
GENERAL ORDERING INSTRUCTIONS

IMPORTANT! The applicable contract number must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

1. Purchase orders: Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible. 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.

The Virginia state contract number MA041-VA must appear on all written orders. In addition the WSCA/Utah state contract numbers MA041 must also appear on the order.

All work performed for any and all state agencies, authorities, boards, commissions, institutions, and higher education will be entered into the e-procurement site (eVA) after it is completed, simply as a confirmation order only (indicating the words, “Confirming Order, Do Not Duplicate”) on the purchase order.

All non-state entities, local governments, and political subdivisions would not have to adhere to this procedure and can utilize this contract outside of the eVA.

Since the Commonwealth of Virginia has executed a Participating Addendum on behalf of state agencies, public bodies, and political subdivision in Virginia no additional Participating Addendum are required to be signed by Authorized Contract Users when accessing this contract.

2. Complaints: 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.
3. Transportation and Packaging: Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
4. Inspection and Invoices: Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.

5. This contract has two (2) one (1) year renewals.

I. SCOPE OF CONTRACT: This Contract is to provide digital printing and copy services.

II. CONTRACTOR INFORMATION & PRICING

Contractor: OfficeMax North American, Inc.

Contractor eVA#: VC0000126040

Contractor Duns #: 178923231

**National Contract
Administration:**

Virginia Contact
Name: Stephan Perkins
Phone: 757-639-8733
Fax: 757301-2033
E-mail: sperkins@officemax.com

Website: <http://www.officemaxsolutions.com>

Federal ID No.: 82-0100960

**Order Placement
Address:** 7870 Villa Park Drive, Richmond, VA 23228

Payment Address: P.O. Box 101705 Atlanta, GA 30392-1705

Credit Card Acceptance: American Express, Discover, MasterCard, and Visa.

Minimum Orders: None

Delivery Time: 24 to 72 Hours

**Delivery & Minimum
Order** The Contractor shall provide free delivery on all order of \$50.00 or more, in which delivery is within 30 miles of any OfficeMax ImPress Commercially Ready Print or Production Center. All deliveries under \$50.00, and/or delivery to locations beyond the 30 miles from an OfficeMax ImPress Commercially Ready Print or Production Center will be shipped UPS ground at the ordering agency's expense.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Workflow: The workflow for this contract will vary from entity to entity, but these are the two main ways that this contract can be utilized:

1. Agencies/Political Subdivisions can purchase directly through any OfficeMax locations (walk-in or email submission with pickup/delivery) using a Retail Connect Card which will contain the contract pricing and pay with one of the credit cards above. See Attachment B for Virginia locations
2. If a invoicing solution is required, OfficeMax will manage that

through a billable version of the Retail Connect Card (may requires signing additional form) or build the web-based platform, specific to each entity, that allows them to upload, submit and be billed for print orders electronically.

Each agency and political subdivision can choose either or a combination of the two.

III. VIRGINIA GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that their bid and subsequent contract award was made without collusion or fraud and that they did not offer or receive any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their bid and subsequent contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not and will not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- I. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. **QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The Commonwealth further reserves the right to reject any contractor if the evidence submitted by, or investigations of, such contractor fails to satisfy the Commonwealth that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- K. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors*

Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- P. **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped and in compliance with the terms of State of Utah Contract WSCA/NASPO Cooperative Contract # MA041. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- Q. **INSURANCE:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. **CURRENCY:** The contractor shall state prices in US dollars.

W. **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.

IV. VIRGINIA SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** No indication of sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services, and the contractor shall not include the Commonwealth of Virginia in any client list in advertising and promotional materials. This clause does not apply to materials produced for use by the Commonwealth of Virginia or other public body.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AUTHORIZED CONTRACT USERS:** This optional use contract is on behalf of the Commonwealth of Virginia, it's agencies, boards, commissions, institutions, political subdivision, and other public bodies authorized by the § 2.2-4304 of the *Virginia Public Procurement Act of the Code of Virginia* to purchase from state contracts or cooperative contracts. Other than state agencies and public bodies identified above all other addition or deletion of authorized users not specifically named above shall be made only by written contract modification issued by Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

Participation under this contract by a political subdivision or public body (i.e. school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivision or public body based upon the same terms, conditions, and prices.

Each state agency, board, commission, institution, political subdivision, and other public bodies, as a state entity, that uses this contract will be treated as if they were individual customers. Each agency,, board, commission, institution, political subdivision, and other public bodies will be responsible for their own charges, fees, and liabilities. The contractor shall bill all charges, fees, shipping if applicable, and liabilities to the ordering entity.

4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **CHANGES TO THE CONTRACT:** Any change(s) to the specifications, whether at the suggestion of the ordering agency or the contractor must be approved by the contract officer prior to execution of the change(s).
6. **CONTRACTOR RESPONSIBILITY:** The Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this contract and price agreement. The Authorized Contract Users will issue purchase orders and make payments to on the Contractor.
7. **DEFINITIONS:** Contractor shall use the following definitions:
 - a. Body Copy – means printing on the main sheet of a tab divider. Body copy does not including printing on the tab portion of the divider.
 - b. Coated Cover – means all matte, dull, satin, or gloss coater cover stock of any color with 80 to 100 pound basis weight. This category also included C1S and C2S cast-coated enamel stock.
 - c. Coated Text – means all matte, dull, satin, or gloss coated test stock of any color with a 60 to 100 pound basis weight.
 - d. Color Copies – means digital or analog photocopies using CMYK toner on paper.
 - e. Customer Furnished Stock – means paper that is furnished by the Customer.
 - f. File Copying – mean photocopying services that require more labor to produce than standard black and white photocopying. File Copying included the following:
 - Grade A: Litigation Standard – Originals are large rubber-banded sections or lose documents of straight copy. Originals are one-sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.
 - Grade B: Litigation Light – Originals consists of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extent of slowing down copy output. All two-sided work that would otherwise be Grade A copying is included in this category, even if it is straight copying. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade A.
 - Grade C: Litigation C Medium – Originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or size pages per staple or clip. This grade also includes binders that require removal and reinsertion of pages. If more than three (3) copies of this grade job are requested on an order, the job must be charged as Grade B.

Grade D: Litigation Heavy – Originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages, and mixed sizes of originals, such as receipts, envelopes, statements, etc. Original may have multiple sticky notes to be removed and replaced,. These additions variables require more handling and organization, which lowers the number of copies per hour that can be produced. If more than three (3) copies of this grade of job are requested on a order, the job must be charged at Grade C.

Grade E: Glass Work – Originals require greater than fifty percent 50% hand placement on glass, such as receipts, statements, checks, envelopes, and off-sized originals, or are of extremely poor quality that require extensive handling of a page-by-page basis. If more that three(3) copies of this grade of job are requested on a job, the job must be charged at Grade D.

- g. Inline – means binding or other finishing performed automatically by a printing devise as the document is copied.
 - h. Side stitch – means stapling a document twice at the left edge.
 - i. Standard Balk and White Copies – means photocopying that use black toner on paper and requires little labor to produce.
 - j. Tabs – means paper dividers with no Mylar or other protective coating.
 - k. Transparencies – means photocopying in either black or CMYK toner on a clear plastic substrate.
 - l. Uncoated Cover – means all uncoated cover stock with a 65 to 100 pound basis weight, and 110 pound index stock. This category includes all colors and finishes of cover-weight paper, including smooth, vellum, felt, linen and laid.
 - m. Uncoated Text – mean al uncoated text and book stock with a 60 to 100 pound basis weight, and 90 pound index stock. This category includes all colors and finishes of uncoated text-weight paper, including resume paper and Astrobrights text.
 - n. Value-added Services – means services within the scope of this contract as offered by the Contractor that provides convenience and-or functionality for Authorized Contract Users who purchase service under this contract. Examples of value-added services include, but not limited to, secure production facilities for sensitive materials, etc.
8. **DELIVERY AND MINIMUM ORDER:** Delivery and minimum order shall be in accordance with the WSCA contract #MA041.

9. **INSPECTIONS**: Goods or services furnished under this contract shall be subject to inspection and test by the Authorized Contractor User at times and places determined by the Authorized Contract User. If the Authorized Contract User finds the goods and services furnishes to be incomplete or not in compliance with the proposal specification, the Authorized Contract User may reject the goods and services and require the Contractor to either correct them at no charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct the goods and services within a time deemed reasonable by the Authorized Contract User, the Authorized Contract User may cancel the order in whole or in part. Nothing in the paragraph shall adversely affect the Authorized Contract User's right including the right and remedies associated with acceptance under the Uniform Commercial Code, this Contract and the Code of Virginia.
10. **OWNERSHIP OF PRINTING MATERIALS**: All artwork, camera ready copy, dies, photos and similar materials shall remain the property of the Commonwealth of Virginia or the ordering agency. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to the invoice for payment.
11. **PAYMENT OPTIONS**: Authorized Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits.
12. **PRICE ESCALATION/DE-ESCALATION**: Price adjustments shall be as permitted under WSCA Contract Cooperative Contract # MA041.
13. **PRODUCT AVAILABILITY/SUBSTITUTION**: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the authorized contract user. The ordering agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the authorized contract user, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
14. **PUBLIC RECORDS**: Ordering agencies will be responsible for maintenance of their own records and will upon request under § 2.2-4342 *Virginia Freedom of Information Act* provide those records to the requestor.
15. **PURCHASE ORDERS**: All Purchase Orders issued by Authorized Contract Users shall include the WSCA Master Agreement # MA041. Purchase orders issued will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for goods, services and equipment provided. The parties acknowledge and agree that orders submitted to Contractor from an Authorized Contract User through the Authorized Contract Users Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

16. **REBATE**: Contractor shall pay a three-percent (3%) rebate in the form of a credit annually on all net sales to Authorized Contractor User's Agencies. Such rebates will be paid to that specific agency or political subdivision on Net Sales only.

For purposes of the rebate Net Sales is defined as all OfficeMax ImPress products (i.e., print and document production) purchased pursuant to this Contract, net of credits, returns, taxes, unpaid invoices, and freight and delivery charges when applicable.

17. **RENEWAL OF CONTRACT**: Renewals under this contract shall be based on renewal by WSCA Contract Cooperative Contract # MA041.

18. **REPORTS**: On a quarterly basis, the contractor shall submit to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply statements or reports covering the total dollar volume of purchases made under this contract for all eligible entities within the Commonwealth. The quarterly report is due by the 20th of the month following the end of the quarter. In addition, the total number of each item ordered, the item cost, by ordering agency under this contract for all eligible entities within the Commonwealth.

19. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Contractor shall not assign, sell, transfer, subcontract or sublet right, or delegate responsibility under this contract, in whole or part, without the prior written approval of the WSCA Contract Administrator.

20. **SERVICING SUBCONTRACTORS**: Contractor may use subcontractors for the performance of local marketing, warranty, delivery or technical support in accordance with the terms and conditions of this contract and price agreement.

Servicing subcontractors may not directly accept purchase orders, or payments for products or services from the Authorized Contract Users under the terms and conditions of the contract and price agreement.

21. **TAXES**: Sales to the Commonwealth of Virginia and political subdivision in Virginia are normally exempt from State sales tax. Contractor may request a copy of ordering agency tax exempt certification.

22. **WARRANTIES**: The contractor agrees that the goods or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives

any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this contract. In general the Contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will be suitable for the ordinary purposes for which such product is used, (c) the product will be suitable for any special purpose the Authorized Contract User has relied on the Contractor's skill or judgment to consider.

THE WARRANTIES EXPRESSLY STATED IN THIS "WARRANTY" SECTION SUPRESEDE ALL INCONSISTENT PROVISION OF ANY AND ALL PURCHASE ORDERS, INVOICES, ACKNOWLEDGMENT, OR OTHER WRITINGS OR STATEMENT, WRITTEN OR OTHERWISE. EXCEPT AS EXPRESSLY STATED IN THE WARRENTY SECTION, CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND PRODUCT LIABILITY, SPECIFICALLY INCLUDING WARRANTIES OR NONIMFRIGEMENT, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

23. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract may result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

All work performed for any and all state agencies, authorities, boards, commissions, institutions, and higher education will be entered into the e-procurement site (eVA) after it is completed, simply as a confirmation order only (indicating the words, “Confirming Order, Do Not Duplicate”) so they can remain compliant with their eVA mandates.

All non-state entities, local governments, and political subdivisions would not have to adhere to this procedure and can utilize this contract outside of the eVA.

ATTACHMENT A PRICING

PROD DESCRIPTION	CONTRACT PRICE
FS B&W LTR SS 20#Wh/3H	\$ 0.022
FS B&W LTR DS 20#Wh/3H	\$ 0.044
FS B&W LTR SS 24#Wh/3H	\$ 0.028
FS B&W LTR DS 24#White	\$ 0.053
FS B&W LTR SS Astro	\$ 0.050
FS B&W LTR DS Astro	\$ 0.100
FS B&W LTR SS Pastel	\$ 0.025
FS B&W LTR DS Pastel	\$ 0.050
FS B&W LTR SS Resume	\$ 0.050
FS B&W LTR DS Resume	\$ 0.100
FS B&W LTR SS Cardstock	\$ 0.110
FS B&W LTR DS Cardstock	\$ 0.170
FS B&W LGL SS 20#White	\$ 0.028
FS B&W LGL DS 20#White	\$ 0.056
FS B&W LGL SS 24#White	\$ 0.030
FS B&W LGL DS 24#White	\$ 0.060
FS B&W LGL SS Astro	\$ 0.056
FS B&W LGL DS Astro	\$ 0.100
FS B&W LGL SS Pastel	\$ 0.031
FS B&W LGL DS Pastel	\$ 0.062
FS B&W LGL SS Cardstock	\$ 0.120
FS B&W LGL DS Cardstock	\$ 0.180
FS B&W LDG SS 20#White	\$ 0.044
FS B&W LDG DS 20#White	\$ 0.088
FS B&W LDG SS 24#White	\$ 0.055
FS B&W LDG DS 24#White	\$ 0.100
FS B&W LDG SS Astro	\$ 0.099
FS B&W LDG DS Astro	\$ 0.180
FS B&W LDG SS Pastel	\$ 0.050
FS B&W LDG DS Pastel	\$ 0.100
FS B&W LDG SS Cardstock	\$ 0.180
FS B&W LDG DS Cardstock	\$ 0.290
FS B&W LDG SS Resume	\$ 0.099
FS B&W LDG DS Resume	\$ 0.180
FS B&W 12x18 SS 24#White	\$ 0.130
FS B&W 12x18 DS 24#White	\$ 0.260
FS B&W Carbonless LTR 2 pt	\$ 0.140
FS B&W Carbonless LTR 3 pt	\$ 0.220
FS B&W Carbonless LTR 4 pt	\$ 0.280
FS B&W Carbonless LGL 2 pt	\$ 0.200
FS B&W Carbonless LGL 3 pt	\$ 0.270
FS B&W Transp LTR	\$ 0.490

FS B&W Specialty Labels LTR	\$ 0.490
PROD DESCRIPTION	SELL PRICE
FS B&W Tabs LTR	\$ 0.280
FS B&W Mylar Tab LTR	\$ 0.320
Color FS Ltr 24# Laser	\$ 0.220
Color FS Ltr 32# Text	\$ 0.290
Color FS Ltr 80# Cover	\$ 0.380
Color FS Ltr Gls Coat CVR 8 pt	\$ 0.670
Color FS Ltr Gls Coat CVR 10 p	\$ 0.670
Color FS Ltr Gls Coat CVR 12 p	\$ 0.670
Color FS Ltr Gls Coat TXT 80#	\$ 0.650
Color FS Ltr Gls Coat CVR 80#	\$ 0.670
Color FS Lgl 24# Laser	\$ 0.460
Color FS LDG 24# Laser	\$ 0.790
Color FS LDG 80# Cover	\$ 0.820
Color FS LDG Gls Ct CVR 12 pt	\$ 1.670
Color FS LDG Gls Coat TXT 80#	\$ 1.670
Color FS LDG Gls Coat CVR 80#	\$ 1.670
Color FS 12x18 28# Laser	\$ 0.790
Color FS 12x18 80# Cover	\$ 0.970
Color FS 12x18 Gls Ct TXT 80#	\$ 1.770
Color FS Transparency LTR	\$ 1.500
Color FS Never Tear LTR	\$ 1.300
Color FS Presentation Folders	\$ 3.300
Color FS Glossy Labels N-UP	\$ 0.800
Color FS Glossy Labels CD	\$ 1.290
Coil Bind Card Cover 1-40 Pgs	\$ 1.490
Coil Bind Card Cvr 41-180 Pgs	\$ 1.890
Coil Bind Card Cvr 181+ Pgs	\$ 2.100
Coil Bind Vinyl Cvr 1-40 Pgs	\$ 1.490
Coil Bind Vinyl Cvr 41-180 Pgs	\$ 1.890
Coil Bind Vinyl Cvr 181+ Pgs	\$ 2.100
Velo Bind Card Cover 1-40 Pgs	\$ 1.880
Velo Bind Card Cvr 41-180 Pgs	\$ 2.090
Velo Bind Card Cvr 181+ Pgs	\$ 2.440
Velo Bind Vinyl Cvr 1-40 Pgs	\$ 2.580
Velo Bind Vinyl Cvr 41-180 Pgs	\$ 2.790
Velo Bind Vinyl Cvr 181+ Pgs	\$ 3.140
Wire Bind Card Cover 1-40 Pgs	\$ 1.880
Wire Bind Card Cvr 41-180 Pgs	\$ 2.090
Wire Bind Card Cvr 181+ Pgs	\$ 2.440
Wire Bind Vinyl Cvr 1-40 Pgs	\$ 2.580
Wire Bind Vinyl Cvr 41-180 Pgs	\$ 2.790
Wire Bind Vinyl Cvr 181+ Pgs	\$ 3.140
Comb Bind Card Cover 1-40 Pgs	\$ 1.160
Comb Bind Card Cvr 41-180 Pgs	\$ 1.490
Comb Bind Card Cvr 181+ Pgs	\$ 1.990

Comb Bind Vinyl Cvr 1-40 Pgs	\$ 1.160
Comb Bind Vinyl Cvr 41-180 Pgs	\$ 1.490
PROD DESCRIPTION	SELL PRICE
Comb Bind Vinyl Cvr 181+ Pgs	\$ 1.990
Tape Bind Card Cover 1-40 Pgs	\$ 1.490
Tape Bind Card Cvr 41-180 Pgs	\$ 1.590
Tape Bind Card Cvr 181+ Pgs	\$ 2.230
Tape Bind Vinyl Cvr 1-40 Pgs	\$ 1.490
Tape Bind Vinyl Cvr 41-180 Pgs	\$ 1.590
Tape Bind Vinyl Cvr 181+ Pgs	\$ 2.230
SS B&W LTR SS 20#Wht	\$ 0.050
SS B&W LTR DS 20#Wht	\$ 0.100
SS B&W LTR SS 24#Lsr/Clr	\$ 0.060
SS B&W LTR DS 24#Lsr/Clr	\$ 0.110
SS B&W LTR SS Pastel/Card	\$ 0.110
SS B&W LTR DS Pastel/Card	\$ 0.150
SS B&W LTR SS Resume	\$ 0.130
SS B&W LTR DS Resume	\$ 0.180
SS B&W LGL SS 20#Wht	\$ 0.060
SS B&W LGL DS 20#Wht	\$ 0.110
SS B&W LGL SS 24#Lsr/Clr	\$ 0.060
SS B&W LGL DS 24#Lsr/Clr	\$ 0.120
SS B&W LGL SS Pastel/Card	\$ 0.110
SS B&W LGL DS Pastel/Card	\$ 0.170
SS B&W LDG SS 20#Wht	\$ 0.100
SS B&W LDG DS 20#Wht	\$ 0.200
SS B&W LDG SS 24#Lsr/Clr	\$ 0.110
SS B&W LDG DS 24#Lsr/Clr	\$ 0.210
SS B&W LDG SS Pastel/Card	\$ 0.150
SS B&W LDG DS Pstl/Crd	\$ 0.250
Color SS Ltr 24# Laser	\$ 0.310
Color SS Lgl 24# Laser	\$ 0.460
Color SS 11x17 24# Laser	\$ 0.720
Stapling - Machine	\$ 0.010
Stapling - Hand	\$ 0.030
Folding-Machine	\$ 0.015
Folding-Hand	\$ 0.060
Booklet Making - Auto	\$ 0.120
Booklet Making - Hand	\$ 0.230
Padding (min 10)	\$ 0.150
Shrink Wrapping	\$ 0.350
Pouch Lam LTR 3 or 5 mil	\$ 0.700
Pouch Lam LTR 7 or 10 mil	\$ 1.400
Pouch Lam LTR Black Back	\$ 1.050
Pouch Lam LTR Sticky Back	\$ 1.400
Pouch Lam LGL 3 or 5 mil	\$ 1.050
Pouch Lam LGL 7 or 10 mil	\$ 2.100

Pouch Lam 11x17 3 or 5 mil	\$ 1.400
Pouch Lam 11x17 7 or 10 mil	\$ 2.800
Pouch Lam Luggage Tag	\$ 0.550
PROD DESCRIPTION	SELL PRICE
Pouch Lam ID Card 3 or 5 mil	\$ 0.480
Pouch Lam ID Card 7 or 10 mil	\$ 0.970
Roll Lam LTR 3 or 5 mil	\$ 0.700
Roll Lam LTR 7 or 10 mil	\$ 1.400
Roll Lam LGL 3 or 5 mil	\$ 1.050
Roll Lam LGL 7 or 10 mil	\$ 2.100
Roll Lam 11x17 3 or 5 mil	\$ 1.400
Roll Lam 11x17 7 or 10 mil	\$ 2.800
Roll Lam 18x24 3 or 5 mil	\$ 2.100
Roll Lam 18x24 7 or 10 mil	\$ 4.200
Roll Lam 18x48 3 or 5 mil	\$ 4.200
Roll Lam 18x48 7 or 10 mil	\$ 8.400
Roll Lam Lin Ft Untrimmed 5 mi	\$ 1.400
Roll Lam Lin Ft Untrimmed 10 m	\$ 2.800
Lam Access Pressure Sens/Clip	\$ 0.270
Lam Access Breakaway Lanyard	\$ 1.190
Lam Access Retractable Holder	\$ 2.110
Mount 9x12 Presentation Fldr	\$ 3.490
Mounting 10.5x13 Sign	\$ 5.310
Mounting 12.5x19 Sign	\$ 6.780
Fax Send Local	\$ 0.700
Fax Send Long Distance	\$ 1.050
Fax Send International 1st Pag	\$ 3.490
Fax Send Intern Addtnl Pages	\$ 2.090
Fax Reception	\$ 0.350
Engineering 20# Bond 24x36	\$ 1.900
Engineering 20# Bond per sq ft	\$ 0.340
Engineering Vellum 24x36	\$ 2.770
Eng Sheet 18x24 20# Bond	\$ 1.390
Zoomer 18x24 Paper Copy	\$ 1.400
Zoomer 18x24 Card Copy	\$ 3.490
Zoomer 18x48 Card Copy	\$ 6.990
Zoomer 18x24 Paper Blank Sheet	\$ 0.350
Zoomer 18x24 Card Blank Sheet	\$ 1.400
Zoomer 18x48 Card Blank Sheet	\$ 2.800
LF Color Per Sq Ft Coated	\$ 1.450
LF Color Per Sq Ft Super Gloss	\$ 4.550
LF Color Per Sq Ft Canvas	\$ 7.550
LF Color Per Sq Ft Vinyl	\$ 6.650
LF Lam 16x24 3/5ml Gls/Lstr La	\$ 4.730
LF Lam 16x24 3/16 FoamCore Mt	\$ 7.350
LF Lam 18x24 3/5ml Gls/Lstr La	\$ 4.730
LF Lam 18x24 10ml Gls/Lstr Lam	\$ 6.150

LF Lam 18x24 3/16 FoamCore Mt	\$ 7.350
LF Lam 24x36 3/5ml Gls/Lstr La	\$ 9.450
LF Lam 24x36 10ml Gls/Lstr Lam	\$ 12.290
LF Lam 24x36 3/16 FoamCore Mt	\$ 14.700
PROD DESCRIPTION	SELL PRICE
LF Lam 32x40 3/5ml Gls/Lstr La	\$ 14.180
LF Lam 32x40 10ml Gls/Lstr Lam	\$ 18.430
LF Lam 32x40 3/16 FoamCore Mt	\$ 22.050
LF Lam 36x48 3/5ml Gls/Lstr La	\$ 18.900
LF Lam 36x48 10ml Gls/Lstr Lam	\$ 24.570
LF Lam 36x48 3/16 FoamCore Mt	\$ 29.400
LF Lam 40x60 3/5ml Gls/Lstr La	\$ 26.780
LF Lam 40x60 3/16 FoamCore Mt	\$ 41.650
LF Mount 3/5ml Gls/Lstr Lam	\$ 1.580
LF Mount 10ml Gls/Lstr Lam	\$ 2.050
LF Lam 3/16 Foam Core Mount	\$ 2.450
LF Lam 1/4 Rhino Board Mount	\$ 4.380
LF Mount Apply PSA Adh/Artic	\$ 2.630
LF Mount Apply PSA Lam/Gls/Lst	\$ 2.280
LF Mount ea Grommets	\$ 0.700
LF Mount Vinyl Ban Lam Gls/Lst	\$ 1.580

OFFICEMAX VIRGINIA LOCATIONS						
ATTACHMENT B						
Store #	Location	Address	City	Zip	Phone	Fax
0289	Chesapeake Square Mall	4210 Portsmouth Boulevard	Chesapeake	23321	7574659097	7574659099
0547	Chesapeake	1332 Greenbrier Parkway	Chesapeake	23320	7573829102	7573829078
1056	Bermuda Crossroads Marketplace	12256 Bermuda Crossroads Lane	Chester	23831	8047486147	8047486154
0825	The Marketplace	2505 Market Street	Christiansburg	24073	5403814480	5403814481
0745	Danville	153 Crown Drive	Danville	24540	4347934970	4347934971
1017	Virginia Center Commons	10091 Brook Road	Glen Allen	23059	8045539400	8045530296
0597	The Colonnades West	10941 West Broad Street	Glen Allen	23060	8047471862	8047624899
0062	Todd-Shopping Center	2330-B West Mercury Boulevard	Hampton	23666	7578386897	7578387663
0750	Lynchburg	2535 Wards Road	Lynchburg	24502-2105	4342378848	4342371790
0744	Liberty Fair Mall	240 Commonwealth Boulevard	Martinsville	24112	2766320381	2766320658
1155	Mechanicsville	7266 Mechanicsville Turnpike	Mechanicsville	23111	8045699370	8045699355
1100	Commonwealth Centre	4901 Commonwealth Centre Pkwy	Midlothian	23112	8047635697	8047635698
1399	Westchester Commons	141 Perimeter Drive	Midlothian	23114	8043791514	8043792263
0562	Yoder Plaza Shopping Center	12144 Jefferson Avenue	Newport News	23602	7572495166	7578819168
0067	Janaf Shopping Center	5900 East Virginia Beach Boulevard	Norfolk	23502	7574592235	7574592513
1391	White Oak Village	4531 S Laburnum Avenue, Suite 730	Richmond	23231	8042222241	8042224260
1476	Staples Mill Square	9041 Staples Mill Road	Richmond	23228	8046727705	8046727739
0310	Richmond West Broad	6301 West Broad Street	Richmond	23230	8042883230	8042883631
0327	Towne Square Shopping Center	1372 Towne Square Boulevard	Roanoke	24012	5402650644	5402650049
1470	Harbor East	6253 College Drive,	Suffolk	23435-	7574833985	7574839012

	View	Suite 400		2768		
1350	Red Mill	2277 Upton Drive, Suite 706	Virginia Beach	23454	7574300205	7574300215
1390	Virginia Beach	3364 Princess Anne Rd, Suite 509	Virginia Beach	23456	7573683137	7573683151
0341	Hilltop North Shopping Ctr	749 Hilltop North Shopping Center	Virginia Beach	23451	7574281200	7574284039
0474	Dean Plaza	4725 Virginia Beach Boulevard	Virginia Beach	23462	7576712370	7574900922
0066	Lynnhaven E. Shopping Center	2701 North Mall Drive, Ste 103	Virginia Beach	23452	7574987445	7574987459
0844	Winchester	2188 South Pleasant Valley Road	Winchester	22601	5407236617	5407236618