGE ECON 12X11X24"	\$ 31.20
S1106R01160	TONER PHASER 7760 CYN	\$ 348.11
S1106R01161	TONER PHASER 7760 MA	\$ 348.11
S1106R01162	TONER PHASER 7760 YW	\$ 348.11
S11509B002	CANON INK PGI-35 BLACK	\$ 13.71
S151645A140	HP INK 45 BLK	\$ 29.07
S192298A	HP TONER 92298A 98A BLK	\$ 96.72
S1C3903A	HP TONER C3903A 03A BLK	\$ 82.43
S1C3909A	TONER CARTRIDGE C3909A	\$ 192.35
S1C4092A	HP TONER C4092A 92A BLK	\$ 54.20
S1C4096A	HP TONER C4096A 96A BLK	\$ 90.57
S1C4127X	HP TONER C4127X 27X BLK	\$ 114.67
S1C4182X	BLACK TONER LJ8100	\$ 146.69
S1C4844A	HP INK 10 BLACK	\$ 30.62

S1C4902AN140	HP INK 940 BLACK	\$ 22.19
S1C4903AN140	HP INK 940 CYAN	\$ 16.42
S1C4904AN140	HP INK 940 MAGENTA	\$ 16.42
S1C4905AN140	HP INK 940 YELLOW	\$ 16.42
S1C4906AN140	HP INK 940XL BLACK	\$ 33.78
S1C6578DN140	HP INK 78 TRI CLR	\$ 35.93
S1C6615DN140	HP INK 15 BLK	\$ 27.46
S1C6656AN140	HP INK 56 BLK	\$ 17.20
S1C6657AN140	HP INK 57 TRI CLR	\$ 35.93
S1C7115A	HP TONER C7115A 15A BLK	\$ 48.44
S1C7115X	HP TONER C7115X 15X BLK	\$ 61.64
S1C8061X	HP TONER C8061X 61X BLK	\$ 107.66
S1C8543X	LASER TONER BLACK EACH	\$ 225.82
S1C8766WN140	HP 95 TRICOLOR PRINT CARTRIDGE	\$ 23.23
S1C8767WN140	HP INK 96 BLK	\$ 25.64
S1C9353FN140	HP INK 96/97 COMBO BLK/CLR	\$ 59.55
S1C9363WN140	HP INK 97 TRI CLR	\$ 29.57
S1C9385AN140	HP INK 88 BLK	\$ 18.18
S1C9391AN140	HP INK 88XL CYN	\$ 20.52
S1C9392AN140	HP INK 88XL MAG	\$ 20.52
S1C9393AN140	HP INK 88XL YLW	\$ 20.52
S1C9396AN140	HP INK 88XL BLK	\$ 32.67
S1C9514FN140	HP INK 98 TWIN BLK	\$ 38.92
S1C9720A	HP TONER C9720A BLK	\$ 141.05
S1C9721A	HP TONER C9721A CYN	\$ 184.07

S1C9722A	HP TONER C9722A YLW	\$ 201.48
S1C9723A	HP TONER C9723A MAG	\$ 195.12
S1C9730A	HP CLR LJ 5500 TONER-BLACK	\$ 211.81
S1C9731A	HP CLR LJ 5500 TONER-CYAN	\$ 297.02
S1C9732A	HP CLR LJ 5500 TONER-YELLOW	\$ 297.02
S1C9733A	HP CLR LJ 5500 TONER-MAGENT	\$ 297.02
S1CB435A	HP TONER CB435A 35A BLK	\$ 55.98
S1CB436A	HP TONER CB436A 36A BLK	\$ 64.35
S1CB540A	HP TONER CB540A 125A BLK	\$ 64.57
S1CB541A	HP TONER CB541A 125A CYN	\$ 59.34
S1CB542A	HP TONER CB542A 125A YLW	\$ 59.34
S1CB543A	HP TONER CB543A 125A MAG	\$ 59.34
S1CC364X	HP TONER BLACK CC364X	\$ 251.11
S1CC530A	HP TONER CC530A 304A BLK	\$ 101.03
S1CC640WN140	HP 60 INK CTRG BLK	\$ 12.13
S1CD972AN140	HP INK 920XL CYAN	\$ 12.85
S1CD973AN140	HP INK 920XL MAGENTA	\$ 12.85
S1CD974AN140	HP INK 920XL YELLOW	\$ 12.85
S1CD975AN140	HP INK 920XL BLACK	\$ 38.80
S1CE250A	1P TONER CE250A BLACK	\$ 110.63
S1CE251A	HP TONER CE251A CYAN	\$ 217.22
S1CE252A	HP TONER CE252A YELLOW	\$ 217.22
S1CE253A	HP TONER CE253A MAGENTA	\$ 217.22
S1CE278A	HP TONER CE278A 78A BLK	\$ 74.53
S1CE285A	HP TONER CE285A 85A BLK	\$ 61.40

S1CE505A	HP TONER CE505A 05A BLK	\$ 73.16
S1CE505X	HP TONER CE505X 05X BLK	\$ 133.17
S1CH561WN140	HP 61 BLACK INK CARTRIDGE	\$ 12.61
S1CN684WN140	HP 564XL BLACK INK CARTRIDGE	\$ 19.93
S1MLTD103L	SAMSUNG TONER MLT-D103L	\$ 67.22
S1MLTD209L	SAMSUNG TONER MLT-D209L BLACK	\$ 91.23
S1Q1338A	HP TONER Q1338A 38A BLK	\$ 127.36
S1Q1339A	HP LJ 4300 TONER	\$ 192.08
S1Q2610A	HP TONER Q2610A 10A BLK	\$ 118.94
S1Q2612A	HP TONER Q2612A 12A BLK	\$ 52.00
S1Q2612D	HP TONER Q2612D 12A BLK	\$ 117.86
S1Q2613A	HP TONER Q2613A 13A BLK	\$ 70.62
S1Q2613X	HP TONER Q2613X 13X BLK	\$ 83.86
S1Q2670A	HP TONER Q2670A BLK	\$ 120.30
S1Q3960A	HP TONER Q3960A 122A BLK	\$ 72.23
S1Q3961A	TONER CYAN	\$ 90.79
S1Q5942A	HP TONER Q5942A 42A BLK	\$ 111.00
S1Q5949A	HP TONER Q5949A 49A BLK	\$ 63.45
S1Q5949X	HP TONER Q5949X 49X BLK	\$ 120.98
S1Q5950A	HP TONER Q5950A 643A BLK	\$ 143.73
S1Q5951A	HP TONER Q5951A 643A CYN	\$ 200.17
S1Q5952A	HP TONER Q5952A 643A YLW	\$ 211.04
S1Q5953A	HP TONER Q5953A 643A MAG	\$ 211.04
S1Q6000A	HP TONER Q6000A 124A BLK	\$ 66.85
S1Q6001A	HP TONER Q6001A 124A CYN	\$ 72.23

S1Q6002A	HP TONER Q6002A 124A YLW	\$ 69.49
S1Q6003A	HP TONER Q6003A 124A MAG	\$ 69.49
S1Q6470A	HP TONER Q6470A 501A BLK	\$ 111.32
S1Q6471A	HP TONER Q6471A 502A CYN	\$ 111.91
S1Q6472A	HP TONER Q6472A 502A YLW	\$ 111.91
S1Q6473A	HP TONER Q6473A 502A MAG	\$ 111.91
S1Q6511A	HP TONER Q6511A 11A BLK	\$ 90.28
S1Q7551A	HP TONER Q7551A 51A BLK	\$ 115.34
S1Q7551X	CARTRIDGE LSRJET BK 6HY	\$ 229.68
S1Q7553A	HP TONER Q7553A 53A BLK	\$ 61.64
S1Q7581A	HP LJ CYAN TONER CART Q7581A	\$ 154.72
S1Q7582A	HP LJ YELLOW TONER CART Q7582A	\$ 154.72
S1Q7583A	HP LJ MAGENTA TNR CART 07583A	\$ 154.72
S1T069520S	EPSON INK T069520 MULT CLR	\$ 26.74
S1TN330	BRTN TONER TN-330 BLK	\$ 30.68
S1TN350	BRTN TONER TN350 BLK	\$ 44.63
S1TN620	BROTHER TONER TN620 BLACK	\$ 51.44
S1TN650	BROTHER TONER TN650 BLACK	\$ 82.31
S51557A002BA	CANON FAX FX-3	\$ 55.01
S57833A001AA	CANON TONER S35 BLK	\$ 114.89
S5TN430	BRTN TONER TN430 BLK	\$ 43.02
S5TN460	BRTN TONER TN460 BLK	\$ 54.30
S60M04737	GAS DUSTER 2PACK 8OZ	\$ 8.32
S60M96806	MICROFIBER CLOTH	\$ 2.94
S6DPSXLRCP	GAS DUSTER 10OZ 12EA/PK	\$ 42.09

W315948	DISINFECTING WIPES LEMON 75CT	\$	4.75
W315949EA	CLNR DSNFCT WIPES FRSH	\$	5.30
W346113	PLMLV DSH LIQ,28OZ,ANTIBC	\$	3.83
W377925	4IN1 WIPES OCEAN FRESH 80	\$	5.43

INSTRUCTIONS

1. **ORDERS:** State Agencies and Institution of Higher Education shall submit purchase orders to the Contractor via the Commonwealth of Virginia's electronic procurement system, also know as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivision they may use this contract by placing orders through eva or by using their standard purchasing order, fax, or phone order system.

Written Purchase Orders Required by the Contractor. When required by the Contractor, state agencies and public bodies will supply written purchase order forms for order under \$5,000.

Verbal & /Facsimile Orders. When a written purchase is not required by the Contractor, public bodies have the authority to place verbal and/or facsimile orders for required values at less than \$5,000

This contract is governed by the General Terms and Conditions of the Commonwealth.

2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
5. **RENEWALS. THIS IS THE FINAL RENEWAL OPTION FOR THIS CONTRACT.**
6. **PRICE ADJUSTMENTS.** During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
7. **MANDATORY SOURCES AND CONTRACTS:**

Virginia Correctional Enterprises (VCE), Virginia Industries for the Blind (VIB), and Virginia Distribution Center (VDC) are mandatory sources for all State Agencies and Institutions. Before purchasing items from this contract State Agencies and Institutions must either verify that VCE, VIB, or VDC does not manufacture the items needed or must get a release from VCE, VIB, or VDC for items that VCE, VIB, VDC produces or stocks.

State Agencies and Institution are required to purchase from other mandatory contracts. State Agencies and Institutions may purchase from this contract when the anticipated dollar expenditure for an item is below the minimum order amount stated in the mandatory contracts. As an example, COV has a contract for "batteries" with the minimum order amount of \$100.00 below \$100.00 the State Agency or Institution could use this contract to purchase their requirement. See other samples below:

Paper, Fine and Plain Envelopes in Pallets

A variety of paper products and envelopes is offered through mandatory state contracts.

Furniture

Mandatory contracts & the Department of Corrections

Forms, Stock and Continuous

Mandatory state contracts

Boxes File Storage and Corrugated

Mandatory state contracts for corrugated boxes, minimum order amount \$100 or 250 each.

Labels, Pressure Sensitive

Mandatory state contract, minimum order amount even carton lots.

3-Ring Binders, Plain and Printed

Mandatory source Department of Corrections

Pad Holders with Pads

Mandatory source Department of Corrections

Telephone Message Pads

Mandatory source Department of Corrections

Calculators

Mandatory state contracts for desktop and scientific, minimum order amounts 1 unit.

Writing Instruments

Mandatory State Contract, **ONLY** Virginia Industries for the Blind (VIB) Pens are allowed. State Agencies have to obtain a waiver from VIB to purchase writing instruments.

Computer Tapes

Mandatory state contract

Audio/Video Tapes and Audio/Visual Products and Services

Mandatory and optional state contract, minimum order amount \$100

Photographic Lamps

Mandatory state contract, minimum order amount \$50

Equipment like Reader/Printer, Mailing Machines, Dictation, and Paper Shredders

Mandatory and optional state contracts

Mopping Outfits

Mandatory state contract, minimum order amount \$250

Photographic Film

Mandatory state contract, minimum order amount \$50

Arts and Crafts

Mandatory state contract, minimum order amount \$50

Janitorial Products

Mandatory source VDC

PC Computer Hardware

State contract through VITA

PC Printers

State contract through VITA

PC Accessories

State contract through VITA

NOTE: State Agencies and Institution can request a waiver from the VCE, VIB, VDC or the contract office for the contracts listed above if the requirements of these contracts do not meet the needs of the agency.

- 8. **MINIMUM ORDERS:** Minimum orders will be \$25.00 for FOB destination to ordering agency within the Commonwealth of Virginia. See Vendor Pages for specific charges on orders that are below the minimum order amount.
- 9. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS’s request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor. (November 10, 2011): **THIS CLAUSE REPLACES THE MOST FAVORED CUSTOMER PRICING CLAUSE**
- 10. **OTHER REQUIREMENTS:**

REQUIREMENT	DESCRIPTION OF PRODUCT REQUIREMENT	OFFICE SUPPLIES	TONER
Recycled Content	Contractor must identify in its full-line product catalog which of the products from its office supplies line are made from recycled materials.	X	X
Toner Cartridges	<ul style="list-style-type: none"> • No drill and fill rebuilt toner cartridges will be accepted. • MICR: All Laser cartridges shall be OEM. Cartridges that are filled with MICR ink must include an OEM cartridge which may be new or a non used cartridge, however the remainder of the part, material, components, and assets of the cartridge shall be new. 		X

REQUIREMENT	DESCRIPTION OF PRODUCT REQUIREMENT	OFFICE SUPPLIES	TONER
Frill Rate Guarantee	The selected contractor(s) are required to maintain a 95.0% fill rate on the Full Line catalog. (Fill rate is defined as the total number of requisition lines filled/divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order).	X	X
Virginia Catalog	<p>Details of the pricing discounts are based on the discounts offered for product group along with other incentives offered as shown on the attached Discount Schedule for Office Supplies and Toner.</p> <p><u>Pricing:</u> For all items that are part of the Contractor's complete catalog, the contractor(s)'s index price should be provided with the agreed upon flat discount rate factored in to provide the Commonwealth of Virginia price for the product.</p> <p><u>Catalog Availability:</u> A catalog and price list (and its revisions) are to be printed, warehoused, and distributed by the Contractor to the Commonwealth of Virginia Institutions, and public bodies. Mid-cycle inserts may be required to notify end-users of product additions or deletions. This information, including the Commonwealth of Virginia's complete catalog of contract products shall also be available online. Contractors catalog, complete with Virginia pricing for each listed item under contract shall be available online.</p>	X	X
Delivery Location	Contractor or assignee shall make delivery of each order to an inside location (e.g. warehouse, department, etc.) as directed by Purchase Order, Direct Order, P-Card Order, Fax or Phone Order, as required by the ordering customer. Contractor shall comply with parking and delivery regulations (times, locations, permits, etc.) required by the ordering customer.	X	X
Delivery Timing	Office Supplies, including Stocked Items and Toner orders made by those accessing the Virginia contract should be delivered within 24-48 hours (for orders placed by 4:00 pm). Details of contractor delivery capacity are shown on pages 9 thru 12. Delivery of non-stock items like Furniture, Electric Office Equipment, and Miscellaneous Items will take longer.	X	X

REQUIREMENT	DESCRIPTION OF PRODUCT REQUIREMENT	OFFICE SUPPLIES	TONER
Substitute Item	In cases where an ordering customer's exact product order cannot be filled by contractor's stock, but a close substitute is available (e.g. different brand of functional and quality equivalent), a substitute item may be shipped only with ordering customer's approval. It is the contractor's responsibility to obtain and document such approval.	X	X
Online Catalog Limitation & Restricted Items Order Flag	By code the Agencies and Institutions of the Commonwealth are required to procure particular goods from mandatory sources and prohibited from using public monies for purchase of other goods. The Contractor shall be able to block, <u>according to ordering customer</u> , sections of its catalog from view in order to help agencies uphold the code. Similarly, the Contractor shall be able to program its ordering system to flag restricted items and verify that the ordering customer has a release waiver before shipping the items; this requirement is especially important for non-online ordering.	X	
Test Samples as Requested and Reasonable	Contractors will be required to supply sample products in sufficient quantities for testing purposes when requested. Samples should be provided within 2 to 4 days of request by Contract Offices.	X	X
Reporting	The Contractor shall provide a semi-annual (as necessary). This report is the Top 200 Report that contains the most frequently purchased items by one or more Commonwealth of Virginia agencies for Office Supplies and Toner (complete with full product description, list price, Commonwealth of Virginia contracted price, and unit of measure). Contractor must be able to provide monthly and quarterly reports of spending by Commonwealth agency/institution and Public Bodies by individual item purchased. Periodic reports on usage of SWAM vendors are also required.	X	X

11. **PAYMENT OPTIONS:** Contract Users may make payment by EDI, check or with the Commonwealth Authorized Small Purchase Charge Card. Contractor(s) shall accept the Commonwealth's card. Public Bodies may make payment with their own small purchase charge card. The Contractor should have the ability to accept these cards as well.
12. **PRIME CONTRACTOR RESPONSIBILITY:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using

his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

13. **PRODUCT AVAILABILITY:** Contractors has agreed that there will be no cancellation of products used without an equal and acceptable replacement approved by the designated Commonwealth of Virginia Contract Officer during the term of the agreement. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days. In such instances, Contractors shall work with the contract officer(s) to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors will be prepared to offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors shall offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount (which should be the same or be greater than the discontinued items), and final price.
14. **QUALITY ASSURANCE GUARANTEES:** The Contractor(s) shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof, which proves to be defective or fails within the warranty period as specified. In the event the product cannot be repaired or replaced to the satisfaction of the Contract User, the Contractor will refund any amounts paid to the contract by the Contract User for the product.
15. **RETURNS:**

There will be no return fees for inaccuracies or other errors on the part of the contractor.

Any materials delivered in poor condition, in excess of the amount authorized by the ordering customer or not ordered by the ordering customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense. Ordering customers should make these returns within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods.
16. **RUSH DELIVERIES:** Any rush delivery that occurs as a result of Contractor's error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
17. **SECURITY RULES AND REGULATIONS:** The contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of the Agency. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefore.
18. **SECURITY REQUIREMENTS – DEPARTMENT OF CORRECTIONS**
 - a) There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
 - b) Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.

- c) No weapon, alcohol, drugs or medications of any type are allowed on State property.
- d) Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- e) No tools shall be left about the job site unattended. When not in use, all tools and ladders shall be securely locked.
- f) Any tools, especially any type of cutting tool, if left unattended will be confiscated.
- g) All tools and ladders shall be removed daily from inside of the Institution. If storage is desired on Institution property, arrangements shall be made with the Secretary Chief of Director of Buildings and Grounds.
- h) All security regulations shall be observed at all times. These will be made known to the contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
- i) All persons entering the prison complex are subject to being searched.
- j) Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
- k) An institutional employee will be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.
- l) Agency will provide an escort guard with truck.
- m) No vehicle will be permitted to leave the facility until after the daily or routine security check.
- n) Each day, Contractor shall provide a tool and equipment list for inventory check at the sally point.
- o) Contractor shall remove all tools from facility at the conclusion of each workday.
- p) All Contractors employees shall have a valid identification with photograph at all times for identification that is acceptable to the institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the institution without valid identification.
- q) The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise impaired.
- r) Other additional security rules and regulations may also be required by the Agency.

19. **SHIPPING:** A packing label must be on each box and include the following items, visible on the outside of the box:

- Contract User
- Address
- Department and floor
- Contact
- Telephone number

A packing slip must also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order Number (Agency Order, Purchase Card Order, Direct Order. Etc.)
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

20. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS**: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price. The contractor cannot use the Commonwealth's contract prices to negotiate lower prices on existing contracts with other entities that are eligible to use the Commonwealth's contract.

If the Contractor provides or offerors to provide the goods contracted hereunder to an entity which is eligible to use this Contract, and the goods are provided or offered at a net price lower than that which is charged under this Contract, the lower net price shall be deemed immediately applied to this contract. The Commonwealth shall be entitled to refunds of the difference between the amounts paid by Contract Users and the lowest net price at which a good is provided or offered to an entity eligible to use this Contract.

21. **SPECIAL SERVICE CHARGES**: Contractors will be permitted to add charges to the invoice for orders requiring special services, such as hazardous materials handling and rush delivery, only if these services and charges are identified in the contract prior to the placement of the order and only if charges are agreed to by the agency prior to acceptance of the order. Contractor may charge extra for installation of furniture.
22. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

23. **BUSINESS AUTHORIZATION:**
AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
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