CITY OF LINCOLN
NEBRASKA

Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

MAYOR COLEEN J. SENG

lincoln.ne.gov

LINCOLN
The Community of Opportunity

The US Communities Purchasing Alliance consisting of: The U.S. Conference of Mayors, the National Association of Counties (NACo), Association of School Business Officials International (ASBO), National League of Cities, and the National Institute of Government Purchasing (NIGP) has requested bids and awarded contracts for catalog discounts on Office and School Supplies. In the past we have taken advantage of cooperative buying power from this National Program. We request the County Board to consider the attached contract agreement for our office supply needs. U.S. Communities Purchasing Alliance has contracted with:

Office Depot Business Services Division

This agreement is a non ***exclusive participation program offered to us at no cost or fees to participate.*** We recommend award of the County requirements to:

Office Depot Business Services Division

This will be a **non-exclusive award for discounts off the catalog prices and manufacturers list prices** as per the agreement summary, attached, for your review ("Term Contract Agreement" signed by Los Angeles County, CA - lead agency on the contract). *Term is four (4) year agreement with two renewal options of one (1) year each.* The contract began January 2, 2006 and has the potential to continue through January 1, 2012 (if both one year renewals are pursued). A summary of some of the details is listed below:

1. The County will receive a discount of up to 85% off manufactures list price for a core list of high use items (500 items in this category).

2. All other catalog items discounted 10% off the Office Depot public website - up to 80% off list price.

3. If the County is able to reach 40% of orders placed via E-Commerce (on-line), a rebate incentive equal to 0.5% of the total sales volume will be applied.**

4. If the County is able to reach 80% of orders placed via E-Commerce, a rebate incentive equal to 1% of the total sales volume will be applied.

5. The County will receive Annual Rebates based on the County's Annual Volume of Purchases using the following:

5.1	Annual Purchases of	$ 500,000 - $1,000,000	Rebate of 0.5% of Purchases **
5.2	Annual Purchases of	$1,000,000 - $3,500,000	Rebate of 2.0% of Purchases
5.3	Annual Purchases of	$3,500,000 and above	Rebate of 5.0% of Purchases

** NOTE: The City of Lincoln and Lancaster County are currently in this bracket - on the previous contract we received a rebate for 0.5% of our combined purchases. We are also very close to the 40% E-Commerce, and would push to educate more of the users on this process to allow us to receive an addition 0.5% rebate (total of 1% between the two incentive programs is possible for this contract).

To Board: 01/17/06
Action Required: Purchasing Post contract award and price details upon Board approval

F:\FILES\SHARPURC\Kathy\AWARD\Joint City&County\OfficeDepotCoOp-UsCommunitiesContract.wpd

U.S. COMMUNITIES

Government Purchasers Saving You Money

Founding Co-Sponsors

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Los Angeles, CA (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Joe Sandoval

Authorized Signature

Joe Sandoval, Division Manager
Purchasing and Contract Services
County of Los Angeles

Name and Title of Signer

7/3/02

Date

TERM CONTRACT
AWARD

INTERNAL SERVICES DEPARTMENT

NUMBER : 42595
BUYER : PAYTON PRICE
BUYER PHONE : (323) 267-2575-0000
T-NUMBER :
DATE ISSUED : 11/08/05
VENDOR NUMBER : 001059 -03
VENDOR PHONE : (818) 837-2580-511
REQ AGENCY : IS9000
INTERNAL SERVICES DEPARTMENT
AGENCY REQ NO. :
REQ NO. : 11022107
FISCAL YEAR : 06
EFFECTIVE DATE : 01/02/06
EXPIRATION DATE: 01/01/10

OFFICE DEPOT-BUSINESS SERVICES
225 PARKSIDE DR.
SAN FERNANDO, CA 91340-3033

OFFICE AND CLASSROOM SUPPLIES

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

Payton Price
COUNTY OF LOS ANGELES

V
11/29/05
VENDOR SIGNATURE/DATE

PSCONT. INFORMS 1995

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

Attorney / Paralegal:

Date: 11/29/05

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

PRICE SHEET		TERM CONTRACT			
NUMBER : 42595 T-NUMBER :		VENDOR : OFFICE DEPOT-BUSINESS SERVICES			PAGE 5
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE				
00001	COMMODITY CODE: 615-99-035866 BRAND: OFFICE DEPOT OFFICE SUPPLIES -COMPLETE LINE - PRICING BASED ON DISCOUNTS OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING TO INCLUDE: GENERAL OFFICE SUPPLIES, PAPER PRODUCTS, TECHNOLOGY PRODUCTS, FURNITURE AND TONER PRODUCTS NOTE: THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS AGREEMENT/CONTRACT FOR THE COUNTY OF LOS ANGELES: PAPER - FOR COPIERS AND PRINTERS COMPUTERS AND COMPUTER PERIPHERALS PHOTOCOPIERS TONER PRODUCTS CAMERAS, FILM AND ACCESSORIES JANITORIAL PRODUCTS FOOD ITEMS REFRIGERATORS AUDIO-VISUAL ITEMS FURNITURE (PURCHASE OR RENTAL) CLASSROOM SUPPLIES ARTS & CRAFT ITEMS				
00002	COMMODITY CODE: 615-99-035866 BRAND: OFFICE DEPOT OFFICE SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/CONTRACT PERIOD. REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR CORE LIST OF ITEMS AND PRICING.				

PRICE SHEET	TERM CONTRACT	
NUMBER : 42595 T-NUMBER :	VENDOR : OFFICE DEPOT-BUSINESS SERVICES	PAGE 6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00003	COMMODITY CODE: 615-99-035866 BRAND: OFFICE DEPOT CLASSROOM SUPPLIES - COMPLETE LINE - PRICING BASED ON DISCOUNT OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING. TO INCLUDE: ART AND CRAFTS PRODUCTS AND CLASSROOM PAPER PRODUCTS				
00004	COMMODITY CODE: 615-99-035866 BRAND: OFFICE DEPOT CLASSROOM SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/ CONTRACT PERIOD. REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR ITEMS AND PRICING PRICES, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH REQUEST FOR PROPOSAL (RFP) NO. 218955 AND OFFICE DEPOT'S RESPONSE TO RFP NO. 218955. MAIL PURCHASE ORDERS TO: OFFICE DEPOT - BUSINESS SERVICES VENDOR NO. 051258-15 ATTENTION: JEAN DAVIS 6304 WOODSIDE COURT COLUMBIA, MD 21046 (800) 890-4914, EEXT. 3560 FEIN: 59-2663954 RESELLER'S TAX PERMIT NO./ CERTIFICATE OF REGISTRATION NO.: SR Z OHC 99-801149				

INTERNAL SERVICES DEPARTMENT

PURCHASING DIVISION

MASTER AGREEMENT

NO. 42595

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

PRICE SHEET		TERM CONTRACT			
NUMBER : 42595 T-NUMBER :		VENDOR : OFFICE DEPOT-BUSINESS SERVICES			PAGE 7
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	REFERENCE MASTER AGREEMENT NO. 42595 BY AND BETWEEN THE COUNTY OF LOS ANGELES AND OFFICE DEPOT FOR OFFICE AND CLASSROOM SUPPLIES VENDOR CONTACT FOR LOS ANGELES COUNTY: SAM CISTERNINO (800) 488-2018, EXT. 585 ISD - PURCHASING DIVISION CONTACT: MARY WALCOTT (323) 267-2208				

Open Bid Listing

Bid #	Title	Type	Department	Closing Date
SH-ICS 2005	INMATE COMMISSARY SERVICES RFP	Service	Sheriff	8/22/2005 4:00 PM
RDC0011808	LAKE VISTA DRIVE OVER MALIBOU LAKE	Construction	Public Works	7/7/2005 11:00 AM
461-05-03	LANDSCAPE AND GROUNDS MAINTENANCE - AREA 5	Service	Public Library	7/25/2005 1:00 PM
RDC0014436	LANGFORD STREET COMMUNITY GREENING PROJECT AND OLY	Construction	Public Works	7/12/2005 11:00 AM
05-0040	Los Robles Park General Improvements	Construction	Parks and Recreation	7/19/2005 11:00 AM
05091-RFP	Maintenance, Repair and Operating Supplies	Commodity	Internal Services Department	7/1/2005 12:00 PM
CAO01-052	Management and Operation of Cafeteria Concession –	Service	Chief Administrative Office	7/14/2005 5:00 PM
SMDMDR0008	MARINA DEL REY REHABILITATION OF SEWER MANHOLES	Construction	Public Works	7/5/2005 11:00 AM
CMS 05-008	Newspaper Publication	Service	Children & Family Services / Adoption	7/29/2005 12:00 PM
SMDACO0103	NORMANDIE AVENUE, ET AL., SANITARY SEWERS	Construction	Public Works	7/19/2005 11:00 AM
CM-05-037	Nueva Maravilla Parking Lots Project	Construction	Community Development Commission	7/21/2005 2:00 PM

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Bid Detail Information

Bid Number :	218955
Bid Title :	Office and Classroom Supplies
Bid Type :	Commodity
Department :	Internal Services Department
Commodity :	OFFICE SUPPLIES, GENERAL
Open Date :	6/23/2005
Closing Date :	8/18/2005 12:00 PM
Bid Amount :	$ 300,000
Bid Download :	Available
Bid Description :	Please read all pages and follow all instructions carefully prior to attending the Proposer Conference on July 21, 2005. Information regarding the conference is contained within the RFP. Proposers must submit one (1) original hardcopy, one (1) electronic (CD) copy in Excel format(not PDF) plus nine (9) duplicate hardcopies of your proposal response, including price lists/catalogs and related documentation.
Contact Name :	Payton Price
Contact Phone# :	(323) 267-2575
Contact Email :	pprice@isd.co.la.ca.us
Last Changed On :	6/23/2005 5:11:31 PM

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MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT

FOR OFFICE AND CLASSROOM SUPPLIES

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

EXHIBIT D - VENDOR'S EEO CERTIFICATION

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT

FOR OFFICE AND CLASSROOM SUPPLIES

1.0 PURPOSE

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

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

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

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

1.1 Priority of Interpretation

This document without Exhibits is referred to as the "Base Agreement." The Base Agreement and Exhibit A are attached to and form a part of this Master Agreement. Exhibits B and C, referenced below but not attached, are hereby incorporated herein by reference. Any reference throughout the Base Agreement and each of its Exhibits to the "Master Agreement" shall, unless the context clearly denotes otherwise, denote the Base Agreement with all Exhibits hereby incorporated. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the Exhibits according to the following priority:

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

1.2 Entire Master Agreement

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

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

2.0 DEFINITIONS:

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

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

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

2.3 Fiscal Year

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

2.4 Normal Working Hours

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

A. "5/40" which is normally eight (8) hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;

B. "9/80", which is a flexibly arranged nine (9) hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or

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

2.5 Master Agreement

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

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

3.0 CHANGE NOTICES AND AMENDMENTS

3.1 Master Agreement Changes:

3.1.1 For any change which affects the period of performance, payments, or any term condition included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR''s originally executing Authorized Officials, or designees.

3.1.2 For any change which does not affect the, period of performance, payments, or any rights or obligations of this Master Agreement, a Change Notice shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR.

4.0 WORK

VENDOR shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all tasks, deliverables, sub-deliverables, goods, services, and other work as set forth herein and elsewhere hereunder.

4.1 Non-transferable Responsibilities

No assumption or takeover of any of VENDOR's duties, responsibilities, or obligations, or performance of same by any entity other than VENDOR whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

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

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

4.2 Assignment and Subcontracting

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

4.3 Time is of the Essence

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

5.0 TERM OF AGREEMENT

5.1 Term

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

5.2 Extension

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

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

6.0 METHOD OF PURCHASE, INVOICING AND PAYMENTS

6.1 Purchase Order(s)

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

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

6.2 Prices, Discounts and Changes

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

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

Unless otherwise qualified, revisions shall be effective on the seventh (7) business day after such notification and receipt thereof. Upward revisions shall be subject to acceptance by COUNTY.

6.2.3 If an increase in price is determined not to be acceptable by COUNTY, VENDOR will be obligated to furnish the ordered products at the previous price(s).

6.2.4 COUNTY reserves the right to review discount structures at the end of the initial twelve (12) months of the proposed Agreement and amend same if such is in the best interest of the COUNTY. A primary consideration will be the then current annual dollar volume as opposed to the original dollar estimate of the Agreement (including volume generated by all participating agencies).

6.2.5 Notwithstanding anything herein to the contrary for thirty (30) days from date of delivery to Customer, should Customer find a lower price, offered in Southern California, for the same product, payment terms, quantity and delivery terms and conditions set forth in the applicable purchase order and this Agreement, VENDOR shall, upon presentation of authentic, (e.g., sales invoice, advertisement(s) proof of such, immediately refund the difference to Customer. This paragraph shall not apply to special and/or one-time offers, liquidation sales and discounted product(s). Further, COUNTY contract VENDORS and non-authorized resellers where required by the manufacturers, are excluded.

6.3 Warranty and Product Compliance

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

6.4 Invoices and Payment Terms

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

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

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

6.5 Product Pricing and Maintenance

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

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

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

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

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

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

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

6.5.5 Catalogs shall have complete descriptions of each item.

6.6 Independent CONTRACTOR Status

6.6.1 This Master Agreement is by and between COUNTY and VENDOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and VENDOR. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

6.6.2 VENDOR understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of worker's compensation liability, solely employees of VENDOR and not employees of COUNTY. VENDOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of VENDOR hereunder.

6.6.3. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Indemnification

VENDOR agrees to indemnify, defend and hold harmless COUNTY, COUNTY Special Districts, and Participating Government entities and their elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits connected with VENDOR's operations, goods and/or commodities or services provided hereunder as well as for damage or workers' compensation benefits relating to VENDOR's and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to VENDOR's and its subcontractors' property, or property in the care, custody, or control of VENDOR and/or its subcontractor(s). This indemnity shall include, but not be limited to claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

7.2 Insurance

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

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

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

7.3 Liability Insurance

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

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

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

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

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

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

7.3.5 Crime Coverage: Insurance in an amount not less than $1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name COUNTY as loss payee.

7.4 Failure to Procure Insurance

Failure on the part of VENDOR to obtain and maintain all required insurance coverage is a material breach upon which COUNTY may, in its sole discretion, immediately suspend VENDOR's performance or terminate this Agreement.

8.0 RECORDS, DOCUMENTS AND AUDITS

VENDOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. VENDOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. VENDOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by VENDOR and shall be made available to COUNTY during the terms of this Agreement and for a period of four (4) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by VENDOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, VENDOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

In the event that an audit is conducted of VENDOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by VENDOR or otherwise, then VENDOR shall file a copy of the audit report with COUNTY's Auditor-Controller within thirty (30) days of VENDOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of VENDOR to comply with the provisions of this Paragraph 8.0 shall constitute a material breach upon which COUNTY may terminate or suspend this Agreement.

8.1. Publicity

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

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

9.0 EMPLOYMENT ELIGIBILITY VERIFICATION

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

10.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement.

11.0 WAIVER

No waiver by either party of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 11.0 are non-exclusive and cumulative.

12.0 GOVERNING LAW, JURISDICTION AND VENUE

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

13.0 SEVERABILITY

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

14.0 HIRING POLICIES

14.1 Prohibition of Hiring

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

15.0 TERMINATION FOR GRATUITIES

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

16.0 TERMINATION FOR INSOLVENCY

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

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

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

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

17.0 TERMINATION FOR DEFAULT

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

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

VENDOR shall not be liable for any excess costs if its failure to perform under this Master Agreement, arises from force majeure, i.e., causes beyond the control and without the fault or negligence of VENDOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both VENDOR and subcontractor, and without the fault or negligence of either, VENDOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit VENDOR to meet the requirements. As used in this subparagraph the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

If, after COUNTY has given notice of termination under the provisions of the Paragraph 17.0, it is determined by COUNTY that VENDOR was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 18.0 (Termination for Convenience).

The rights and remedies of COUNTY provided in this Paragraph 17.0 are non-exclusive and cumulative.

18.0 TERMINATION FOR CONVENIENCE

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

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

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

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

19.0 TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE

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

20.0 COUNTY AUDIT SETTLEMENTS

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

21.0 CONFLICT OF INTEREST

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

VENDOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. VENDOR warrants that it is not now aware of any facts which create a conflict of interest. If VENDOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

22.0 FORCE MAJEURE

Neither party will be liable for delays in performance beyond reasonable control, including, but not limited to, fire, flood, acts of God, or restriction of civil or military authority.

23.0 MOST FAVORED PUBLIC ENTITY

VENDOR represents that the price charged to COUNTY in this Agreement do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

If VENDOR'S prices decline, or should VENDOR, at any time during the term of this Master Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to COUNTY.

24.0 DAMAGE TO COUNTY FACILITIES, BUILDING OR GROUNDS

VENDOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by VENDOR or employees, subcontractors or agents of VENDOR. Such repairs shall be made immediately after VENDOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If VENDOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, as determined by COUNTY, for such repairs shall be repaid by VENDOR by cash payment upon demand or COUNTY may deduct such cost from any amounts due to VENDOR from COUNTY.

25.0 RESTRICTION ON LOBBYING

25.1 <u>COUNTY Projects</u>

VENDORS, and each COUNTY lobbyist or COUNTY lobbying firm as defined in COUNTY Code Section 2.160.010 retained by VENDORS, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of VENDOR or any COUNTY lobbyist or COUNTY lobbying firm retained by VENDOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this

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

26.0 NOTICES

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

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

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

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

27.0 AUTHORIZATION WARRANTY

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

28.0 VARIATION OF TERMS

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

29.0 CANCELLATION OF ORDERS

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

30.0 NON-EXCLUSIVITY

This Agreement is non-exclusive and shall not in any way preclude COUNTY from entering into similar agreement and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

COUNTY makes no representation that it or any governmental entity will purchase any minimum quantities or dollar amounts.

31.0 Compliance with Applicable Law

VENDOR shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

VENDOR warrants that the products shipped may be used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body. These laws, ordinances, rules or regulations include, but are not limited to, CAL/OSHA and County Code Title 27 and Ordinance No. 4388 (electrical approval) and are incorporated herein by reference.

VENDOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of VENDOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

32.0 Fair Labor Standards

VENDOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for work performed by VENDOR's employees for which COUNTY may be found jointly or solely liable.

33.0 Nondiscrimination and Affirmative Action

VENDOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and

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

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

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

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

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

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

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

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

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

The parties agree that in the event VENDOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

34.0 CONSUMPTION REPORTS/ITEM NUMBERS/RESTRICTED PURCHASES

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

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

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

35.0 ORDERING REQUIREMENTS

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

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

36.0 PARTICIPATING MUNICIPALITIES

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

37.0 EXCLUSIONS:

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

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

AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

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

AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

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

COUNTY OF LOS ANGELES

By Payton Price

Name: Payton Price

Title: Purchasing Agent Designee

VENDOR

By:

Name: Robert Cetina

Title: V.P. BSG

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

Attorney / Paralegal:

Date: 11/29/05

EXHIBIT A

OFFICE SUPPLIES
PRICING AND DISCOUNTS

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

TONER ITEMS:	
Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%
FURNITURE:	
Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%
GENERAL OFFICE SUPPLIES:	
Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%
Discount allowed for General Office and Stationery Supplies-Most Frequently Ordered Items (MFOI)	LL 70% w/15% GP floor
TECHNOLOGY PRODUCTS:	
Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 13 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 22 GM
Cost Plus Percentage allowed for MFOI General Office and Stationery Supplies	Cost Plus 13 GM
PAPER PRODUCTS:	
Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 17 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 25 GM
Cost Plus Percentage allowed for MFOI General Office and Stationery Supplies	Cost Plus 17 GM
CATALOG PRODUCTS MARKED M AND S:	
Discounts allowed for products in Catalogs marked M and S:	LL 10%
CORE PRODUCTS:	**Fixed Price**

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

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	IOMEGA CORP.	IOM32625	ZIPDISK,PC/MAC,250MB,4PK	PK	$19.02	$79.99	880	742709326257	241	905914
	IOMEGA CORP.	IOM32606	ZIPDISK,PC/MAC,100MB,10PK	PK	$39.59	$149.99	880	742709326066	352	905149
	IOMEGA CORP.	IOM32629	ZIPDISC,PC/MAC.250MB,8/PK	PK	$33.97	$89.19	880	742709326295	161	910864
	BIC CORPORATION	BICWOC12-WHITE	WITE OUT MULTI WHITE 12PK	DZ	$3.90	$12.60	348	20070330500451	2811	358234
	NESTLE WATERS NO. AMERICA	7343086654	WATER,BOTTLES,24/CASE	CA	$4.48	$10.99	484	022592857985	1822	503576
	ACCO USA INC	ACC719-4BL	WALLET,LTR,3.5",DK.BLU	EA	$1.26	$4.49	107		3645	936914
	WAUSAU PAPERS (PAPER)	82211	VLM BRSTL67# 8.5X11 WHITE	PK	$3.44	$11.95	34	759598822111	2356	348243
	BROTHER INT'L	BRTEM630	TYPEWRITER,BUSINESS CLASS	EA	$350.43	$649.99	808	012502523079	19	632755
x	3M COMPANY	MMMODWO-100	TRANSPARENCY,WRITE-ON,100	BX	$4.15	$21.99	747	051125604666	1326	337843
x	3M COMPANY	MMMODPPC-100S	TRANSPARENCY,OD BRAND,W/S	BX	$7.65	$31.99	747	051125604659	4099	337810
	BUNZL DISTRIBUTION	BNZ21271	TISSUE,KLEENEX,BOUTIQUE	P6	$7.20	$13.96	478	036000212716	1403	618405
	MEMOREX	32507751	THUMBDRIVE,512MB USB	EA	$29.26	$69.99	832	034707077515	144	162109
	MEMOREX PRODUCTS, INC.	32507725	THUMBDRIVE,256MB USB 2.0	EA	$17.72	$49.99	832	034707077256	421	161974
	MAXELL (MEDIA)	MAX213030	TAPE,VHS,T-160,MAXELL,3PA	PK	$2.58	$9.33	749	025215213038	2577	107401
	3M COMPANY	MMM600-3/4X1296	TAPE,TRANSPARENT,3M,3/4X1	RL	$0.95	$3.33	266	021200074578	9376	172395
	3M COMPANY	MMM5910-3/4X1296}	TAPE,TRANSPARENT,3/4"X36Y	RL	$0.40	$1.54	266	021200074431	3974	910406
	3M COMPANY	MMM5910-1/2X1296}	TAPE,TRANSPARENT,1/2"X36Y	RL	$0.27	$1.03	266	30021200074425	7274	910398
	3M COMPANY	MMM3750-6PK2B	TAPE,SEAL,BOX,2X55YDS,6PK	P6	$14.11	$44.10	233	50021200498102	1088	427261
	3M COMPANY	MMM3750-RDTT	TAPE,PACKING,TRANSPARENT,	PK	$9.57	$29.92	233	021200395239	673	547174
x	3M COMPANY	MMMOD421	TAPE,OD ACITAPE,.5"X1500"	PK	$5.66	$15.99	267	021200526800	1587	575301
	3M COMPANY	MMM810P10PK-C38	TAPE,MGC,SCTH,3/4"X1000",	TP	$10.16	$31.75	267	50021200520209	2366	489461
	3M COMPANY	MMM6200-8PK-3/4	TAPE,MENDING,HLD,3/4X1000	PK	$19.72	$48.80	266	021200701511	2402	508192
	3M COMPANY	MMM2600-1	TAPE,MASKING,HIGHLAND,1"X	RL	$0.85	$2.40	269	021200834332	9419	666537
	3M COMPANY	MMM2600-2	TAPE,MASKING,2X60YD,HILND	RL	$1.68	$4.74	269	021200834356	13945	666511
	3M COMPANY	MMM234-2}	TAPE,MASKING,2"X60YD,BULK	RL	$5.13	$12.70	269	021200042447	2203	998054
x	INTERTAPE POLYMER (PLP)	77103OD	TAPE,MASKING,1"X60 YDS,3P	PK	$2.10	$4.92	235	079412444610	4425	444611
	3M COMPANY	MMM810-4PKR	TAPE,MAGIC,3M,3/4X1296,4P	P4	$4.41	$15.45	267	75100204153800	1658	415380
	3M COMPANY	MMM810-3/4X1296	TAPE,MAGIC,3M,3/4X1296	RL	$1.14	$3.85	267	021200569883	4489	173047
	BROTHER INT'L	BRTTZ-231	TAPE,LETTERING,.5",BLACK/	EA	$8.01	$17.99	194	749001218402	3001	239400
	3M COMPANY	MMM6200-3/4X1296	TAPE,INVISIBLE,3/4"X36YD	RL	$0.46	$1.83	266	30021200075675	31485	910430
	AMERICAN TOMBOW INC	68620	TAPE,CORRECTION,MONO	EA	$0.97	$3.98	346	50085014686209	5319	166702
	SANFORD CORP. (NEWELL)	SAN662432	TAPE,CORRECTION,LP DRYLIN	PK	$1.94	$7.43	346	041540066248	2436	254089
	3M COMPANY	MMM600-1X2592	TAPE,CLEAR TRANSP 1"X72YD	RL	$3.23	$8.00	266	30021200074630	2931	910414
	3M COMPANY	MMM845-2	TAPE,BOOK,TRANS,2"X15YD	RL	$2.57	$7.38	269	30021200073831	3941	910638

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	MAXELL CORP. OF AMERICA	MAX108562	TAPE,AUDIO,UR-90,5PK	P5	$1.63	$5.11	807	025215111617	3991	569509
x	3M COMPANY	MMMOD420	TAPE,ACITAPE,.75X1296",OD	TP	$3.68	$18.99	267	021200526794	3837	575341
	CORRELL, INC	CRLR306	TABLE,PLASTIC,30X72,GRAY	EA	$50.81	$133.95	644	020976730060	124	774491
	BELKIN COMPONENTS	BLKSTS164-TEL	SURGE,STANLEY,740JOULES,6	EA	$11.63	$29.99	495	722868323076	679	733291
	BELKIN COMPONENTS	BLKSTS162	SURGE,STANLEY,208JOULES,6	EA	$6.06	$14.99	495	20722868323049	1907	733251
	STANLEY-BOSTITCH INC	BOSB2000BK	STAPLER,FULSTRP,BOSTITCH,	EA	$4.58	$28.31	242	50077914008199	1262	467688
	ACCO USA INC	ACC74771	STAPLER,FULLSTRIP,ACCO 74	EA	$4.83	$29.74	241	60074711747716	1104	808675
x	TUNG YUNG STATIONARY	8488	STAPLER,FULL STRIP,BLACK	EA	$2.03	$22.95	242	10735854848825	1429	427181
	STANLEY-BOSTITCH INC	BOS2210	STAPLER,ELECTRIC,BLACK	EA	$12.39	$65.39	238	077914022107	324	549014
	ACCO USA INC	ACC69270	STAPLER,ELEC,HD,CTG	EA	$100.75	$422.96	237	074711692700	42	908582
	ACCO USA INC	ACC54501	STAPLER,ECON,FULL STRIP,B	EA	$1.37	$12.30	243	074711545013	7169	908210
	ACCO USA INC	ACC44401	STAPLER,DESK,STD,FULL,BLA	EA	$4.76	$26.62	243	074711444019	1008	908194
x	TUNG YUNG STATIONARY	958	STAPLER,DELUXE,FULL STRIP	EA	$1.41	$20.50	243	10735854958012	1139	427171
	PANASONIC	PANAS300NN	STAPLER,AUTO,ELECT,ADJ GA	EA	$39.85	$154.95	237	092281137520	182	908590
	ACCO USA INC	ACC35108	STAPLE,1/4",SF1,15-25SHT,	BX	$0.26	$2.69	245	752001045206	12665	320960
x	OFFICEMATE INT'L.	OIC10900	STAPLE,1/4",15-25SHT,5000	BX	$0.18	$2.34	242	042491109008	13745	749601
	STANLEY-BOSTITCH INC	BOS191/4CP	STAPLE,1/4",15-25SHT,5000	BX	$0.16	$2.47	242	077914007128	8074	207902
x	TUNG YUNG STATIONARY	C10290D	STAPLE REMOVER,BLACK	EA	$0.13	$1.35	244	10735854102903	4879	427111
	FELLOWES MFG. CO.	FEL32170	SHREDDER,PS70-2CD STRIP	EA	$114.78	$249.95			75	662284
	FELLOWES MFG. CO.	FEL38601	SHREDDER,PS60-2,PERS	EA	$71.03	$149.95			145	584641
	FELLOWES MFG. CO.	FEL38221	SHREDDER,POWERSHRED,220	EA	$343.93	$749.00	795	077511377228	27	184945
	FELLOWES MFG. CO.	FEL38485	SHREDDER,POWERSHRED MODEL	EA	$1,514.85	$3,299.00	794	077511384851	8	365091
	FELLOWES MFG. CO.	FEL38325	SHREDDER,POWERSHRED 320CC	EA	$734.23	$1,599.00	795	077511383250	12	365199
	FELLOWES MFG. CO.	FEL30315	SHREDDER,PERSONAL,OD1500C	EA	$142.11	$299.95	796	077511303159	45	900037
	FELLOWES MFG. CO.	FEL36180-02	SHREDDER,CROSS CUT,PS80C-	EA	$142.11	$299.95			107	745691

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	FELLOWES MFG. CO.	FEL38605-02	SHREDDER,CROSS CUT,PS60C-	EA	$78.95	$179.95			70	748891
	FELLOWES MFG. CO.	FEL38425	SHREDDER,420CC CROSSCUT,P	EA	$1,101.58	$2,399.00	794	077511384257	6	410261
	FELLOWES MFG. CO.	FEL38420	SHREDDER,420 STRIPCUT,POW	EA	$1,009.74	$2,199.00	794	077511384202	8	410241
	FELLOWES MFG. CO.	FEL34125	SHREDDER,120C-2 CONFTTI C	EA	$307.42	$649.00	795	077511341250	22	662257
x	ACCO USA INC	ACCWOD58212	SHEET PROTECT,OD,STD,CLR,	BX	$1.16	$15.00	159	735854582128	1757	498811
	HUNT CORPORATION	HUN1670	SHARPNR,PENCIL,SCHOOL PRO	EA	$17.58	$55.95	372	079946016703	421	595671
	HUNT CORPORATION	HUN1031	SHARPENER,PENCIL,MODEL,KS	EA	$6.32	$22.25	371	079946010312	2338	908996
	HUNT CORPORATION	HUN19240	SHARPENER,PENCIL,ELECTRIC	EA	$9.72	$24.50	372	079946172263	1074	824748
	PANASONIC	PANKP380BK	SHARPENER,PENCIL,ELECTRIC	EA	$23.66	$49.95	372	092281137483	587	909085
	HUNT CORPORATION	HUN1606	SHARPENER,PENCIL,#41,3PRN	EA	$82.89	$193.95	372	50079946016067	104	909044
	SANDISK	SDCFB512A10	SANDISK 512MB COMPACT FLASH	EA	$27.75	$69.99	839	619659015732	7	407026
x	WENZHOU LIGHT IND. PROD.	33843	RULER,W/BNDR HOLES,12",PL	EA	$0.02	$0.79	250	735854059026	5901	720461
	FISKARS INC (BSD/CONTRACT)	8772	RULER,12",INCH/METRIC,PLS	EA	$0.10	$0.72	1043	078484087725	8116	313676
	AZERTY INC.	AZEOKI52102001	RIBBON,ML100,SERIES/320/3	EA	$3.87	$10.95	792	051851040059	4149	480061
	MAJOR METALFAB CO.	MJM258025604	REFILL,PEN,STAY-PUT,BLACK	EA	$0.71	$1.95	341	078541525641	3664	196048
	THE AT-A-GLANCE GROUP INC	E7175006	REFILL,DAILY,DESK,3.5X6	EA	$1.02	$4.89			1231	159264
	PANASONIC PHONES	PANRQ-L31	RECORDER,STND,RQ-L31P-S,S	EA	$16.09	$39.95	806	037988310371	315	294008
	PANASONIC PHONES	PANRQ-L51	RECORDER,CASSETTE,STD,RQ-	EA	$27.02	$64.95	806	037988310388	185	324346
	S.P. RICHARDS	NUKBM371	RBN,PRT,PAN KX-P2130/35,B	EA	$5.81	$14.50			744	521109
x	TUNG YUNG STATIONARY	701N	PUNCH,PAPER,2-HOLE,20SHEE	EA	$2.76	$15.49	249	735854029029	1574	825307
	ACCO USA INC	ACC74535	PUNCH,ELECTRIC,3HOLE,PLAT	EA	$81.91	$197.32	246	050505745357	167	980839
	ACCO USA INC	ACCA7074525	PUNCH,ELECTRIC,3 HOLE,PLA	EA	$53.89	$135.77	246	050505745258	164	980813
x	OFFICEMATE INT'L.	OIC10088	PUNCH,3-HOLE,9/32",BLACK	EA	$5.83	$34.95	248	042491900889	508	908848
	ACCO USA INC	ACC74350	PUNCH,3 HOLE,MODEL 350,BL	EA	$16.83	$54.12	247	050505743506	734	908830
x	ACCO USA INC	ACCW59188	POUCH,LAMINATING,LETTER S	PK	$3.13	$34.80	188	078910591888	496	535704
	3M COMPANY	MMM655YWEA	POST-IT,NOTE-PAD,3X5,YELL	EA	$0.61	$1.84	67	021200140624	7404	941930
	3M COMPANY	MMM654YWEA	POST-IT,NOTE-PAD,3X3 YELL	EA	$0.46	$1.40	67		13237	941880

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	ESSELTE CORP (PENDAFLEX)	ESS78511	PORTFOLIO,TWIN POCKET,RED	BX	$5.17	$18.59	166	50078787785118	1045	934711
	ESSELTE CORP (PENDAFLEX)	ESS78502	PORTFOLIO,TWIN POCKET,BLU	BX	$5.17	$18.59	166	50078787785026	1457	934703
	ESSELTE CORP (PENDAFLEX)	ESS57571	PORTFOLIO,POCKET,TWIN,10P	TP	$1.26	$7.20	166	078787575714	6089	433680
	ESSELTE CORP (PENDAFLEX)	ESS57572	PORTFOLIO,POCKET,TWIN,10P	TP	$1.26	$6.89	166	078787575721	4186	433664
	ESSELTE CORP (PENDAFLEX)	ESS57581	PORTFOLIO,POCKET,TWIN,10P	PK	$1.26	$6.89	166	078787575813	3539	433656
	MEADWESTVACO	MEA33054	PORTFOLIO,POCKET ONLY,MEA	EA	$0.07	$0.39			6206	681080
	ESSELTE CORP (PENDAFLEX)	ESS57771	PORTFOLIO,PCKT,W/FST,10PK	PK	$2.23	$11.40	164	078787577718	6002	433573
	ESSELTE CORP (PENDAFLEX)	ESS57570	PORTFOLIO,PCKT,TWIN,10PK,	TP	$1.26	$7.20	166	078787575707	4151	438366
	ESSELTE CORP (PENDAFLEX)	ESS57781	PORTFOLIO,2PKT,W/FAST,10P	TP	$2.23	$11.40	164	078787577817	2212	433607
	SMEAD MANUFACTURING COMPANY	SMDET1524E	POCKET,SHELF,LTR,3.5C,4"T	EA	$0.93	$2.62	100	000086486736244	3488	956953
	SMEAD MFG. COMPANY	SMD1534GB	POCKET,FILE,LTR,5 1/4" CA	EA	$0.46	$2.30	109	50086486738106	4575	992685
	SMEAD MFG. COMPANY	SMD1524E	POCKET,FILE,LTR,3.5"CAP	BX	$10.21	$49.25	109	50086486732241	506	917272
	ACCO USA INC	ACC64BLEA	POCKET,FILE,LTR,3.5",DK.B	EA	$0.63	$2.29	109	078910230848	3230	937276
	SMEAD MANUFACTURING CO.	SMD1524EB	POCKET,FILE,LTR,3 1/2" CA	EA	$0.35	$1.60			3820	937235
	THE AT-A-GLANCE GROUP INC	G5900006	PLNR,WK,OPN,6.87X8.75	EA	$6.54	$17.79			1323	138272
	THE AT-A-GLANCE GROUP INC	702600506	PLANNER,MONTHLY,9X11,BLK	EA	$7.09	$15.79			850	282432
	PENTEL OF AMERICA LTD	PENBK91PC12A	PENS,MED.PT,RSVP,12PK,BLA	DZ	$2.70	$12.24	325	072512123782	3515	120675
	BIC CORPORATION	BICMPG11	PENCIL,MECHANICAL GRIP,7M	DZ	$3.33	$8.40	367	070330404731	152	404321
	SANFORD CORP. (NEWELL)	SAN2097	PENCIL,LEAD,W/ERASER,"MIR	DZ	$0.72	$3.80	370	070735020970	6049	116939
	DIXON TICONDEROGA CO.	DIX13882	PENCIL,LEAD,TICONDEROGA,S	DZ	$1.00	$3.80	1021	072067138620	10993	811158
	SANFORD CORP. (NEWELL)	SAN1494	PENCIL,GOLF,3.5,YEL,GROSS	PK	$2.50	$14.40	370	50070530142643	5416	306779
	SANFORD CORP. (NEWELL)	SAN12132DOZ	PENCIL,AMER.,MED SOFT,#2,	PK	$0.42	$2.79	370	070530121322	8701	929638

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	SANFORD CORP. (NEWELL)	SAN12132-72	PENCIL,AM,MED SOFT,#2,BX6	BX	$3.58	$16.74	370	066741330653	5887	306894
x	SANFORD CORP. (NEWELL)	SAN12102	PENCIL,#2,OD,72/BX	BX	$1.40	$12.12	370	50070530096144	28393	733601
	SANFORD CORP. (NEWELL)	SAN12102DZ	PENCIL,#2,OD,12/PK	PK	$0.23	$2.02	370		3891	107580
x	ALAN COMPANY,INC.	18379	PENCIL POUCH,TRANSLUCENT	EA	$0.73	$1.76	156	735854183790	4283	434357
	BIC CORPORATION	BICGSM11RED	PEN,ROUNDSTIC,BIC,MEDIUM,	DZ	$0.61	$3.71	326	070330202184	6229	423590
	BIC CORPORATION	BICGSM11BLU	PEN,ROUNDSTIC,BIC,MED,BLU	DZ	$0.61	$3.71	326	703302012244	9624	423574
	BIC CORPORATION	BICGSM11BLK	PEN,ROUNDSTIC,BIC,MED,BLA	DZ	$0.61	$3.71	326	070330202191	19061	423582
	PILOT PEN CORPORATION	PIL35346EA	PEN,ROLLERBALL,FINE,BLACK	EA	$0.66	$2.15	335		1047	924753
	BIC CORPORATION	BICSCSM11-BLACK	PEN,RETRACTABLE,SOFTFEEL,	DZ	$2.81	$10.80	325	070330138254	2606	655266
	SANFORD CORP. (NEWELL)	SAN16001	PEN,OHP,FN,VIS-A-VIS,DZ,B	DZ	$6.98	$17.16	355	071641160019	1167	680959
x	LUXOR INT'L. PVT. LTD.	RTP-021410	PEN,OFFICE DEPOT,MEDIUM,B	DZ	$0.41	$3.24	327	735854214104	8739	848903
	LUXOR INT'L.PVT. LTD.	RTP-021806	PEN,OFFICE DEPOT,MED,12PK	DZ	$0.41	$3.24	327	000735854489298	3516	848929
	BIC CORPORATION	BICGSMG11BK	PEN,GRIP/ROUND STIC,DOZ,B	DZ	$0.92	$3.71	327	070330148864	6258	112220
	SANFORD CORP. (NEWELL)	SAN84501	PEN,FLAIR,W/POINTGUARD,PU	DZ	$8.20	$19.44	338	041540845010	1122	257191
	SANFORD CORP. (NEWELL)	SAN84201	PEN,FLAIR,W/POINTGUARD,12	PK	$8.20	$19.44	338	041540842019	2103	182733
	SANFORD CORP. (NEWELL)	SAN84401	PEN,FLAIR,W/POINTGUARD,12	PK	$8.20	$19.44	338	041540844013	1810	182758
	SANFORD CORP. (NEWELL)	SAN84101	PEN,FLAIR,W/PNTGRD,BLUE,D	DZ	$8.20	$19.44	338	041540841012	1891	182725
	SANFORD CORP. (NEWELL)	SAN84301	PEN,FLAIR,PNTGRD,BLK,12PK	DZ	$8.20	$19.44	338	50041540903524	3871	182741
	SANFORD CORP. (NEWELL)	SAN38011	PEN,EF,FELT TIP,DZ,BLACK	DZ	$1.59	$16.20	338	070530380118	3926	265276
	SANFORD CORP. (NEWELL)	SAN95301-1	PEN,BALL,RETRACT,FLEX,MED	DZ	$5.54	$21.48	324		846	524912
	SANFORD CORP. (NEWELL)	SAN33311	PEN,BALL PT,MEDIUM,STICK,	DZ	$0.57	$3.68	327	041540333111	17589	181594
	SANFORD CORP. (NEWELL)	SAN33111	PEN,BALL PT,MEDIUM,STICK,	BX	$0.57	$3.68	327	041540331117	8001	181578
	SANFORD CORP. (NEWELL)	SAN33211	PEN,BALL PT,MEDIUM,STICK,	BX	$0.57	$3.68	327	041540332114	4771	181586
	SANFORD CORP. (NEWELL)	SAN16078	PEN SET,VIS-A-VIS,FINE,8-	P8	$4.58	$11.89	355	071641160781	2030	928333
	SANFORD CORP. (NEWELL)	SAN16074	PEN SET,VIS-A-VIS,FINE,4-	P4	$2.35	$5.65	355	071641160743	4962	687301

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	NCR SYSTEMEDIA GROUP	NCR997375	PAPER,THRML,80MMX230,10PK	TP	$7.11	$34.69	46	011461973758	856	388227
	MASTER LOCK COMPANY	MLK1500D	PADLOCK,COMBINATION,1-7/8	EA	$2.74	$5.63	437	071649101502	5032	503672
	TOPS BUSINESS FORMS	TOP8021	PAD,STENO,GREGG RLD,6X9,8	DZ	$5.38	$26.60	57	025932802119	1344	945722
x	TOPS BUSINESS FORMS	TOP99470	PAD,STENO,6X9,GREGG,DOZ,7	DZ	$4.79	$27.20	57	025932994708	1508	307389
	3M COMPANY	MMM660-RPYW	PAD,POST-IT,4X6,RECYCLED,	EA	$1.17	$3.38	66	30021200697945	1042	942011
	TOPS BUSINESS FORMS	TOP74880	PAD,PERF,RECY,8.5X11,WHT,	DZ	$4.78	$28.80	59	025932748806	1098	951910
x	TOPS BUSINESS FORMS	TOP99401	PAD,PERF,8.5X11,OD,LGL RL	DZ	$3.50	$17.17	61	025932994012	8440	305466
x	TOPS BUSINESS FORMS	TOP99400	PAD,PERF,8.5X11,OD,12PK,L	DZ	$3.50	$17.17	61	025932994005	1666	305706
	3M COMPANY	MMM653YW	PAD,NTE,POST,1.5"X2",12PK	PK	$2.38	$8.03	67	75300201724601	2895	172460
	3M COMPANY	MMM655YW-12	PAD,NTE,POST 3"X5",12/PK,	DZ	$7.38	$24.96	67	30021200653026	1111	172528
	3M COMPANY	MMM6559YW	PAD,NTE,HIGHLAND,3"X5",12	PK	$3.23	$10.68	67	30021200663490	3398	368746
	3M COMPANY	MMM6549YW	PAD,NOTE,HIGHLAND,3"X3",1	DZ	$2.30	$7.56	67	021200663482	5916	368738
	3M COMPANY	MMM6539YW	PAD,NOTE,HIGHLAND,1.5X2,Y	PK	$1.03	$3.40	67	021200003257	5357	368720
	TOPS BUSINESS FORMS	TOP79041	PAD,EASEL,WIDE RLD,27X34,	CT	$13.93	$50.10	718	50025932790411	970	942375
	3M COMPANY	MMM561	PAD,EASEL,POST-IT,25X30.5	CT	$24.53	$76.66	717	021200694851	555	360990
	TOPS BUSINESS FORMS	TOP7903	PAD,EASEL,27X34,PLAIN,2PK	OP	$10.92	$50.10	718	50025932790329	600	160325
x	MEADWESTVACO	MEA5957	NOTEBOOK,SPRL,70SHT,WD,RL	P6	$1.37	$9.99	1016	043100059578	3124	293799
x	NORCOM INC	MEA6683	NOTEBOOK,SPIRAL,1SUB,100S	EA	$0.52	$2.69	1016	043100066835	6381	588286
	3M COMPANY	MMM654YW-12	NOTE,CANARY,YELLOW,3X3,12	DZ	$5.51	$18.60	67	50021200727950	3339	172510
	BINNEY & SMITH (BSD)	58-7808	MARKER,WASHABLE,BROAD,8CT	ST	$2.17	$4.93	374	071662078089	5555	502336
	SANFORD CORP. (NEWELL)	SAN30001	MARKER,SHARPIE,FINE,DZ,BL	DZ	$4.61	$14.40	350	50071641903765	3595	203349
	SANFORD CORP. (NEWELL)	SAN25005EA	MARKER,MAJOR ACCENT,YELLO	EA	$0.24	$0.90	361		7732	925453
	AVERY DENNISON	AVE07742EA	MARKER,HI-LITER,YELLOW	EA	$0.24	$0.91	361	071709077426	1030	926071
	SAN	15001	MARKER,FELT,PERM,KING SIZE,DZ	DZ	$5.91	$21.48	352	071641150010	110	202812
	SANFORD CORP. (NEWELL)	SAN80078	MARKER,EXPO 2,CHISEL PT,8	ST	$4.98	$12.87	357	50071641800781	1338	345997
	SANFORD CORP. (NEWELL)	SAN80074	MARKER,DRY ERASE,CHSELTIP	P4	$2.49	$6.44	357	071641800748	5062	497735

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	SANFORD CORP. (NEWELL)	SAN80001	MARKER,CHISEL TIP,EXPO2,B	DZ	$7.47	$19.80	357	071641800014	1575	259251
	SANFORD CORP. (NEWELL)	SAN80003	MARKER,CHISEL TIP,EXPO 2	DZ	$7.47	$19.80	357	071641800038	1248	259271
	SANFORD CORP. (NEWELL)	42001	MARKER,CHISEL POINT,BLACK	EA	$0.31	$1.38	354		1671	926790
	ACCO USA INC	ACC64162	LOCK,SECURITY,DESKTOP MIC	EA	$15.30	$49.99	877	085896641629	309	787858
	ACCO USA INC	ACC31270	LAMP,PROJECTION,82 VOLT	EA	$8.38	$33.35	748	718575312700	930	108985
	ACCO USA INC	ACC31346	LAMP,O.H.PROJECTOR	EA	$12.47	$46.25	748	718575313462	393	575605
	ACCO USA INC	ACC31239	LAMP,ENX,APOLLO	EA	$9.34	$40.05	748	718575312397	1274	108951
	3M COMPANY	MMMDL1001	LAMINATE,REFILL,DL1001,3M	EA	$29.26	$89.99	1012	021200597121	315	908415
	BROTHER INT'L.	PT1400	LABELER, PT1400,HANDHELD	EA	$64.17	$169.95	191		290	820216
x	AVERY DENNISON	AVEOD-0204	LABEL,REMV,OD,RECT,120CT,	EA	$0.41	$5.97	211	735854602048	7746	613031
	AVERY DENNISON	AVE5163	LABEL,LSR,SHIP,WHT,1000CT	BX	$19.29	$43.27	203	60072782051633	544	463620
	AVERY DENNISON	AVE5366	LABEL,LSR,FILE,WHT,1500CT	BX	$19.48	$42.42	207	30072782053667	401	944272
	AVERY DENNISON	AVE5260	LABEL,LSR,ADDR,WHT,750CT	PK	$5.62	$12.62	203	60072782052609	1707	916460
	AVERY DENNISON	AVE5960	LABEL,LSR,ADDR,WHT,7500CT	BX	$41.72	$94.41	203	30072782059607	544	916403
	AVERY DENNISON	AVE5160	LABEL,LSR,ADDR,WHT,3000CT	BX	$18.54	$42.00	203	60072782051602	3748	364364
	AVERY DENNISON	AVE5161	LABEL,LSR,ADDR,WHT,2000CT	BX	$14.12	$42.00	203	30072782051618	393	364372
	AVERY DENNISON	AVE5162	LABEL,LSR,ADDR,WHT,1400CT	BX	$14.12	$42.00	203	30072782051625	664	364380
x	NCR SYSTEMEDIA GROUP	NCR904737	LABEL,ADDR,OD,LSR,3000CT,	PK	$5.56	$31.50	203	735854611002	1161	612011
	BUNZL DISTRIBUTION	BNZ21005	KLEENEX,FACIAL TISSUE,BUN	P5	$4.98	$8.72	478	036000215007	5118	333036
	SANFORD CORP. (NEWELL)	SAN80675	KIT,MARKER,DRY-ERASE,EXPO	EA	$4.64	$10.94	357	50071641667223	1796	956327
	SMEAD MFG CO.	SMD4920	JACKET,FILE,LETTER,STR,2"	EA	$0.22	$0.74	111	78973304319	3817	937565
	AVERY DENNISON	AVECI2135C	INDEX,RG BK,5TAB,11X8.5,C	ST	$0.26	$1.22	179	60072782111108	6761	653428
	AVERY DENNISON	AVECI2138C	INDEX,RG BK 8TAB,11X8.5,C	ST	$0.35	$1.78	179	60072782111122	5433	653451
x	AVERY DENNISON	AVELSK8B	INDEX,MAKER,LASER PRTR,8T	BX	$61.00	$146.39	171	072782114473	214	990267
x	AVERY DENNISON	AVELSK5B	INDEX,MAKER,LASER PRNTR,5	BX	$53.23	$127.75	171	072782114466	219	990135
	AVERY DENNISON	AVE11122	INDEX,INSERT,11X8.5,CLEAR	ST	$0.49	$1.52	179	072782111229	3861	933515
x	AVERY DENNISON	AVE14566	INDEX,5 TAB,CLEAR	ST	$0.13	$0.81	179	035854145669	8035	814566
x	AVERY DENNISON	AVE14608	INDEX,5 TAB MULTI-COLOR	ST	$0.13	$0.81	179	035854146086	6113	814608
X	ACCO USA INC	AVE11067	INDEX,3-RG,5TAB,11X8.5,AS	ST	$0.13	$0.81	179	735854110673	1074	814608
	AVERY DENNISON	AVE14830	INDEX, 8 TAB, MULTI-COLOR	ST	$0.20	$1.19	179	735854148300	3802	814830
x	AVERY DENNISON	AVE14822	INDEX, 8 TAB, CLEAR	ST	$0.20	$1.19	179	035854148226	4868	814822
	3M COMPANY	MMMDH640	HOLDER,DOCUMENT,IN-LINE,3	EA	$43.65	$100.12	869	021200514074	250	922981
	AVERY DENNISON	AVE196	GLUE-STICK,BULK PK,1OZ	EA	$0.79	$2.52	263	50071709001969	11628	910216
x	ELMER'S PRODUCTS, INC.	RSA95306-OD	GLUESTICK,.32 OZ,12/PK,WH	PK	$1.52	$6.99	263	735854001124	6453	571101
	SAUNDERS MFG. & MKTG.	SAU64823499649	GLUE,STICK,LRG,.74OZ,UHU	EA	$0.45	$1.90	263	20648234996498	4442	910281

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	ELMER'S PRODUCTS, INC.	RSAE379NR	GLUE,ELMERS,8OZ,WHITE	EA	$0.64	$2.49	264	026000203791	5644	910166
	ELMER'S PRODUCTS, INC.	RSAE372NR	GLUE,ELMERS,4OZ,WHITE	EA	$0.38	$1.59	264	026000213721	4277	910141
	SAUNDERS MFG. & MKTG.	SAU64823499648	GLUE STICK,SML,.29OZ,UHU,	EA	$0.28	$0.95	263	50648234996482	13335	910273
	AVERY DENNISON	AVE166	GLUE STICK,BULK PACK,.29O	EA	$0.28	$0.98	263	071709001667	3552	910208
	ACCO USA INC	ACC15056	FOLDER,PSBD,RECY,6PRT/2CT	EA	$1.12	$5.76	91	050505150564	11607	936054
x	SMEAD MFG. CO.	SMDC15H	FOLDER,HNG,LTR,1/5,25BX,G	BX	$3.72	$22.50	115	086486640558	2770	314310
	SMEAD MFG. CO.	SMDC13H	FOLDER,HANGING,LTR,25/BX,	BX	$4.08	$23.00	115	75300208046416	1435	804641
x	SMEAD MFG. CO.	SMD810812	FOLDER,FILE,LTR,STRAIGHT	BX	$3.63	$19.59	87	50735854108125	2216	810812
	SMEAD MFG. CO.	SMD2K2-153L-1&3	FOLDER,FILE,LTR,1/3,FSTNR	BX	$8.17	$29.10	90	086486145374	1002	207126
	SMEAD MFG. CO.	SMD153L	FOLDER,FILE,LTR,1/3 CUT,M	BX	$3.77	$19.34	87	50086486103300	6683	315515
x	SMEAD MFG. CO.	SMD152L	FOLDER,FILE,LTR,1/2 CUT,M	BX	$3.97	$19.77	87	086486103206	2576	316232
x	SMEAD MFG. CO.	SMD810838	FOLDER,FILE,LETTER,1/3 CU	BX	$4.00	$18.25	87	50735854108385	19899	810838
x	SMEAD MFG. CO.	SMD810846	FOLDER,FILE,LEGAL,1/3 CUT	BX	$6.57	$23.49	87	50735854108460	1216	810846
	ESS	48434	FOLDER,FILE,8.5X11,100/BX,ASTD	BX	$6.79	$27.90	85		1253	487056
	SMEAD MFG. CO.	SMDETC400-2D-GY	FOLDER,CLASS,LTR,ST-CUT,2	EA	$1.28	$4.97	97	086486268103	3355	937870
	SMEAD MFG. CO.	SMDC402-5A-2D-EA	FOLDER,CLASS,LETTER,2DIV	EA	$0.83	$4.48	91	086486140751	6278	307959
x	SMEAD MFG. CO.	SMD810994	FOLDER HANGING LTR 1/5 CU	BX	$3.26	$16.00	115	50735854109948	1608	810994
x	SMEAD MFG. CO.	SMD810929	FOLDER HANGING LTR 1/3 CU	BX	$3.57	$17.30	115	50735854109290	3130	810929
x	SMEAD MFG. CO.	SMD811018	FOLDER HANGING LGL 1/5 CU	BX	$4.30	$20.85	115	50735854110180	1264	811018
x	SMEAD MFG. CO.	SMD810945	FOLDER HANGING LGL 1/3 CU	BX	$4.22	$22.00	115	50735854109450	1894	810945
	SANFORD CORP. (NEWELL)	SAN56401	FLUID,CORRECTION,WHITE	DZ	$5.65	$21.84	348	50041540258662	1235	182089
	SANFORD CORPORATION (NEWELL)	SAN909119	FLUID,CORRECTION,MULTIPUR	EA	$0.19	$1.89	348	000735854091194	3708	909119
	SANFORD CORP. (NEWELL)	SAN56401EA	FLUID,CORRECTION,.5OZ,WHI	EA	$0.46	$1.79	348	041540564003	4333	909101
	3M COMPANY	MMMMMMPF500XL	FILTER,GLARE,UNIV,16-19"M	EA	$113.28	$269.05	873	051138461867	109	503466
	3M COMPANY	MMMPF400XLB	FILTER,ANTI-GLARE,PRIVACY	EA	$157.54	$374.15	873	051128742914	64	641467
	3M COMPANY	MMMPP2500	FILM,TRNSP,W/O STR,BK/CL,	BX	$6.87	$29.62	747	051125018104	1102	172171
	3M COMPANY	MMMPP2200	FILM,TRANS,BLK/CLR,COP,W/	BX	$13.51	$32.62	747	051125018005	2453	172213
x	INTERTAPE POLYMER (PLP)	SF1815MA	FILM,STRETCH,80 GAUGE,18X	EA	$6.29	$28.89	231	079412801833	792	225706
x	3M COMPANY	MMMINK JET/50	FILM,INK JET,UNIV,50/PK	PK	$8.57	$44.99	747	051125602051	445	753641
x	3M COMPANY	MMMPPC/100	FILM,COPIER,PLN PPR,OD,10	BX	$4.57	$27.99	747	051125602068	3210	753631
	POLAROID CORPORATION	POL101158	FILM,600,HI-DEF,TWIN,PK	OP	$20.10	$29.85	840	074100339582	504	484949
	FELLOWES MFG. CO	FEL12770	FILE,STRGE,ECOLOGIC,12X10	EA	$1.16	$4.81	133	077511007705	9480	940320

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	FELLOWES MFG. CO	FEL12772EA	FILE,STORAGE,LTR,LGL,ECON	EA	$1.72	$5.51	131	077511007729	14869	940338
	ESSELTE CORP (PENDAFLEX)	ESS75363EA	FILE,POCKET,REINF,LGL,ET,	EA	$1.55	$4.62	100		3223	938050
	SMEAD MFG. COMPANY	SMD1114023	FILE,POCKET,2",LGL,BULK	EA	$0.22	$0.83	111	50086486765607	5038	957092
	FELLOWES MANUFACTURING CO	FEL723	FILE,MAG.ECONO/STOR,WH/BK	EA	$0.48	$2.00	123	77511007231	4137	474311
	S.P. RICHARDS	SPHON785L-Q	FILE,LATERAL,5-DR,36",LT	EA	$503.74	$1,217.00	580	089192862634	34	720094
	S.P. RICHARDS	SPHON315CP-P	FILE,5 DWR,LGL,60X18.25,B	EA	$338.84	$548.00	583	089192040742	36	989491
	OFFICEMATE INT'L.	OIC99876	FASTENER,SELF-ADHESIVE,2"	BX	$1.88	$13.03	94	042491998763	1661	936534
	SANFORD CORP. (NEWELL)	SAN70502	ERASER,PCL,MED,PNK PEARL,	P3	$0.52	$1.69	371	50071641063278	6200	485177
	SANFORD CORPORATION (NEWELL)	SAN70501	ERASER,PCL,LRG,PNK PEARL,	P3	$0.64	$2.04	371	070530705010	559	485185
	SANFORD CORPORATION (NEWELL)	SAN70520EA	ERASER,MEDIUM,PINK PEARL	EA	$0.17	$0.59	371		3404	993378
	GBC COMM. & CONSUMER GRP.	QRT804526	ERASER,FELT,DELUXE	EA	$0.49	$2.95	726	034138045268	6466	309443
	SANFORD CORP. (NEWELL)	SAN81505	ERASER,DRY ERASE,EXPO	EA	$1.13	$3.25	1028	50071641808435	5187	307512
	WESTVACO ENVELOPE DIV.	WEVCO790	ENVELOPE,CLSP,9X12",HVYDT	BX	$5.55	$20.79	51	026900907904	2959	942615
	WESTVACO ENVELOPE DIV.	WEVCO798	ENVELOPE,CLSP,10X15",HVYD	BX	$7.47	$29.61	51	026900907980	1016	942664
	WESTVACO ENVELOPE DIV.	WEVCO990	ENVELOPE,CLASP,9X12,BRN,1	BX	$3.83	$18.23	51	026900909908	6042	341081
	WESTVACO ENVELOPE DIV.	WEVCO997	ENVELOPE,CLASP,28LB,#97,1	BX	$4.63	$22.05	51	026900009974	1229	341016
x	WESTVACO ENVELOPE DIV.	WEV77997	ENVELOPE,CLASP,10X13,28LB	BX	$5.48	$20.80	51	735854016128	3263	844746
	WESTVACO ENVELOPE DIV.	WEVCO710	ENVELOPE,CLASP,#32,12X15	BX	$8.73	$34.55	51	026900907102	1077	942680
x	WESTVACO ENVELOPE DIV.	WEV77990	ENVELOPE,CLASP,#28,9X12,1	BX	$4.55	$17.20	51	50735854016093	5688	844738
x	WESTVACO ENVELOPE DIV.	WEV77125	ENVELOPE,4.12X9.5,WOVN,50	BX	$3.88	$20.50	48	735854016258	2947	844555
	WESTVACO ENVELOPE DIV.	WEVCO225	ENVELOPE,#10,284,KRAFT,50	BX	$12.57	$52.19	48	026900902251	749	942417

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	WESTVACO ENVELOPE DIV.	WEVCO125	ENVELOPE,#10,24.LB,WHT,50	BX	$4.22	$22.65	48	026900901254	1799	348201
	BOONE INTERNATIONAL (BSD)	54125000	EASEL,DRY-ERASE,RVRSBL,36"X54"	EA	$185.48	$427.69	714	026426125004	8	605305
	BOONE INTERNATIONAL (BSD)	54-120000	EASEL,DRY ERASE,REVERSIBL	EA	$60.20	$198.99	715	026426120009	87	836759
		54123EA	EARSERS,PINK BEVEL,SMALL	EA	$0.09	$0.49			5050	724936
x	QPL, INC.	QPL0100	DUSTER,AIR,10OZ	EA	$3.74	$8.99	2	84512010009	5030	329576
	THE AT-A-GLANCE GROUP INC	SK11700006	DSKPD,2CLR,REFILLABLE,22X17	EA	$4.47	$12.99			743	846528
	SANDISK CORP.	SDCZ4256A10	DRIVE USB MICRO CRUZER 256MB	EA	$23.81	$49.99			110	955136
	UNIEK, INC.	1083763	DOCUMENT FRAME 8.5X11 3PK	P3	$2.10	$15.00	666	032231837636	2059	430074
	3M COMPANY	MMMC38-BK	DISPENSER,TAPE,DSKTOP,3/4	EA	$1.40	$5.97	268	021200661044	5506	173336
	3M COMPANY	MMMH-127	DISPENSER,HAND,TAPE,3/4",	EA	$0.43	$1.09	268	50021200186757	6160	910372
	IMATION ENTERPRISES CORP	IMN46833	DISKETTE,30 FOR 25,3.5,30	BX	$3.00	$18.33	880	704501011090	1567	431437
	IMATION ENTERPRISES CORP	IMN12881	DISKETTE,3.5,DSHD,FMTD,10	BX	$1.05	$6.56	880	50051122113678	3510	438226
x	IMATION ENTERPRISES CORP	IMN41208	DISK,OFFICE DEPOT,3.5 IBM	PK	$9.05	$49.99	880	051122412080	788	405791
	ADVANCED MARKETING SVCS.	764598554	DICTIONARY AND THESAURUS COMBO	EA	$7.77	$13.99	273	027342026963	1208	676753
	THE AT-A-GLANCE GROUP INC	SK24BD0006	DESKPAD, MLY, 22X17	EA	$1.93	$7.59			932	846512
	BUNZL DISTRIBUTION	BNZ87MD	CUP,COLD,PAPER,80Z,100PK	PK	$2.82	$4.34	479	041165015904	3146	983346
	ESSELTE CORP (PENDAFLEX)	ESS58802EA	COVER,REPORT,LTR,1/2",DKB	EA	$0.37	$1.81	163		3265	934760
	ESSELTE CORP (PENDAFLEX)	ESS57738	COVER,PORTFOLIO,11.75X9.5	BX	$5.90	$28.30	164	078787577381	1152	698811
	GEOGRAPHICS INC (CR/DO)	GEO45332	COVER,DOCUMENT,6PK,NAVY	P6	$3.10	$12.99	77	022473453329	1275	738671
	BUNZL DISTRIBUTION	BNZ84916947	COFFEE,FOLGERS,39OZ	EA	$9.72	$15.74	483	025500802732	1243	559104
	VICTORY LIGHT LTD.	TC7000B	CLOCK,COMMERCIAL,13.5"DIA	EA	$4.33	$28.00	676	676090100151	833	239269
	ELDON / MADISON	NEW50940	CLIPBOARD,W/STORAGE,9X12,	EA	$3.14	$17.08	60	70018421709616	477	478180

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	OFFICEMATE INTERNATIONAL	OIC83150	CLIPBOARD,LETTER SIZE,2PK	OP	$0.50	$4.58	60	042491831503	3397	470591
	ACCO USA INC	ACC72580	CLIP,PAPER,JUMBO,WRLDBRND	PK	$1.90	$12.25	259	050505725892	1823	808907
x	OFFICEMATE INT'L.	OIC10007	CLIP,PAPER,JUMBO,SMOOTH,1	BX	$0.15	$1.05	259	042491100074	14611	429175
x	OFFICEMATE INT'L.	OIC10004	CLIP,PAPER,JUMBO,SMOOTH,1	TP	$1.53	$10.50	259	30042491100044	6226	308239
x	OFFICEMATE INT'L.	OIC10006	CLIP,PAPER,#1 REG,SMOOTH,	BX	$0.05	$0.34	259	042491100012	7241	429266
x	OFFICEMATE INT'L.	OIC10001	CLIP,PAPER,#1 REG,SMOOTH,	TP	$0.52	$3.40	259	30042491100013	6215	308478
	OFFICEMATE INT'L.	OIC99020	CLIP,BINDER,SMALL,12/BX	BX	$0.10	$1.17	258	50042491990205	8221	808857
x	NINGBO TAIDA METAL	825182BX	CLIP,BINDER,SMALL,12/BOX	BX	$0.09	$0.99	258	735854825188	6023	429415
x	NINGBO TAIDA METAL	825182	CLIP,BINDER,SM,3/4IN,144/	PK	$1.06	$12.24	258	735854027018	2154	825182
x	NINGBO TAIDA METAL	825190BX	CLIP,BINDER,MEDIUM,	BX	$0.23	$1.99	258	735854825195	4694	429431
	OFFICEMATE INT'L.	OIC99050	CLIP,BINDER,MED,12 CLIPS/	BX	$0.24	$2.38	258	50042491990502	4983	808865
x	NINGBO TAIDA METAL	825190	CLIP,BINDER,MED,1.25IN,12	PK	$2.73	$23.60	258	735854027025	1708	825190
	NINGBO TAIDA METAL PROD.	308957	CLIP,BINDER,LARGE,2IN,12B	BX	$0.65	$5.49	258	735854027032	3978	308957
	SANFORD CORP. (NEWELL)	SAN81803	CLEANER,BOARD,DRY ERASE,8	EA	$1.15	$3.42	1028	50071641790204	5220	204057
	BINNEY & SMITH (BSD)	50-1402	CHALK,LOW DUST,3.25",WHT,	BX	$0.29	$0.82	1027	071662014025	3925	949339
	WONDERFUL YEAR CO., LTD.	12572	CHAIR,EXEC,HIBACK,FABRIC,	EA	$46.83	$299.00			58	679943
	MAXELL (MEDIA)	MAX630026/630026OD	CD-RW,700MB,SPINDLE,25PK	PK	$8.10	$24.99			582	915067
	MEMOREX PRODUCTS	32024581	CD-R,SPINDLE,80 MIN,100/P	PK	$19.47	$44.99	882	034707045811	360	620650
x		9106	CDR,OD,52X,100-PK,SPINDLE	HU	$11.30	$44.99			564	676688
	MAXELL (MEDIA)	MAX214016	CASSETTE,VHS120,HIGH	EA	$0.71	$2.44	749	30025215214005	5302	525667
	MAXELL CORP. OF AMERICA	MAX109069	CASSETTE,AUDIO,60MIN,6/PK	P6	$1.57	$5.33	807	025215112164	4887	569491
	MAXELL (MEDIA)	MAX183270EA	CARTRIDGE,DLT,IV,40/80GB	EA	$20.78	$67.60	887	10025215909426	295	377266
	IMATION ENTERPRISES	42337EA	CARTRIDGE DLT IV 40/80GB	EA	$22.34	$40.67			370	391710
	RUBBERMAID COMMERCIAL	4500-28-GRA	CART,UTILITY,GRAY	EA	$77.10	$166.18	568	086876159462	128	774261
	FELLOWES MANUFACTURING	FEL40912	CART,MAIL,FELLOWS	EA	$153.06	$375.00	568	10077511409124	51	952804
	ESSELTE CORP (PENDAFLEX)	ESS51	CARD,INDX,RLD,5X8,8PT,1C/	PK	$0.55	$4.10	135	30078787051042	4804	189662

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
	ESSELTE CORP (PENDAFLEX)	ESS31	CARD,INDX,RLD,3X5,8PT,1C/	PK	$0.25	$1.44	135	50078787031048	13944	990721
	ESSELTE CORP (PENDAFLEX)	ESS40805	CARD,INDEX,RLD,HRZ,5X8,5C	PK	$3.17	$20.40	135	078787408050	1016	309187
	ESSELTE CORP (PENDAFLEX)	ESS40803	CARD,INDEX,RLD,HRZ,4X6,5C	PK	$1.81	$13.09	135	078787408036	1683	424903
	ESSELTE CORP (PENDAFLEX)	ESS40801	CARD,INDEX,RLD,HRZ,3X5,5C	PK	$1.05	$7.25	135	078787408012	4590	424895
	ESSELTE CORP (PENDAFLEX)	ESS41	CARD,INDEX,RLD,4X6,PT,1CP	PK	$0.44	$2.73	135	30078787041043	5449	990986
	TEXAS INSTRUMENTS	TEX83PL2/CLM/1L1/A	CALCULATOR,TI-83 PLUS,SIL	EA	$94.40	$170.00	801	033317194988	93	825201
	TEXAS INSTRUMENTS	TEXTI-1795SV	CALCULATOR,SOLAR,MINI,DES	EA	$5.18	$15.00	804	243480010085	1289	222059
	TEXAS INSTRUMENTS	TEXTI-30XA	CALCULATOR,SCIENTIFIC,TI-	EA	$6.40	$15.00	800	033317029990	889	618033
x	KARCE COMPANY LIMITED	RTP-015058	CALCULATOR,OD,TK-20,8-DIGIT	EA	$2.14	$9.99		735854150587	451	665965
	TEXAS INSTRUMENTS	TEXTI-83PLUS	CALCULATOR,GRAPHING,TI-83	EA	$90.91	$140.00	801	033317198658	667	905739
	CASIO INC (CALCULATOR)	CSOMS80TE	CALCULATOR,DESKTOP,8DGT,S	EA	$4.18	$11.95	804	079767144623	1246	820483
	BELKIN COMPONENTS	BLKF3U133-06-GLD	CABLE,AB,GOLD,USB,F30133,	EA	$3.31	$29.99	771	722868269367	1170	359701
x	TOPS BUSINESS FORMS	TOP99470EA	BOOK,STENO,6X9,70CT,GREEN	EA	$0.40	$2.35	57		4236	524405
	ESSELTE CORP (PENDAFLEX)	ESS67 1/8-300-R	BOOK,RECORD,12.75X8.5,CVS	EA	$20.76	$55.10	76	072156674039	525	943175
	REDI FORM OFFICE PRODUCTS	RED43460	BOOK,COMP,RLD,10X7-7/8,80	EA	$1.30	$3.99	1018	073333434606	3784	250985
	EVERETT PAD & PAPER	EVI1523	BOOK COMP 8.5X67/8 40 COU	EA	$0.29	$1.69	1018	093842104364	6665	172809
	BOONE INT'L. (BSD)	41-115880	BOARD,MRKR,RVSBL,4X6,ALU,	EA	$285.53	$649.99	714	026426115883	47	919472
	BOONE INT'L. (BSD)	41-115550	BOARD,MARKER,ALUM.FRAME,4	EA	$257.28	$599.95	720	026426115555	47	918847
	HUNT CORPORATION	HUN730-205	BOARD,DISPLAY,PROJECT,36X	EA	$3.02	$8.85	1006	50079946162795	2891	434415
	HUNT CORPORATION	HUN900803	BOARD,30X40",10PK,WHITE	CT	$21.53	$88.00	1006	50079946116538	283	394471
	ACCO USA INC	ACC368-14NBL	BNDR,3RG,VNL,11X8.5,1",BL	EA	$0.79	$3.57	146	078910368657	3323	492660
	ACCO USA INC	ACCW362-49W	BINDER,VUE,3RG,11X8.5,3"C	EA	$3.37	$13.39	139	50078910362490	1806	729640
	ACCO USA INC	ACCW362-14W	BINDER,VUE,3RG,11X8.5,1"C	EA	$1.47	$6.02	139	078910362143	4960	729525
x	ACCO USA INC	ACC5741	BINDER,PL,VIEW,3",WHITE	EA	$2.36	$12.84	139	735854057411	1980	396201

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
x	ACCO USA INC	ACC5731	BINDER,PL,VIEW,2",WHITE	EA	$1.50	$9.05	139	735854057312	8141	396241
x	ACCO USA INC	ACC5721	BINDER,PL,VIEW,1.5",WHITE	EA	$1.31	$7.45	139	735854057213	4093	396251
x	ACCO USA INC	ACC5711	BINDER,PL,VIEW,1",WHITE	EA	$1.05	$5.78	139	021189539143	9792	396291
	ACCO USA INC	ACC5710	BINDER,PL,VIEW,1",BLACK	EA	$1.30	$5.78	139	735854057107	3528	396311
	ACCO USA INC	ACCW362-44W	BINDER,OVERLAY,CLEAR,2",W	EA	$2.06	$9.44	139	50078910362445	3155	729624
	ACCO USA INC	ACCW362-34W	BINDER,OVERLAY,CLEAR,1.5"	EA	$1.43	$7.77	139	078910362341	6214	729558
	ACCO USA INC	ACC386-49W	BINDER,D-RING,3",VUE,WHIT	EA	$4.38	$15.91	143	078910386415	1896	493213
	ACCO USA INC	ACC386-44W	BINDER,D-RING,2",VUE,WHIT	EA	$3.97	$11.71	143	078910386323	1787	492942
	ACCO USA INC	ACC368-14NB	BINDER,3RG,VNL,11X8.5,1"B	EA	$0.79	$3.57	146	078910368152	3692	492405
	ACCO USA INC	ACC368-44NHBA	BINDER,3RG,11X8.5,2"C,LH,	EA	$1.68	$7.80	146	078910368411	3542	356840
	EVEREADY/ENERGIZER	EVEEN91	BATTERY,SIZE AA,ALKALINE,	BX	$5.50	$19.20	433	039800019196	2900	696526
	EVEREADY/ENERGIZER	EVEEN22	BATTERY,INDUSTRIAL,9V,ALK	BX	$13.13	$29.16	433	039800019127	639	696518
	EVEREADY/ENERGIZER	EVEA91-16	BATTERY,EVEREADY,ALKLN,AA	PK	$4.65	$9.99	432	30039800033155	2777	432751
	EVEREADY/ENERGIZER	EVEA92-16	BATTERY,EVEREADY,ALKLN,AA	PK	$4.65	$9.99	432	30039800033179	2141	432721
	EVEREADY/ENERGIZER	EVEA95-8	BATTERY,EVEREADY,ALKALN,D	PK	$5.60	$9.99	432	30039800033223	1390	432661
	EVEREADY/ENERGIZER	EVEE91BP-12	BATTERY,ENERGIZER,AA,12/P	PK	$6.47	$15.09	432	039800043740	1212	857789
	EVEREADY/ENERGIZER	EVEE92BP-12	BATTERY,ENERGIZER MAX AAA	PK	$6.47	$15.09	432	039800048783	1184	656353
	EVEREADY/ENERGIZER	EVEE91SF-24	BATTERY,ENERGIZER MAX AA,	PK	$13.89	$28.74	432	039800047557	1313	524935
	EVEREADY/ENERGIZER	EVEE92IC24	BATTERY,AAA,ENERGIZER,24/	BX	$5.75	$19.20	433	30039800019203	2061	445511
	OFFICEMATE INT'L.	OIC99854	BASE,FASTENER,2.75"CC,2"1	BX	$0.61	$6.85	94	50042491998546	6875	936542
	AVERY DENNISON	AVE5395	BADGE,NAME,LASER,PLAIN,WH	BX	$20.26	$57.91	213	30072782053957	397	945261
	AVERY DENNISON	AVE5895	BADGE,NAME,LASER,BLUE	BX	$20.26	$57.91	213	30072782058952	359	945287
	PLANTRONICS, INC.	M12	AMPLIFIER,TELEPHONE HEADS	EA	$39.37	$136.95	820	017229150126	108	371057
	WAUSAU PAPERS (PAPER)	49311	90# WHITE INDEX	PK	$3.83	$12.50	34	759598481110	1778	240556
x	WESTVACO ENVELOPE DIV.	WEV77955	6X9 CLASP ENVELOPE 28LB K	BX	$3.84	$14.50	51	735854016050	2679	844720
	SANDUSKY CABINETS, INC	DA42361872-05	4 ADJUSTABLE SHELF CABINE	EA	$149.07	$301.30	593	017567006185	131	632398
	3M COMPANY	MMM559-PK2	3M POST IT EASEL PAD	CT	$30.45	$74.60	717	021200707261	1186	987156
x	WESTVACO ENVELOPE DIV.	WEV77910	12X15 1/2 CLASP ENVELOPE	BX	$7.75	$28.80	51	50735854016147	1280	844761

Equiv or Better	Manufacturer	MFG #	Description	UOM	UNIT PRICE	List Price	Cat. Pg #	UPC	Qty Sold	Sku No.
x	WESTVACO ENVELOPE DIV.	WEV77880	10X13 INTEROFFICE_ENVELOP	BX	$8.76	$37.83	54	735854016371	825	844803
x	American Luggage	171175	CASE,CATALOG,WHEELED	EA	$46.96	$109.99			52	242090
	AVERY DENNISON	79793	BINDER,D-RG,VIEW,LTR,3",WHT	EA	$7.68	$23.09			1475	510744

OFFICE SUPPLIES - PAPER
CORE LIST

EXHIBIT A

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	Pallet Price	Truck Load	List Price	Catalog Page #	Updated UPC	QtySold	Sku
	NCR SYSTEMEDIA GROUP	NCR802127	PAPER,ADD,BANK,3.23X96,60	CA	$31.22	N/A	N/A	$153.40	46	011461021275	115	236141
x	ENTERPRISE GROUP	OD-813212	PAPER,COMP,14-7/8X11,GREE	CA	$21.08	N/A	N/A	$65.57	44	032476520409	639	813212
x	ENTERPRISE GROUP	OD-813311	PAPER,COMPUTER,1PART,9.5X	CA	$13.75	N/A	N/A	$58.23	44	10032476520208	1609	813311
	ENTERPRISE GROUP	OC963975	PAPER,COMPUTER,9.5X11,18L	CA	$15.29	N/A	N/A	$51.09	44	000054901400520	206	963975
	XEROX CORP (COLOR/HITECH)	XER3R11050	PAPER,COPIER,20#,LTR,BLU,	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300505	11538	345637
x	WEYERHAEUSER COMAPNY (BSG)	OC843H	PAPER,COPY,11",3HP,84BR	CA	$24.19	$ 967.60	$ 19,079.30	$85.60	27	735854000530	1457	495200
x	AMERICAN PRODUCT (SO)	OC9017	PAPER,COPY,11X17,20#,WHIT	CA	$25.36	$ 760.80	N/A	$101.20	28	764025613279	267	940643
x	WEYERHAEUSER COMPANY (BSG)	OC8414	PAPER,COPY,14",84BR	CA	$30.00	$ 900.00	$ 18,764.46	$94.45	27	032476549097	1950	348045
	XEROX SUPPLIES BUSINESS	XER3R3761	PAPER,COPY,4024DP,11X17,W	RM	$4.87	$ 1,461.00	N/A	$17.70	26	000095205358056	395	345629
	XEROX SUPPLIES BUSINESS	XER3R2641	PAPER,COPY,4200DP,PUNCH,8	RM	$2.61	$ 1,044.00	N/A	$8.95	26	10095205328056	1736	348938
	XEROX CORP (COLOR/HITECH)	XER3R11059	PAPER,COPY,500-CT,8.5X11,	RM	$3.13	$ 1,252.00	N/A	$9.05	33	10095205300595	4858	478156
	INTERNATIONAL PAPER (VA)	10246-7	PAPER,COPY,8.5X11,28#,COL	RM	$7.24	$ 2,896.00	N/A	$15.49	26	010199002488	725	343454
x	WEYERHAEUSER COMPANY	WLLOC8411	PAPER,COPY,8.5X11,BOND	CA	$22.10	$ 884.00	$ 17,469.27	$70.85		010199095145	158939	636024
	XEROX CORP (COLOR/HITECH)	XER3R11054	PAPER,COPY,8.5X11,BUF,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	10095205300540	2453	345678
	XEROX CORP (COLOR/HITECH)	XER3R11055	PAPER,COPY,8.5X11,GRD,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300550	8096	345686
	XEROX CORP (COLOR/HITECH)	XER3R11051	PAPER,COPY,8.5X11,GRN,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300512	11395	345645
	XEROX CORP (COLOR/HITECH)	XER3R11057	PAPER,COPY,8.5X11,GRY,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205358711	973	345702
	XEROX CORP (COLOR/HITECH)	XER3R11056	PAPER,COPY,8.5X11,IVY,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205358704	1034	345694
	XEROX CORP (COLOR/HITECH)	XER3R11052	PAPER,COPY,8.5X11,PNK,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300529	12661	345652
	XEROX CORP (COLOR/HITECH)	XER3R11053	PAPER,COPY,8.5X11,YEL,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	10095205300533	18217	345660
x	WEYERHAEUSER COMAPNY (BSG)	843923OD	PAPER,COPY,OD,11X17,5CA,W	CA	$23.63	$ 708.90	N/A	$74.95	27	723382392319	242	536648
	INTERNATIONAL PAPER-BSG#1	162008	PAPER,COPY,PLUS,11",20#,W	CA	$25.46	$ 1,018.40	$ 19,972.46	$90.00	26	010199162007	3822	347005
x	AMERICAN PRODUCT (SO)	OC1120R	PAPER,COPY,RECYCLED,8.5X1	CA	$24.44	$ 977.60	$ 19,188.98	$94.84	27	032476512503	4136	940650
	XEROX SUPPLIES BUSINESS	XER3R2047	PAPER,COPY,XEROX,8.5X11,1	CT	$24.33	$ 973.20	$ 19,370.98	$87.20	26	20095205058028	2250	275474
	XEROX CORP (COLOR/HITECH)	XER3R11060	PAPER,CPY,LTR,20#,CHERRY	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300604	2452	919519
	XEROX CORP (COLOR/HITECH)	XER3R11061	PAPER,CPY,LTR,20#,TAN	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205300611	1129	860581
x	WEYERHAEUSER COMAPNY (BSG)	953922OD	PAPER,CPY,OD,8.5 X11,10/C	CA	$25.56	$ 1,022.40	N/A	$80.25	27	723382392210	634	536640
x	ENTERPRISE GROUP	OD-813220	PAPER,GREENBAR,15X11,18#	CA	$22.25	N/A	N/A	$67.96	44	032476520416	441	813220
	INTERNATIONAL PAPER-BSG#1	C8511	PAPER,HP OFFICE,LETTER,20	CA	$27.22	$ 1,088.80	$ 20,786.22	$69.99	26	764025932868	953	333465
	INTERNATIONAL PAPER (VA)	HPJ1124	PAPER,HP,LASEJET,LTR,24#	RM	$4.78	$ 1,912.00	N/A	$14.00	31	764025931007	3160	805218
	INTERNATIONAL PAPER (VA)	HPM1120	PAPER,HP,MULTIPURPOSE,LTR	CA	$31.94	$ 1,277.60	N/A	$84.99	28	764025930017	1571	251668
	INTERNATIONAL PAPER (VA)	HPM1720	PAPER,HPMULTI,LEDGER,20#,	RM	$6.61	N/A	N/A	$17.07	28	764025939997	738	317410
	INTERNATIONAL PAPER-BSG#1	C1117	PAPER,HPOFFICE,LEDGER,20#	CA	$28.33	$ 1,133.20	N/A	$72.86	26	000764025932998	100	341679
	WEYERHAEUSER COMAPNY (BSG)	751381	PAPER,INKJET,OD,24LB,104	RM	$3.30	$ 1,320.00	N/A	$9.99	29	000032476549523	1029	751381
	INTERNATIONAL PAPER (VA)	107681	PAPER,LASER PRINT,3 HP,WH	RM	$4.57	$ 1,828.00	N/A	$14.00	31	010199007681	888	255888
	INTERNATIONAL PAPER (VA)	104604	PAPER,LASER PRINT,8.5X11,	RM	$4.37	$ 1,748.00	N/A	$11.00	31	010199004604	3175	401331
x	WEYERHAEUSER COMAPNY (BSG)	751441	PAPER,LASER,OD,24LB,104 B	RM	$3.30	$ 1,320.00	N/A	$9.99	31	010199751447	4070	751441
	XEROX CORP (COLOR/HITECH) FRT.	3R11265	PAPER,LSR,X BRIGHT,8X11,5	RM	$4.11	$ 1,644.00	N/A	$8.99	31	095205302653	738	609679
	INTERNATIONAL PAPER (M BRAND)	86700	PAPER,LTR,20#,RECY,MULTI	CA	$27.19	$ 1,087.60	N/A	$79.50	28	780366867010	4532	680017
	WAUSAU PAPERS (PAPER)	62361	PAPER,LTR,24#,OPAQUE,PINK	RM	$4.26	$ 1,704.00	N/A	$13.95	33	000759598613610	790	272241
x	AMERICAN PRODUCT (REPLEN)	OC9011	PAPER,MULTIPURP,11",20#,1	CA	$24.24	$ 969.60	$ 19,238.31	$94.84	28	764025613224	4057	940593
x	WEYERHAEUSER COMAPNY (BSG)	ODMP9011	PAPER,MULTIPURPOSE,8.5X11	RM	$2.49	$ 996.00	N/A	$8.99	28		6880	112860
	INTERNATIONAL PAPER (VA)	10581-0	PAPER,MULTIPURPOSE,90 BRI	RM	$3.63	$ 1,452.00	N/A	$10.00	28	10199034106	546	393122
	EASTMAN KODAK COMPANY	1976463	PAPER,PHOTO,58LB GLOSS,10	PK	$23.59	N/A	N/A	$49.99	41	041771976460	152	262207
	HEWLETT-PACKARD (LAS/ CART)	HEWQ1785A	PAPER,PHOTO,HP PREMIUM+,A	PK	$21.14	N/A	N/A	$34.99	41	50725184928951	201	261910
x	NCR SYSTEMEDIA GROUP	NCR980340	PAPER,PHOTO,PREMIUM,OD,10	PK	$21.88	N/A	N/A	$64.99	41	735854980344	192	652001
	HEWLETT-PACKARD (LAS/ CART)	HEWC6024A	PAPER,PHOTO,SEMI-GLOSS,36	RL	$116.24	N/A	N/A	$179.99	40	088698171653	41	332796
	SOUTHWORTH COMPANY (PAPER)	SOU984C	PAPER,PRCHMNT,BOND,24#,RE	BX	$11.65	N/A	N/A	$34.85	43	70083514805308	237	388681
	HEWLETT-PACKARD (LASER CARTDG)	HEWC6979A	PAPER,PREM,PHOTO,50SHT PK	PK	$18.11	N/A	N/A	$29.99	41	000088698917404	166	216161
	XEROX CORP (COLOR/HITECH) FRT.	3R4299	PAPER,RING TUFF 3HP,20#,8	RM	$6.91	N/A	N/A	$21.15	38	095205342994	380	228651

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EXHIBIT A-1

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	ADVANCED MARKETING	618280022	AH CHILDRENS DICTIONARY	EA	$10.46	$17.95	1045	027342800082	928963
	DICK MARTIN SPORTS	PG13	BALL,PLAYGROUND,13 IN,RED	EA	$4.77	$9.00	1047	720029160133	101866
	DICK MARTIN SPORTS	PG16	BALL,PLAYGROUND,16" DIA.,RED	EA	$6.15	$12.00		720029161604	235128
	DICK MARTIN SPORTS	PG5	BALL,PLAYGROUND,5" DIA., RED	EA	$1.27	$2.60		720029165008	235104
	DICK MARTIN SPORTS	PG6	BALL,PLAYGROUND,6 IN,RED	EA	$1.36	$3.10	1047	720029160768	101848
	DICK MARTIN SPORTS	PG7	BALL,PLAYGROUND,7" DIA,,RED	EA	$1.54	$3.20		720029167002	235112
	DICK MARTIN SPORTS	PG85N	BALL,PLAYGROUND,8 1/2" DIA	EA	$2.17	$4.50		720029168573	235144
	DICK MARTIN SPORTS	PG10	BALL,PLAYGROUND,RED,10INCH	EA	$2.24	$4.70	1047	720029160102	101679
	JOHNSON & JOHNSON	4444	BANDAGE,BAND-AID,FLEX,1X3	BX	$3.66	$12.00	435	10381370044441	983312
	JOHNSON & JOHNSON	5521	BANDAGE,GAUZE,KLING CONFO	EA	$5.26	$10.99		3.8137005521e+011	265704
	JOHNSON & JOHNSON	4634	BANDAGES,SHEER,3/4X3,100	BX	$2.72	$8.99	435	10381370046346	564021
	JOHNSON & JOHNSON	4408	BAND-AID,ADHESIVE,20/BX	BX	$2.00	$3.29	435	381370044086	705520
	JOHNSON & JOHNSON	4711	BAND-AID,ADHESIVE,280/BX	BX	$7.56	$14.84	435	381370047117	705484
	DICK MARTIN SPORTS	B85	BASKETBALL,JR SIZE,RUBBER,ORG	EA	$3.18	$7.00		720029028525	234896
	DICK MARTIN SPORTS	B7	BASKETBALL,MINI,RUBBER,ORANGE	EA	$2.76	$6.00		720029028044	234800
	DICK MARTIN SPORTS	B9	BASKETBALL,WOMENS SIZE,ORANGE	EA	$3.18	$7.00		720029020925	234952
	DICK MARTIN SPORTS	BB44	BEAN BAGS, 4" X 4", VINYL,DZ	DZ	$4.77	$10.00		720029401212	235056
	DICK MARTIN SPORTS	BB55	BEAN BAGS, 5" X 5",VINYL,DZ	DZ	$5.83	$12.00		720029401250	235064
	DICK MARTIN SPORTS	AB55	BEAN BAGS,ALPHABET,26SET	ST	$16.96	$38.00		7.2002940009e+011	235072
	DICK MARTIN SPORTS	CB8	BEAN BAGS,COLORED, 8SET	ST	$5.83	$13.00		720029401540	235088
	DICK MARTIN SPORTS	NB55	BEAN BAGS,NUMBERED,10SET	ST	$7.16	$16.00		720029404473	235096
	AVERY DENNISON	K311-20-BK	BINDER,3RG,VNL,11X8.5,2}C	EA	$2.02	$7.05		77711035010	292649
	ACCO USA INC	W363-44WA	BINDER,ECONO,R-RNG,2},WE	EA	$3.00	$13.21	141	078910362839	494138
	ACCO USA INC	W362-34W	BINDER,OVERLAY,CLEAR,1.5}	EA	$1.43	$7.77	139	078910362341	729558
x	ACCO USA INC	5711	BINDER,PL,VIEW,1 ,WHITE	EA	$1.05	$5.78	139	021189539143	396291
	AVERY DENNISON	K311-10-BK	BNDR,RG,11X8.5,1},2PKT,BL	EA	$1.13	$3.50		77711033016	292458
	RIVERSIDE PAPER	4570	BOARD,POSTER,22X28,AZURE BLUE	EA	$0.30	$1.20		84001045703	955278
	RIVERSIDE PAPER	4557	BOARD,POSTER,22X28,BLACK	EA	$0.30	$1.20		84001045574	955153
	RIVERSIDE PAPER	4556	BOARD,POSTER,22X28,BROWN	EA	$0.30	$1.20		84001045567	955146
	RIVERSIDE PAPER	4564	BOARD,POSTER,22X28,CANARY	EA	$0.30	$1.20		84001045642	955211
	RIVERSIDE PAPER	4566	BOARD,POSTER,22X28,CARDINAL	EA	$0.30	$1.20		84001045666	955237
	RIVERSIDE PAPER	4568	BOARD,POSTER,22X28,CORAL	EA	$0.30	$1.20		84001045680	955252
	RIVERSIDE PAPER	4555	BOARD,POSTER,22X28,DARK BLUE	EA	$0.30	$1.20		84001045550	955138
	RIVERSIDE PAPER	4552	BOARD,POSTER,22X28,EMERALD GREEN	EA	$0.30	$1.20		84001045529	955104
	RIVERSIDE PAPER	4562	BOARD,POSTER,22X28,KELLY GREEN	EA	$0.30	$1.20		84001045628	955195
	RIVERSIDE PAPER	4559	BOARD,POSTER,22X28,LEMON YELLOW	EA	$0.30	$1.20		84001045598	955179
	RIVERSIDE PAPER	4569	BOARD,POSTER,22X28,MAGENTA	EA	$0.30	$1.20		84001045697	955260
	RIVERSIDE PAPER	4553	BOARD,POSTER,22X28,ORANGE	EA	$0.30	$1.20		84001045536	955112
	RIVERSIDE PAPER	4558	BOARD,POSTER,22X28,RED	EA	$0.30	$1.20		84001045581	955161
	RIVERSIDE PAPER	4554	BOARD,POSTER,22X28,ROYAL BLUE	EA	$0.30	$1.20		84001045543	955120
	RIVERSIDE PAPER	4560	BOARD,POSTER,22X28,WHITE	EA	$0.30	$1.20		84001045604	272500
	RIVERSIDE PAPER	4231	BOARD,PSTR,4PLY,22X28,DK BLUE	EA	$0.25	$0.99	1004	084001042313	553680
	RIVERSIDE PAPER	4068	BOARD,PSTR,4PLY,22X28,PURPLE	EA	$0.25	$0.99	1004	084001040685	554880
	RIVERSIDE PAPER	4065	BOARD,R/R,4PLY,AZURE BLUE	EA	$0.25	$0.99	1004	10084001040651	246425
	RIVERSIDE PAPER	4222	BOARD,RR,4PLY,22X28,PINK	EA	$0.25	$0.99	1004	10084001042228	246210
	DIVERSAFILE EVERETT LLC	47-770-OD	BOARD,TAG,1/2IN RULE,22.5	PK	$18.13	$59.99	1005	093842477703	104024
	DIVERSAFILE EVERETT LLC	47-715-OD	BOARD,TAG,PLAIN,22.5X28.5	PK	$16.96	$55.99	1005	093842102544	103955
	DIVERSAFILE EVERETT LLC	47-717-OD	BOARD,TAG,PLAIN,24X36	PK	$21.62	$71.99	1005	093842477178	104015
	DIVERSAFILE EVERETT LLC	1523	BOOK COMP 8.5X67/8 40 COU	EA	$0.29	$1.69	1018	093842104364	172809
x	MEADWESTVACO	09910-09889	BOOK,COMPOSITION,100SHTS	EA	$0.53	$3.35	1018	043100098898	588268
	DIVERSAFILE EVERETT LLC	840	BOOK,COMPOSITION,8-1/2X6-	EA	$0.37	$1.19	1018	093842102216	342477
	DIVERSAFILE EVERETT LLC	1020	BOOK,COMPOSITION,CLASS	EA	$0.35	$1.09	1018	093842102193	342451
	DIVERSAFILE EVERETT LLC	1040	BOOK,COMPOSITION,CLASS	EA	$0.51	$1.69	1018	093842102230	342485
	DIVERSAFILE EVERETT LLC	820	BOOK,COMPOSITION,CLASS	EA	$0.27	$1.09	1018	093842102179	342444
	MEADWESTVACO	9939	BOOK,COMPOSITION,MARBLE,3	PK	$1.78	$10.99	1018	10043100099397	414086

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Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	DIVERSAFILE EVERETT LLC	71100	BOOK,COMPOSITION,WIDE RL,	EA	$0.52	$1.49	1018	093842100946	245890
	CARDINAL BRANDS, INC. (OP)	SC1154-2D	BOOK,PHONE,MESSAGE,2PK	OP	$3.49	$12.04	73	087958411546	366732
	PACON CORPORATION	37034	BORDER,ROLL,CORR,2.25X50' FLAME	RL	$1.22	$2.50	1003	029444370302	173823
	PACON CORPORATION	37304	BORDER,ROLL,CORR,2.25X50F BLACK	RL	$1.22	$2.50	1003	029444373006	173906
	PACON CORPORATION	37024	BORDER,ROLL,CORR,2.25X50F BROWN	RL	$1.22	$2.50	1003	029444370203	173815
	PACON CORPORATION	37184	BORDER,ROLL,CORR,2.25X50F RICH BLUE	RL	$1.22	$2.50	1003	029444371804	173880
	PACON CORPORATION	37014	BORDER,ROLL,CORR,2.25X50F WHITE	RL	$1.22	$2.50	1003	029444370104	173807
	PACON CORPORATION	37084	BORDER,ROLL,CORR,2.25X50FCANARY	RL	$1.22	$2.50	1003	029444370807	173831
	PACON CORPORATION	37264	BORDER,ROLL,CORR,2.2X50FT PINK	RL	$1.22	$2.50	1003	029444372603	173898
	PACON CORPORATION	37164	BORDETTE 2.25}X50'AZURE	RL	$1.22	$2.50	1003	029444371606	173872
	PACON CORPORATION	37334	BORDETTE 2.25}X50'VIOLET	RL	$1.22	$2.50	1003	029444373303	173914
	PACON CORPORATION	37144	BORDETTE,2.25X50,EMRL	RL	$1.22	$2.50	1003	029444371408	173864
	PACON CORPORATION	37174	BORDETTE,BRBLU,2.25X50	RL	$1.22	$2.50	1003	029444371705	340182
	SOHO CORPORATION	S2CA	BOX,PENCIL,CLEAR	EA	$0.59	$1.99	1021	028965200488	401230
	BINNEY & SMITH (BSD)	05-0978-008	BRUSH,ACRYLIC,EASEL,1/2IN	EA	$1.33	$2.84	991	10071662004085	194241
	BINNEY & SMITH (BSD)	05-0978-004	BRUSH,ACRYLIC,EASEL,1/4IN	EA	$1.04	$2.33	991	10071662004061	194308
	BINNEY & SMITH (BSD)	05-0178-008	BRUSH,TEMPERA,1/2INCH	EA	$0.62	$2.20	991	071662003999	219139
	BINNEY & SMITH (BSD)	05-0178-004	BRUSH,TEMPERA,1/4INCH	EA	$0.73	$1.64	991	071662003975	251074
	BINNEY & SMITH (BSD)	05-0178-016	BRUSH,TEMPERA,1INCH	EA	$1.76	$3.93	991	10071662004542	251090
	BINNEY & SMITH (BSD)	05-0178-012	BRUSH,TEMPERA,3/4INCH	EA	$0.82	$3.24	991	071662004538	251082
	BINNEY & SMITH (BSD)	05-1127-007	BRUSH,W/C, PLASTIC, #7	EA	$0.41	$1.24	991	071662003906	251173
	BINNEY & SMITH (BSD)	05-1127-003	BRUSH,W/C,PLASTIC, #3	EA	$0.31	$0.98	991	071662003845	251132
	BINNEY & SMITH (BSD)	05-1121-010	BRUSH,W/C,WOOD,#10	EA	$1.46	$2.38	991	071662003807	346629
	BINNEY & SMITH (BSD)	05-1127-012	BRUSH,WATERCOLOR,SIZE 12	EA	$0.56	$1.62	991	71662003944	947291
	BINNEY & SMITH (BSD)	05-1127-004	BRUSH,WATERCOLOR,SIZE 4	EA	$0.35	$1.04	991	10071662003859	194191
	ADVANTUS CORPORATION	MBE140470	CA NYLON OUTDOOR FLG 4X6	EA	$36.97	$182.40			338111
	ADVANTUS CORPORATION	MBE140480	CA NYLON OUTDOOR FLG 5X8	EA	$53.00	$249.60			338129
	TEXAS INSTRUMENTS (CALCULATOR)	TI-83PLUS	CALCULATOR,GRAPHING,TI-83	EA	$90.91	$140.00	801	033317198658	905739
	ESSELTE CORP (PENDAFLEX)	7320GRE	CARD,INDEX,BLANK,3X5,100P	PK	$0.53	$2.32	135	078787730038	331447
	ESSELTE CORP (PENDAFLEX)	7320BLU	CARD,INDEX,BLANK,3X5,BLU,	PK	$0.53	$2.32	135	078787730014	331413
	ESSELTE CORP (PENDAFLEX)	30	CARD,INDEX,BLNK,3X5,8PT,1	PK	$0.25	$1.44	135	50078787030041	990853
	ESSELTE CORP (PENDAFLEX)	40	CARD,INDEX,BLNK,4X6,8PT,1	PK	$0.44	$2.73	135	50078787040040	991117
	ESSELTE CORP (PENDAFLEX)	50	CARD,INDEX,BLNK,5X8,8PT,1	PK	$1.02	$4.10	135	30078787050045	102509
	ESSELTE CORP (PENDAFLEX)	41	CARD,INDEX,RLD,4X6,PT,1CP	PK	$0.44	$2.73	135	30078787041043	990986
	ESSELTE CORP (PENDAFLEX)	40801	CARD,INDEX,RLD,HRZ,3X5,5C	PK	$1.05	$7.25	135	078787408012	424895
	ESSELTE CORP (PENDAFLEX)	40803	CARD,INDEX,RLD,HRZ,4X6,5C	PK	$1.81	$13.09	135	078787408036	424903
	S.P. RICHARDS	ESS7321CHE	CARD,INDEX,RULED,3X5,CHR,	PK	$0.53	$2.32	135	078787731110	331512
	ESSELTE CORP (PENDAFLEX)	31	CARD,INDX,RLD,3X5,8PT,1C/	PK	$0.25	$1.44	135	50078787031048	990721
	ESSELTE CORP (PENDAFLEX)	51	CARD,INDX,RLD,5X8,8PT,1C/	PK	$0.55	$4.10	135	30078787051042	189662
	HEWLETT-PACKARD (LASER CARTDG)	51625A#140	CARTRIDGE,TRI-COLOR,F/DJ3	EA	$25.15	$36.99	904	088698585139	512806
x	SHUNDE LIGHT INDUSTRIAL PROD.	RTP-006406	CASH BOX W/TRAY	EA	$6.04	$14.95	280	078541212039	398750
	ELMER'S PRODUCTS, INC.	44	CEMENT,RUBBER,4OZ BTL	EA	$0.73	$1.59	264	072161002315	129791
	BINNEY & SMITH (BSD)	51-0404	CHALK,CRAYOLA,AST,24/PK	BX	$2.79	$6.02	982	071662004040	535138
	DIXON TICONDEROGA COMPANY	31144	CHALK,DUSTLESS,12/BOX,WHI	BX	$0.24	$0.95	726	20072067311447	251389
	DIXON TICONDEROGA COMPANY	31344	CHALK,DUSTLESS,12/BOX,YEL	BX	$0.24	$0.95	726	072067313447	342113
	BINNEY & SMITH (BSD)	50-1402	CHALK,LOW DUST,3.25},WHT,	BX	$0.29	$0.82	1027	071662014025	949339
	DIXON TICONDEROGA COMPANY	61400	CHALK,STICK,12/BOX,ASSORT	BX	$0.38	$1.05	726	20072067614005	259440
	PACON CORPORATION	1434989	CHENILLE STEMS,ASSORTED P	PK	$0.87	$1.79	995	048492434989	230680
	BINNEY & SMITH (BSD)	52-8038	CLASS PACK, LARGE CRAYONS	PK	$33.75	$72.93	981	071662980382	723262
	THE AT-A-GLANCE GROUP INC	G150-10	CLASS RECORD BOOK UNDTD,O	EA	$3.07	$10.59	406	038576181526	805978
	BINNEY & SMITH (BSD)	52-8008	CLASSPACK, REG CRAYONS 80	PK	$33.75	$72.93	980	071662980085	723072
	DIXON TICONDEROGA COMPANY	747	CLAY MODEL4-1/4LB BLU	LB	$1.18	$3.29			340901
	DIXON TICONDEROGA COMPANY	742	CLAY MODELING 4-1/4LB RED	LB	$1.18	$3.29		72067007421	340885
	BINNEY & SMITH (BSD)	57-0300	CLAY,MDL,4-1/4LB,AST	EA	$0.97	$2.84	992	071662003005	947242
	DIXON TICONDEROGA COMPANY	744	CLAY,MODEL,4-1/4LBGRN	LB	$1.18	$3.29			340893

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	DIXON TICONDEROGA COMPANY	740	CLAY,MODEL,AST CLRS	LB	$1.65	$2.75		72067007407	340802
	DIXON TICONDEROGA COMPANY	748	CLAY,MODL4-1/4LBBX,YEL	LB	$1.18	$3.29		72067007483	340919
	SANFORD CORPORATION (NEWELL)	81803	CLEANER,BOARD,DRY ERASE,8	EA	$1.15	$3.42	1028	50071641790204	204057
x	OFFICEMATE INTERNATIONAL	10007	CLIP,PAPER,JUMBO,SMOOTH,1	BX	$0.15	$1.05	259	042491100074	429175
	MASTERS OF MARKETING	1281	COLD PACK,INSTANT,MMI	EA	$0.88	$2.50	435	852001001469	145123
	STAEDTLER, INC.	959 MBK	COMPASS,BALLBEARING	EA	$0.42	$0.98	1042	10031901911581	448741
	AMERICAN FALCON CORPORATION	F-10	COMPASS,CHALKBOARD,WOOD,1	EA	$4.77	$18.00		734558103004	947507
	FISKARS INC (BSD/CONTRACT)	95300	COMPASS,WITH SAFETY POINT	EA	$1.01	$2.88		42054953000	604769
x	SANFORD CORPORATION (NEWELL)	9135	CORRECTION,FLUID,WHITE	EA	$0.31	$1.89	348	073640091356	909135
	BINNEY & SMITH (BSD)	52-0836-051	CRAY CRAYON REFILL BK	BX	$1.00	$2.16		71662025144	535104
	BINNEY & SMITH (BSD)	52-0836-052	CRAY CRAYON REFILL GRAY	BX	$1.00	$2.09		71662024963	534610
	BINNEY & SMITH (BSD)	52-0836-044	CRAY CRAYON REFILL GREEN	BX	$1.00	$2.09		71662022952	534636
	BINNEY & SMITH (BSD)	52-0836-036	CRAY CRAYON REFILL ORANGE	BX	$1.00	$2.09		71662021832	535096
	BINNEY & SMITH (BSD)	52-0836-010	CRAY CRAYON REFILL PINK	BX	$1.00	$2.09		71662025069	535062
	BINNEY & SMITH (BSD)	52-0836-038	CRAY CRAYON REFILL RED	BX	$1.00	$2.09		71662025564	535054
	BINNEY & SMITH (BSD)	52-0836-034	CRAY CRAYON REFILL YELLOW	BX	$1.00	$2.09		71662024451	534628
	BINNEY & SMITH (BSD)	52-836-40	CRAY CRAYONS REFILL PURPL	BX	$1.00	$2.09		71662025083	535013
	BINNEY & SMITH (BSD)	52-0836-007	CRAY,CRAYONS,REFILL,BROWN	BX	$1.00	$2.09		71662025076	535039
	BINNEY & SMITH (BSD)	52-0836-042	CRAYOLA,CRAYONS,REFILL,BL	BX	$1.00	$2.09		71662021900	535088
	BINNEY & SMITH (BSD)	52-0033-051	CRAYON REFILL LG BLACK	BX	$1.79	$3.75		71662024901	812941
	BINNEY & SMITH (BSD)	52-0033-042	CRAYON REFILL LG BLUE	BX	$1.79	$3.75		71662024918	812933
	BINNEY & SMITH (BSD)	52-0033-007	CRAYON REFILL LG BROWN	BX	$1.79	$3.75		71662024932	812883
	BINNEY & SMITH (BSD)	52-0033-052	CRAYON REFILL LG GRAY	BX	$1.79	$3.75		71662024949	812826
	BINNEY & SMITH (BSD)	52-0033-044	CRAYON REFILL LG GREEN	BX	$1.79	$3.75		71662024956	812800
	BINNEY & SMITH (BSD)	52-0033-036	CRAYON REFILL LG ORANGE	BX	$1.79	$3.75		71662024826	812768
	BINNEY & SMITH (BSD)	52-0033-010	CRAYON REFILL LG PINK	BX	$1.79	$3.75		71662025571	812834
	BINNEY & SMITH (BSD)	52-0033-040	CRAYON REFILL LG PURPLE	BX	$1.79	$3.75		71662024338	812651
	BINNEY & SMITH (BSD)	52-0033-038	CRAYON REFILL LG RED	BX	$1.79	$3.75		71662024840	812719
	BINNEY & SMITH (BSD)	52-0033-034	CRAYON REFILL LG YELLOW	BX	$1.79	$3.75		71662024895	812701
	DIXON TICONDEROGA CO	10270	CRAYON, PRESSED, CRAYOGRA	BX	$2.16	$5.29		72067102706	274848
	DIXON TICONDEROGA CO	10271	CRAYON, PRESSED, CRAYOGRA	BX	$3.24	$7.94		72067102713	274832
	BINNEY & SMITH (BSD)	52-0024	CRAYON,3-5/8},CRAYOLA,24/	BX	$0.66	$2.49	373	10071662030244	119503
	BINNEY & SMITH (BSD)	52-8016	CRAYON,CLSSPK 800,CRAYOLA	EA	$33.75	$72.93	980	071662980160	360345
	BINNEY & SMITH (BSD)	52-0016	CRAYON,CRAYOLA,3-5/8},16-	BX	$0.37	$1.89	373	10071662100169	949362
	BINNEY & SMITH (BSD)	52-008W	CRAYON,MULTICULTURAL,8/TC	BX	$0.47	$0.99	980	10071662100800	949164
	BINNEY & SMITH (BSD)	52-080W	CRAYON,MULTICULTURAL,LRG,	BX	$0.98	$2.41	981	10071662108004	949206
	DIXON TICONDEROGA COMPANY	25116	CRAYON,PRANG,LARGE,16CT	BX	$1.92	$4.39		72067251169	251272
	DIXON TICONDEROGA COMPANY	51800	CRAYON,PRANG,LARGE,LIFT L	BX	$0.94	$2.39		72067518002	339622
	DIXON TICONDEROGA COMPANY	100	CRAYON,PRANG,REGULAR,16CT	BX	$0.53	$1.69	373	10072067001006	339606
	DIXON TICONDEROGA COMPANY	00000	CRAYON,PRANG,REGULAR,8CT	BX	$0.29	$0.95	373	10072067000009	339762
	BINNEY & SMITH (BSD)	52-0241	CRAYONS CRAYOLA LIFT LID	BX	$1.56	$3.37	980	10071662002418	949636
	DIXON TICONDEROGA CO	19800	CRAYONS, PRESSED, CRAYOGR	BX	$1.22	$3.15		72067198006	274792
	DIXON TICONDEROGA CO	32340	CRAYONS, WAX, REGULAR, 40	BX	$18.94	$41.89		40072067323406	267208
	DIXON TICONDEROGA CO	32350	CRAYONS, WAX, REGULAR, 80	BX	$29.93	$74.89		72067323507	267200
	BINNEY & SMITH (BSD)	52-0008	CRAYONS,8CT,CRAYOLA	BX	$0.23	$0.98	373	071662100087	950162
	BINNEY & SMITH (BSD)	52-038B	CRAYONS,ANTI-ROLL,CRAYOLA	BX	$1.41	$3.04	981	071662052386	407321
	BINNEY & SMITH (BSD)	52-0336	CRAYONS,LARGE,16/BX,LIFT	BX	$2.17	$4.69	373	071662003364	949677
	BINNEY & SMITH (BSD)	52-0080	CRAYONS,LARGE,8 TUCK BOX	BX	$0.53	$2.41	373	071662200800	950188
	BINNEY & SMITH (BSD)	52-0038	CRAYONS,LARGE,8/BX,LIFT L	BX	$0.80	$2.84	373	10071662000384	949701
	BINNEY & SMITH (BSD)	52-0333	CRAYONS,LARGE,UNLABELED	BX	$1.43	$3.24	981	10071662003330	949669
	BINNEY & SMITH (BSD)	52-0716	CRAYONS,MULTICULTURAL,16C	BX	$0.80	$1.85		71662007164	274744
	DIXON TICONDEROGA CO	32351	CRAYONS,WAX,LARGE,400CT,A	BX	$29.37	$74.89		72067323515	267240
	PACON CORPORATION	61502	CREPE,20X7.5,12FOLD/BX,AS	BX	$7.48	$15.85	1001	029444615021	292099
	PACON CORPORATION	61202	CREPE,20X7.5,12FOLD/BX,GR	BX	$4.45	$13.20	1001	10029444612027	337949
	PACON CORPORATION	61045	CREPE,20X7.5,12FOLD/BX,OR	BX	$4.45	$13.20		29444610453	337865

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Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	PACON CORPORATION	61092	CREPE,20X7.5,12FOLD/BX,RE	BX	$4.45	$13.20	1001	10029444610924	337899
	PACON CORPORATION	61002	CREPE,20X7.5,12FOLD/BX,WH	BX	$4.45	$13.20	1001	10029444610023	337840
	PACON CORPORATION	61312	CREPE,20X7.5,12FOLD/BX,YE	BX	$4.45	$13.20	1001	10029444613123	337857
	ADVANCED MARKETING	877795754	DICTIONARY,ELEMENTARY,ILL	EA	$9.30	$15.95	1045	081413005752	125984
	BINNEY & SMITH (BSD)	54-2129	DISPENSR,PUMP,WASH	EA	$1.08	$4.67	989	10071662021297	219568
	Flying Color toys	54125EA	EARSERS,PINK BEVEL,LRG	EA	$0.18	$0.69			724920
	Flying Color toys	54124EA	EARSERS,PINK BEVEL,MED	EA	$0.15	$0.59			724848
	Flying Color toys	54123EA	EARSERS,PINK BEVEL,SMALL	EA	$0.09	$0.49			724936
	MEADWESTVACO CORPORATION	CO565	ENV,COIN,28LB,#5.5,KRAFT,	BX	$8.93	$32.03	50	026900905658	348185
	MEADWESTVACO CORPORATION	COR06	ENVELOPE,RECY,4-1/8X9.5,2	BX	$11.12	$45.33		26900709065	942383
	SANFORD CORPORATION (NEWELL)	3046	ERASER,ARROWHEAD,72 COUNT	PK	$2.12	$5.25			120527
	SANFORD CORPORATION (NEWELL)	81505	ERASER,DRY ERASE,EXPO	EA	$1.13	$3.25	1028	50071641808435	307512
	GBC COMMERCIAL & CONSUMER GRP.	804526	ERASER,FELT,DELUXE	EA	$0.49	$2.95	726	034138045268	309443
	DIXON TICONDEROGA COMPANY	31107	ERASER,GUM CRAFT,1X1X7/8	EA	$0.17	$0.39			952762
	SANFORD CORPORATION (NEWELL)	73201EA	ERASER,MAGIC RUB,#1,WHITE	EA	$0.33	$0.75			930065
	Flying Color toys	54117	ERASER,PENCIL,CAP,144BOX	GS	$2.10	$10.59			279624
	Flying Color toys	54124	ERASERS,PINK BEVEL,MED,24BOX	BX	$3.71	$14.16			279632
	ACCO USA INC	71502	FASTENER,BRASS,1-PIECE,1/	BX	$0.74	$3.37	261	50050505715027	909432
	FELLOWES MANUFACTURING CO	00701EA	FILE,ECONOMY,12X10X24,LTR	EA	$2.77	$8.83	133	77511007019	322542
	FELLOWES MANUFACTURING CO	00011EA	FILE,STORAGE,12X10.25X24	EA	$5.07	$14.36		77511110139	963991
x	3M COMPANY	PPC/100	FILM,COPIER,PLN PPR,OD,10	BX	$4.57	$27.99	747	051125602068	753631
	GBC COMMERCIAL & CON	3000003	FILM,LAM,1.5MIL,18X500,2P	OP	$21.39	$76.80	1012	033816007604	320264
	GBC COMMERCIAL & CON	3000002	FILM,LAMINATING,12"X500'	OP	$15.84	$53.50	1012	033816007598	137679
	GBC COMMERCIAL & CONSUMER GRP.	3126061	FILM,LAMINATION ROLL,27X200,2/	BX	$34.96	$121.50	1012	033816065130	514608
	GBC COMMERCIAL & CON	3000004	FILM,LMNTNG,25X500 1.5MIL	BX	$25.14	$107.10	1012	033816007611	492864
	ACCO USA INC	PP100C	FILM,PLN COPIER,BLK/CLR,1	BX	$3.73	$26.99		718575090226	405472
	3M COMPANY	901	FILM,TRNS,W/O STRIPE,8.5X	BX	$4.30	$17.34		51125073271	965020
	DICK MARTIN SPORTS	FFS1-BLUE	FLAG FOOTBALL SETS-BLUE	ST	$0.80	$1.50		720029402684	215968
	DICK MARTIN SPORTS	FFS1-GOLD	FLAG FOOTBALL SETS-GOLD	ST	$0.80	$1.50		720029402691	216032
	DICK MARTIN SPORTS	FFS1-GREEN	FLAG FOOTBALL SETS-GREEN	ST	$0.80	$1.50		720029402707	216072
	DICK MARTIN SPORTS	FFS1-RED	FLAG FOOTBALL-RED	ST	$0.80	$1.50		720029402714	216104
	BIC CORPORATION	WOC12-WHI-EA	FLUID,CORRECTION,MULTI PU	EA	$0.33	$1.05			895342
x	SMEAD MANUFACTURING COMPANY	810945	FOLDER HANGING LGL 1/3 CU	BX	$4.22	$22.00	115	50735854109450	810945
x	SMEAD MANUFACTURING COMPANY	811018	FOLDER HANGING LGL 1/5 CU	BX	$4.30	$20.85	115	50735854110180	811018
x	SMEAD MANUFACTURING COMPANY	810929	FOLDER HANGING LTR 1/3 CU	BX	$3.57	$17.30	115	50735854109290	810929
x	SMEAD MANUFACTURING COMPANY	810994	FOLDER HANGING LTR 1/5 CU	BX	$3.26	$16.00	115	50735854109948	810994
x	SMEAD MANUFACTURING COMPANY	810846	FOLDER,FILE,LEGAL,1/3 CUT	BX	$6.57	$23.49	87	50735854108460	810846
x	SMEAD MANUFACTURING COMPANY	810838	FOLDER,FILE,LETTER,1/3 CU	BX	$4.00	$18.25	87	50735854108385	810838
x	SMEAD MANUFACTURING COMPANY	810895	FOLDER,FILE,LETTER,1/5 CU	BX	$5.59	$19.45	87	50735854108958	810895
	DICK MARTIN SPORTS	F301	FOOTBALL,RUBBER,JUNIOR SIZE	EA	$4.01	$8.00	1047	720029063014	101562
	DICK MARTIN SPORTS	F101	FOOTBALL,RUBBER,OFFICAL SIZE	EA	$4.26	$8.50	1047	720029061010	101633
	DICK MARTIN SPORTS	F201	FOOTBALL-INTERMED. SIZE	EA	$4.13	$8.00		720029062000	215840
	PACON CORPORATION	91780	GLITTER,PREM 1LB GLD	EA	$3.45	$8.25	994	029444917804	950980
	ELMER'S PRODUCTS, INC.	E304NR	GLUE SCHOOL,ELMERS,4OZ	EA	$0.38	$1.59	264	026000203043	947432
	ELMER'S PRODUCTS, INC.	E372NR	GLUE,ELMERS,4OZ,WHITE	EA	$0.38	$1.59	264	026000213721	910141
	ELMER'S PRODUCTS, INC.	E379NR	GLUE,ELMERS,8OZ,WHITE	EA	$0.64	$2.49	264	026000203791	910166
	ELMER'S PRODUCTS, INC.	E395NR	GLUE,ELMERS,GALLON,WHITE	EA	$7.71	$17.99	264	026000203951	910182
	ELMER'S PRODUCTS, INC.	254-BD	GLUE,GALLON,WHITE	EA	$4.58	$15.99		72161002544	285080
	ELMER'S PRODUCTS, INC.	118-BD	GLUE,ROSS,8OZ,WHITE	EA	$0.45	$2.29	1038	072161001189	284992
	ELMER'S PRODUCTS, INC.	253-BD	GLUE,ROSS,QUARTS,WHITE	EA	$1.51	$6.89		72161002537	285031
	ELMER'S PRODUCTS, INC.	E308NR	GLUE,SCHOOL,ELMERS,8OZ	EA	$1.07	$2.49	264	026000103084	205344
	ELMER'S PRODUCTS, INC.	4	GLUE,SCHOOL,ROSS,4OZ	EA	$0.11	$0.72		72161000045	284794
	ELMER'S PRODUCTS, INC.	0008-BD	GLUE,SCHOOL,ROSS,8OZ	EA	$0.45	$2.29		72161000083	284950
	ELMER'S PRODUCTS, INC.	264-BD	GLUE,SCHOOL,ROSS,GALLON	EA	$4.19	$15.99		72161002643	285122
	ELMER'S PRODUCTS, INC.	263-BD	GLUE,SCHOOL,ROSS,QUART	EA	$1.95	$5.69		72161002636	732321

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	SAUNDERS MFG. & MKTG.	64823499653	GLUE,STICK,1.25OZ,COL,UHU	EA	$0.90	$2.75	263	20648234996535	910299
	SAUNDERS MFG. & MKTG.	64823499649	GLUE,STICK,LRG,.74OZ,UHU	EA	$0.45	$1.90	263	20648234996498	910281
	ELMER'S PRODUCTS, INC.	95180	GLUE,STICK,ROSS,7 OZ	EA	$0.40	$1.59		72161951804	285270
x	ELMER'S PRODUCTS, INC.	95306-OD	GLUESTICK,.32 OZ,12/PK,WH	PK	$1.52	$6.99	263	735854001124	571101
x	ELMER'S PRODUCTS, INC.	95091-OD	GLUESTICK,SINGLE,.32OZ,WH	EA	$0.20	$0.79	263	735854001094	570971
	SANFORD CORPORATION (NEWELL)	64328EA	HIGHLIGHTER,DESK STYLE,BL	EA	$0.13	$0.75			659748
	SANFORD CORPORATION (NEWELL)	64329EA	HIGHLIGHTER,DESK STYLE,GR	EA	$0.13	$0.75			659755
	SANFORD CORPORATION (NEWELL)	64327EA	HIGHLIGHTER,DESK STYLE,PI	EA	$0.13	$0.75			659730
	SANFORD CORPORATION (NEWELL)	64326EA	HIGHLIGHTER,DESK STYLE,YE	EA	$0.13	$0.75			659722
	SANFORD CORPORATION (NEWELL)	24425EA	HIGHLIGHTER,LIQUID ACCENT	EA	$0.70	$1.85			328774
	SANFORD CORPORATION (NEWELL)	24429EA	HIGHLIGHTER,LIQUID ACCENT	EA	$0.70	$1.85			328783
	SANFORD CORPORATION (NEWELL)	24410EA	HILITER,LIQUID ACCENT,FL	EA	$0.70	$1.85			820839
	SANFORD CORPORATION (NEWELL)	24408EA	HILITER,LIQUID ACCENT,PUR	EA	$0.70	$1.85			820848
x	AVERY DENNISON	14830	INDEX,RNG BK,11X8.5,8-COL	ST	$0.20	$1.19	179	035854148301	814830
	JOHNSON & JOHNSON	8140	KIT,FIRST AID,J&J,SMALL O	EA	$13.36	$26.29	434	10381370081408	375133
	BUNZL DISTRIBUTION	21005	KLEENEX,FACIAL TISSUE,BUN	P5	$4.98	$8.72	478	036000215007	333036
	AVERY DENNISON	5160	LABEL,LSR,ADDR,WHT,3000CT	BX	$18.54	$42.00	203	60072782051602	364364
	AVERY DENNISON	5960	LABEL,LSR,ADDR,WHT,7500CT	BX	$41.72	$94.41	203	30072782059607	916403
	AVERY DENNISON	60602	LBL,REINF,DSP,CLEAR,PERM,200CT	PK	$0.69	$2.99			681896
	JOHNSON & JOHNSON	3941	LOTION,CALAMINE,BAND-AID	EA	$4.03	$10.99		3.8137003942e+011	265464
	BUNZL DISTRIBUTION	19200-77182	LYSOL 70CT CITRUS SCENT	PK	$4.34	$7.99	464	019200771825	512112
	AVERY DENNISON	24878EA	MARKER,BULLET TIP,LRG,BLK	EA	$0.45	$1.44			927145
	SANFORD CORPORATION (NEWELL)	02089EA	MARKER,CHINA,PHANO,BLACK	EA	$0.25	$0.90			929802
	SANFORD CORPORATION (NEWELL)	02059EA	MARKER,CHINA,RED	EA	$0.32	$0.86			336875
	SANFORD CORPORATION (NEWELL)	80003	MARKER,CHISEL TIP,EXPO 2	DZ	$7.47	$19.80	357	071641800038	259271
	SANFORD CORPORATION (NEWELL)	80003EA	MARKER,CHISEL TIP,EXPO 2,	EA	$0.62	$1.59			328630
	SANFORD CORPORATION (NEWELL)	80001	MARKER,CHISEL TIP,EXPO2,B	DZ	$7.47	$19.80	357	071641800014	259251
	SANFORD CORPORATION (NEWELL)	80001EA	MARKER,CHISEL TIP,EXPO2,B	EA	$0.62	$1.59	357		328550
	BINNEY & SMITH (BSD)	58-7708	MARKER,CLASSIC,CRAYOLA,SE	ST	$1.71	$3.69	374	071662077228	950055
	SANFORD CORPORATION (NEWELL)	82002	MARKER,DRY ERASE, EXPO II	DZ	$7.76	$19.80	357	071641820029	256981
	SANFORD CORPORATION (NEWELL)	83007	MARKER,DRY ERASE,CHSL,EXP	DZ	$8.65	$19.80		71641830073	258011
	SANFORD CORPORATION (NEWELL)	83008	MARKER,DRY ERASE,CHSL,EXP	DZ	$9.03	$20.76		71641830080	258321
	AVERY DENNISON	19818EA	MARKER,DRY ERASE,DS,BLK	EA	$0.72	$1.65	358		927764
	AVERY DENNISON	25656EA	MARKER,DRY ERASE,DS,BLUE	EA	$0.72	$1.65	358		927780
	AVERY DENNISON	25861ea	MARKER,DRY ERASE,DS,GREEN	EA	$0.46	$1.47			857824
	AVERY DENNISON	25858EA	MARKER,DRY ERASE,DS,RED	EA	$0.46	$1.47			857816
	SANFORD CORPORATION (NEWELL)	82003	MARKER,DRY ERASE,EXPO II,	DZ	$7.47	$19.80		071641820036	259271
	SANFORD CORPORATION (NEWELL)	82001EA	MARKER,DRY ERASE,EXPO II,	EA	$0.60	$1.59			927715
	SANFORD CORPORATION (NEWELL)	84001EA	MARKER,DRY ERASE,FINE,EXP	EA	$0.61	$1.63			927863
	SANFORD CORPORATION (NEWELL)	84003EA	MARKER,DRY ERASE,FINE,EXP	EA	$0.61	$1.35			927889
	DIXON TICONDEROGA COMPANY	92040	MARKER,DRY,CHISL,4COLOR/S	P4	$2.32	$6.09		72067920409	553214
	DIXON TICONDEROGA COMPANY	92080	MARKER,DRY,CHISL,8COLOR/S	ST	$4.63	$12.15		72067920806	928051
	SANFORD CORPORATION (NEWELL)	80002EA	MARKER,EXPO 2,RED	EA	$0.63	$1.59	357		328097
	SANFORD CORPORATION (NEWELL)	27005EA	MARKER,FELT,POCKET ACCENT	EA	$0.33	$0.90			926444
	SANFORD CORPORATION (NEWELL)	25026EA	MARKER,MAJOR ACCENT,FLR G	EA	$0.32	$0.90	361		926253
	SANFORD CORPORATION (NEWELL)	25009EA	MARKER,MAJOR ACCENT,PINK	EA	$0.32	$0.90	361		926220
	SANFORD CORPORATION (NEWELL)	25010EA	MARKER,MAJOR ACCENT,TURQU	EA	$0.32	$0.90	361		926238
	AVERY DENNISON	18932	MARKER,MARKS-A-LOT,4/PK,B	P4	$1.91	$5.77		71709189327	711408
	SANFORD CORPORATION (NEWELL)	64296	MARKER,PERM,3000,CHISEL P	DZ	$1.60	$9.60	354	50070530642969	898718
	SANFORD CORPORATION (NEWELL)	64297	MARKER,PERM,3000,CHISEL P	BX	$1.60	$9.60	354	50070530642976	200279
	SANFORD CORPORATION (NEWELL)	64293	MARKER,PERM,3000,CHISEL P	DZ	$1.60	$9.60	354	070530642933	682039
	SANFORD CORPORATION (NEWELL)	64292	MARKER,PERM,3000,CHISEL P	DZ	$1.60	$9.60	354	070530642926	682047
	SANFORD CORPORATION (NEWELL)	64291	MARKER,PERM,3000,CHISEL P	DZ	$1.60	$9.60	354	070530642919	309872
	SANFORD CORPORATION (NEWELL)	64298	MARKER,PERM,3000,CHISEL,P	DZ	$1.60	$9.60	354	50070530642983	898759
	SANFORD CORPORATION (NEWELL)	64295	MARKER,PERM,3000,CHISEL,P	DZ	$1.60	$9.60	354	50070530642952	898692

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	SANFORD CORPORATION (NEWELL)	64294	MARKER,PERM,3000,CHISEL,P	DZ	$1.60	$9.60	354	50070530642945	704080
	SANFORD CORPORATION (NEWELL)	64300	MARKER,PERM,EF3000,8 COLO	ST	$1.34	$6.30	354	070530643008	213491
	SANFORD CORPORATION (NEWELL)	13601EA	MARKER,PERM,FINE,SHARPIE,	EA	$0.50	$1.22			498618
	SANFORD CORPORATION (NEWELL)	33001EA	MARKER,PERM,SUPER SHARPIE	EA	$0.79	$1.80			224378
	SANFORD CORPORATION (NEWELL)	13801EA	MARKER,PERM,X-FINE,SHARPI	EA	$0.52	$1.20			498626
	SANFORD CORPORATION (NEWELL)	64293EA	MARKER,PERMANENT,CHISEL T	EA	$0.13	$0.80			659706
	SANFORD CORPORATION (NEWELL)	64291EA	MARKER,PERMANENT,CHISEL,B	EA	$0.13	$0.80			349449
	SANFORD CORPORATION (NEWELL)	64292EA	MARKER,PERMANENT,FABER,RE	EA	$0.13	$0.80			659698
	SANFORD CORPORATION (NEWELL)	15001EA	MARKER,PERMANENT,KING SIZ	EA	$0.49	$1.65			927103
	DIXON TICONDEROGA COMPANY	80680	MARKER,PRANG,WASHABLE,8CO	ST	$2.06	$4.85		72067806802	278457
	DIXON TICONDEROGA COMPANY	80128	MARKER,PRANG,WATERCOLOR,8	ST	$1.56	$3.59		72067801289	278515
	DIXON TICONDEROGA CO	81542	MARKER,SCHOLASTIC,WASH,8PK	PK	$1.87	$4.93			137144
	DIXON TICONDEROGA CO	81542	MARKER,SCHOLASTIC,WASH,8PK	P8	$1.87	$4.93			137144
	SANFORD CORPORATION (NEWELL)	64290	MARKER,SET,FELT,WASHABLE,	ST	$1.34	$6.30	1030	30070530642903	277944
	SANFORD CORPORATION (NEWELL)	30001	MARKER,SHARPIE,FINE,DZ,BL	DZ	$4.61	$14.40	350	50071641903765	203349
	BINNEY & SMITH (BSD)	58-7808	MARKER,WASHABLE,BROAD,8CT	ST	$2.17	$4.93	374	071662078089	502336
	SANFORD CORPORATION (NEWELL)	64284	MARKER,WASHABLE,CHISEL TI	DZ	$1.56	$9.60	1030	50070530642846	985648
	BINNEY & SMITH (BSD)	58-7208	MARKER,WEDGE TIP,WASH,8CL	ST	$2.11	$4.93	987	10071662072084	950048
	SANFORD CORPORATION (NEWELL)	64283	MARKER,WSH,CHS TP,BLU	DZ	$1.56	$9.60	1030	50070530642839	985622
	SANFORD CORPORATION (NEWELL)	64281	MARKER,WSH,CHSTP,BLK	DZ	$1.56	$9.60	1030	50070530642815	226092
	SANFORD CORPORATION (NEWELL)	64282	MARKER,WSH,CHSTP,RED	DZ	$1.56	$9.60	1030	50070530642822	985614
	BINNEY & SMITH (BSD)	588214	MARKER,WSHBL,TRAYOLA(TM),48PK	PK	$12.33	$26.65			318368
	DIXON TICONDEROGA CO	80615	MARKERS,ART,WASH,96CT,ASST	CA	$21.93	$54.28		40072067806152	225944
	DIXON TICONDEROGA COMPANY	88248	MARKERS,FIS-AID,FINE PT,8	P8	$4.06	$10.90		72067882486	559419
	DIXON TICONDEROGA COMPANY	88240	MARKERS,OP,WATER BASE,FN,	ST	$2.02	$5.45		72067882400	559427
	FELLOWES MANUFACTURING CO	5933801	MOUSEPAD,MICROBAN ,BLUE	EA	$2.54	$5.95			364800
	BINNEY & SMITH (BSD)	58-8210	MRKER ,FINE TIP,CLSPK,CRA	BX	$41.08	$88.78		71662582104	157104
	SANFORD CORPORATION (NEWELL)	83078	MRKR,SET,D/ERS,8CLR	P8	$6.02	$13.61	358	000071641830783	204164
	SANFORD CORPORATION (NEWELL)	83074	MRKR,ST/D/ER,CHS,4CLR	P4	$3.05	$6.89	358	000071641830745	204156
	ADVANCED MARKETING	877795797	MW INTERMEDIATE DICTIONAR	EA	$10.46	$17.95	1045	081413005790	505968
	ADVANCED MARKETING	877795800	MW SCHOOL DICTIONARY REV	EA	$10.53	$18.95	1045	081413005806	506128
	DICK MARTIN SPORTS	N2	NEEDLES,INFLATING,X-LONG	P3	$0.40	$0.80	1047	720029140029	101571
	MEADWESTVACO	6729	NOTEBOOK,3SUBJ,120CT,3PK,	P3	$3.05	$10.70			502385
x	MEADWESTVACO	6683	NOTEBOOK,SPIRAL,1SUB,100S	EA	$0.52	$2.69	1016	043100066835	588286
	3M COMPANY	2671	PACK,HOT/COLD,3M	EA	$4.48	$11.20	435	051131666887	292985
	DIVERSAFILE EVERETT LLC	79-106-OD	PAD SPELLING 3.5X10 40S	EA	$0.32	$0.90			272070
	JOHNSON & JOHNSON	8525	PAD,GAUZE, 4"X4",25BX	BX	$4.89	$8.99		381370085256	265800
	TOPS BUSINESS FORMS	99412EA	PAD,GUM,8.5X11,OD,CAN,LGL	EA	$0.36	$2.33			524595
	TOPS BUSINESS FORMS	99414EA	PAD,GUM,8.5X14,OD,CAN,LGL	EA	$0.58	$2.46			524744
x	TOPS BUSINESS FORMS	99479	PAD,SCRATCH,3X5,WHT,100SH	DZ	$2.04	$9.20	62	025932994791	307629
x	TOPS BUSINESS FORMS	99473	PAD,SCRATCH,4X6,WHT,100SH	DZ	$3.14	$14.40	62	025932994739	307744
	BINNEY & SMITH (BSD)	543115069	PAINT,ARTISTA II TEMPERA MAG	EA	$1.30	$4.07	988	000071662650698	704544
	BINNEY & SMITH (BSD)	54-3115-069	PAINT,ARTISTA II TEMPERA MAGENTA	EA	$1.30	$4.07	988	071662650698	704544
	BINNEY & SMITH (BSD)	54-3115-033	PAINT,ARTISTA II TEMPERA PEACH	EA	$1.30	$4.07	988	071662650339	704452
	BINNEY & SMITH (BSD)	54-3115-048	PAINT,ARTISTA II,TEMP, TURQUOISE	EA	$1.30	$4.07	988	071662650483	725572
	BINNEY & SMITH (BSD)	54-3115-51	PAINT,TEMPERA,16 OZ,BLK	EA	$1.30	$4.07	988	071662650513	464776
	BINNEY & SMITH (BSD)	54-3115-42	PAINT,TEMPERA,16 OZ,BLU	EA	$1.30	$4.07	988	071662650421	464792
	BINNEY & SMITH (BSD)	54311542	PAINT,TEMPERA,16 OZ,BLU	EA	$1.30	$4.07	988	000071662650421	464792
	BINNEY & SMITH (BSD)	54-3115-07	PAINT,TEMPERA,16 OZ,BRN	EA	$1.30	$4.07	988	071662650070	465054
	BINNEY & SMITH (BSD)	54-3115-44	PAINT,TEMPERA,16 OZ,GRN	EA	$1.30	$4.07	988	071662650445	463687
	BINNEY & SMITH (BSD)	54311544	PAINT,TEMPERA,16 OZ,GRN	EA	$1.30	$4.07	988	000071662650445	463687
	BINNEY & SMITH (BSD)	54-3115-38	PAINT,TEMPERA,16 OZ,RED	EA	$1.30	$4.07	988	071662650384	464818
	BINNEY & SMITH (BSD)	54311538	PAINT,TEMPERA,16 OZ,RED	EA	$1.30	$4.07	988	000071662650384	464818
	BINNEY & SMITH (BSD)	54-3115-40	PAINT,TEMPERA,16 OZ,VIO	EA	$1.30	$4.07	988	071662650407	464800
	BINNEY & SMITH (BSD)	54-3115-53	PAINT,TEMPERA,16 OZ,WHT	EA	$1.30	$4.07	988	071662650537	464560

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	BINNEY & SMITH (BSD)	54-3115-34	PAINT,TEMPERA,16 OZ,YEL	EA	$1.30	$4.07	988	071662650346	464941
	BINNEY & SMITH (BSD)	54311534	PAINT,TEMPERA,16 OZ,YEL	EA	$1.30	$4.07	988	000071662650346	464941
	BINNEY & SMITH (BSD)	54-3115-36	PAINT,TEMPERA,ARTISTAII,O	EA	$1.30	$4.07	988	071662650360	371574
	BINNEY & SMITH (BSD)	54311536	PAINT,TEMPERA,ARTISTAII,ORANGE	EA	$1.30	$4.07	988	000071662650360	371574
	BINNEY & SMITH (BSD)	27-4416-051	PAINT,TEMPERA,BLACK	EA	$1.30	$4.07	988	71662013516	464776
	BINNEY & SMITH (BSD)	27-4416-042	PAINT,TEMPERA,BLUE	EA	$1.30	$4.07	988	71662013424	464792
	BINNEY & SMITH (BSD)	27-4416-007	PAINT,TEMPERA,BROWN	EA	$1.30	$4.07	988	71662013073	465054
	BINNEY & SMITH (BSD)	27-4416-044	PAINT,TEMPERA,GREEN	EA	$1.30	$4.07	988	71662013448	463687
	BINNEY & SMITH (BSD)	27-4416-069	PAINT,TEMPERA,MAGENTA	EA	$1.30	$4.07	988	71662013691	704544
	BINNEY & SMITH (BSD)	27-4416-036	PAINT,TEMPERA,ORANGE	EA	$1.30	$4.07	988	71662013363	371574
	BINNEY & SMITH (BSD)	27-4416-033	PAINT,TEMPERA,PEACH	EA	$1.30	$4.07	988	71662013332	704452
	BINNEY & SMITH (BSD)	27-4416-038	PAINT,TEMPERA,RED	EA	$1.30	$4.07	988	71662013387	464818
	BINNEY & SMITH (BSD)	27-4416-048	PAINT,TEMPERA,TURQUOISE B	EA	$1.30	$4.07	988	71662013486	725572
	BINNEY & SMITH (BSD)	27-4416-040	PAINT,TEMPERA,VIOLET	EA	$1.30	$4.07	988	71662013400	464800
	BINNEY & SMITH (BSD)	27-4416-053	PAINT,TEMPERA,WHITE	EA	$1.30	$4.07	988	71662013530	464560
	BINNEY & SMITH (BSD)	27-4416-034	PAINT,TEMPERA,YELLOWW	EA	$1.30	$4.07	988	71662013349	464941
	BINNEY & SMITH (BSD)	53-0016	PAINT,WATERCLR,16 COLOR,1	ST	$4.15	$9.78	990	071662530167	536110
	BINNEY & SMITH (BSD)	53-0008	PAINT,WATERCLR,8 COLOR,1/	ST	$1.48	$4.93	990	071662530082	949180
	BINNEY & SMITH (BSD)	53-0525	PAINT,WATERCOLOR,W/BRUSH,	ST	$1.25	$2.71		071662005252	548743
	DIXON TICONDEROGA COMPANY	80525	PAINT,WATERCOLOR,W/BRUSH,	ST	$1.17	$2.49		72067805256	951962
	DIXON TICONDEROGA COMPANY	8100	PAINT,WATERCOLOR,WITHOUT	ST	$1.73	$4.89	990	10072067081008	341396
	DIVERSAFILE EVERETT LLC	46-195-OD	PAPER CHART 24X36 3/4} RU	PK	$10.34	$33.99	1031	093842461955	172908
	RIVERSIDE PAPER	3122	PAPER CONST,WHT,24X36	PK	$7.37	$29.35	997	10084001031222	230490
	RIVERSIDE PAPER	3624	PAPER CONST12X18BLU,GW	PK	$1.26	$5.80	998	10084001036241	273771
	DIVERSAFILE EVERETT LLC	C3190	PAPER DRAWING MNLA 12X18	RM	$8.27	$26.99	1007	093842102131	341768
	DIVERSAFILE EVERETT LLC	C3173	PAPER DRAWING WHITE 9X12	RM	$4.61	$15.69	1007	093842100250	172684
	DIVERSAFILE EVERETT LLC	C3181	PAPER DRAWING WHITE 9X12	RM	$5.88	$19.99	1007	093842100311	172718
	DIVERSAFILE EVERETT LLC	44-105-OD	PAPER FOOLSCAP 3/8}RLD 8	RM	$2.44	$7.99	1015	093842441056	172874
	DIVERSAFILE EVERETT LLC	46-726	PAPER MANILA DRAW 12X18	RM	$9.22	$26.10		93842467261	172924
	DIVERSAFILE EVERETT LLC	46-729	PAPER MANILA DRAW 18X24	RM	$18.44	$52.20		93842467292	172932
	DIVERSAFILE EVERETT LLC	46-725	PAPER MANILA DRAWING 9X1	RM	$4.61	$13.05		93842467254	172916
	DIVERSAFILE EVERETT LLC	49-520-OD	PAPER NEWS PLAIN 6X9 50#	CT	$28.09	$79.50			172957
	PACON CORPORATION	67001	PAPER,AK,36X1000,WHT	RL	$29.79	$83.60	1002	50029444670018	337675
	PACON CORPORATION	67301	PAPER,ART,BLK,36X1000	RL	$32.38	$106.45	1002	50029444673019	337782
	RIVERSIDE PAPER	1209	PAPER,ART,BLK,36X1000	RL	$59.83	$209.80	1002	10084001012092	173518
	RIVERSIDE PAPER	1206	PAPER,ART,BLUE,36X1000	RL	$64.35	$209.80	1003	10084001012061	173427
	RIVERSIDE PAPER	1207	PAPER,ART,BRN,36X1000	RL	$64.35	$209.80	1003	10084001012078	173492
	PACON CORPORATION	67171	PAPER,ART,BRTBLU,36XM	RL	$41.51	$117.15	1002	50029444671718	337766
	PACON CORPORATION	67131	PAPER,ART,BRTGRN,36XM	RL	$42.65	$117.15	1002	50029444671312	337733
	RIVERSIDE PAPER	1201	PAPER,ART,CNRY,36X1000	RL	$64.29	$209.80	1002	10084001012016	173484
	PACON CORPORATION	67081	PAPER,ART,CNRY,36X1000	RL	$39.20	$119.55	1002	50029444670810	337709
	PACON CORPORATION	67181	PAPER,ART,DKBLU,36XM	RL	$31.55	$99.30	1002	50029444671817	210807
	PACON CORPORATION	67141	PAPER,ART,EMRLD,36XM	RL	$29.23	$99.30	1002	50029444671411	337741
	RIVERSIDE PAPER	1202	PAPER,ART,FESTIVE GRN,36X	RL	$69.67	$209.80	1003	10084001012023	173526
	PACON CORPORATION	67031	PAPER,ART,FLMRD,36XM	RL	$44.52	$119.70	1002	50029444670315	185249
	RIVERSIDE PAPER	1211	PAPER,ART,GOLD,36X1000	RL	$66.83	$209.80	1003	10084001012115	173476
	RIVERSIDE PAPER	1203	PAPER,ART,HOLRED,36XM	RL	$65.15	$209.80	1003	10084001012030	173534
	PACON CORPORATION	67161	PAPER,ART,LTBLU,36XM	RL	$38.11	$123.00	1002	50029444671619	337758
	PACON CORPORATION	67121	PAPER,ART,LTGRN,36XM	RL	$38.62	$120.70	1002	50029444671213	337725
	PACON CORPORATION	67091	PAPER,ART,OLD GOLD,36XM	RL	$43.11	$117.15	1002	50029444670919	185306
	RIVERSIDE PAPER	1200	PAPER,ART,ORN,36X1000	RL	$65.95	$209.80	1002	10084001012009	173377
	PACON CORPORATION	67101	PAPER,ART,ORN,36X1000	RL	$40.15	$116.60	1002	50029444671015	337717
	RIVERSIDE PAPER	1204	PAPER,ART,PINK,36X1000	RL	$62.24	$209.80	1003	10084001012047	173294
	PACON CORPORATION	67261	PAPER,ART,PNK,36X1000	RL	$37.95	$122.20	1002	50029444672616	337774
	RIVERSIDE PAPER	1210	PAPER,ART,PURP,36X1000	RL	$66.83	$209.80	1002	10084001012108	173369

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	PACON CORPORATION	67331	PAPER,ART,PURP,36X1000	RL	$37.17	$117.30	1002	50029444673316	337790
	PACON CORPORATION	67021	PAPER,ART,RCHBRN,36XM	RL	$32.36	$98.25	1002	50029444670216	337683
	PACON CORPORATION	67041	PAPER,ART,RED,36X1000	RL	$35.04	$115.55	1002	50029444670414	337691
	PACON CORPORATION	57017	PAPER,ART,ROLL,24X60,WHT	RL	$4.77	$12.35	1003	50029444570172	288923
	RIVERSIDE PAPER	1205	PAPER,ART,ROLL,36X1000	RL	$62.31	$209.80	1003	10084001012054	173310
	RIVERSIDE PAPER	1208	PAPER,ART,WHI,36X1000	RL	$61.19	$209.80	1003	10084001012085	173500
	DIVERSAFILE EVERETT LLC	46-181-OD	PAPER,CHART,1}RLD,24X36,N	PK	$10.34	$33.99	1031	093842461818	172882
	DIVERSAFILE EVERETT LLC	EVP44-124	PAPER,COMP,8X10-1/2,WR,RE	EA	$2.60	$9.29	1015	093842441247	323763
	RIVERSIDE PAPER	3638	PAPER,CONST,12X18,48/PK,A	PK	$1.26	$5.80	999	10084001036388	105461
	RIVERSIDE PAPER	3668	PAPER,CONST,12X18,CULT,GW	PK	$1.26	$5.80	999	10084001036685	348486
	RIVERSIDE PAPER	3632	PAPER,CONST,12X18,GRYGW	PK	$1.26	$5.80	998	10084001036326	274001
	RIVERSIDE PAPER	3626	PAPER,CONST,12X18,GW,BLU	PK	$1.26	$5.80	998	10084001036265	273839
	RIVERSIDE PAPER	3630	PAPER,CONST,12X18,GW,BROW	PK	$1.26	$5.80	998	10084001036302	273961
	RIVERSIDE PAPER	3629	PAPER,CONST,12X18,GW,BROW	PK	$1.26	$5.80	998	10084001036296	273946
	RIVERSIDE PAPER	3622	PAPER,CONST,12X18,GW,DRK	PK	$1.26	$5.80	998	10084001036227	273730
	RIVERSIDE PAPER	3620	PAPER,CONST,12X18,GW,GREE	PK	$1.26	$5.80	998	10084001036203	273698
	RIVERSIDE PAPER	3443	PAPER,CONST,12X18,GW,H-RE	PK	$1.26	$5.80	998	10084001034438	230300
	RIVERSIDE PAPER	3635	PAPER,CONST,12X18,GW,LIL	PK	$1.26	$5.80	998	10084001036357	274100
	RIVERSIDE PAPER	3623	PAPER,CONST,12X18,GW,LT B	PK	$1.26	$5.80	998	10084001036234	273755
	RIVERSIDE PAPER	3619	PAPER,CONST,12X18,GW,LT G	PK	$1.26	$5.80	998	10084001036197	274225
	RIVERSIDE PAPER	3647	PAPER,CONST,12X18,GW,LT R	PK	$1.26	$5.80	998	10084001036470	274142
	RIVERSIDE PAPER	3628	PAPER,CONST,12X18,GW,MAG	PK	$1.26	$5.80	998	10084001036289	273912
	RIVERSIDE PAPER	3618	PAPER,CONST,12X18,GW,ORAN	PK	$1.26	$5.80	998	10084001036180	274209
	RIVERSIDE PAPER	3615	PAPER,CONST,12X18,GW,PINK	PK	$1.26	$5.80	998	10084001036159	274043
	RIVERSIDE PAPER	3614	PAPER,CONST,12X18,GW,RED	PK	$1.26	$5.80	998	10084001036142	273896
	RIVERSIDE PAPER	3633	PAPER,CONST,12X18,GW,SL G	PK	$1.26	$5.80	998	10084001036333	274068
	RIVERSIDE PAPER	2994	PAPER,CONST,12X18,HOLIDAY	PK	$1.84	$7.34	996	10084001029946	348583
	RIVERSIDE PAPER	2961	PAPER,CONST,12X18,HOLY,GR	PK	$1.84	$7.34	996	10084001029618	348440
	RIVERSIDE PAPER	3063	PAPER,CONST,12X18,SC,ASTD	PK	$1.84	$7.34	997	10084001030638	338186
	RIVERSIDE PAPER	3451	PAPER,CONST,12X18,SCARLET	PK	$1.26	$5.80	998	10084001034513	274027
	RIVERSIDE PAPER	3621	PAPER,CONST,12X18,YEL/GRE	PK	$1.26	$5.80	998	10084001036210	273714
	RIVERSIDE PAPER	3631	PAPER,CONST,12X18BLKGW	PK	$1.26	$5.80	998	10084001036319	273987
	RIVERSIDE PAPER	3644	PAPER,CONST,12X18BSCT	PK	$1.26	$5.80	998	10084001036449	103203
	RIVERSIDE PAPER	3625	PAPER,CONST,12X18DBLGW	PK	$1.26	$5.80	998	10084001036258	273797
	RIVERSIDE PAPER	3636	PAPER,CONST,12X18LTBRNGW	PK	$1.26	$5.80	998	10084001036364	274126
	RIVERSIDE PAPER	3971	PAPER,CONST,12X18SALGW	PK	$1.26	$5.80	998	10084001039716	273854
	RIVERSIDE PAPER	3627	PAPER,CONST,12X18VIOGW	PK	$1.26	$5.80	998	10084001036272	273870
	RIVERSIDE PAPER	3613	PAPER,CONST,12X18WHTGW	PK	$1.26	$5.80	998	084001036138	273664
	RIVERSIDE PAPER	3616	PAPER,CONST,12X18YELGW	PK	$1.26	$5.80	998	10084001036166	274167
	RIVERSIDE PAPER	3095	PAPER,CONST,18X24,ASSORTE	PK	$3.69	$14.67	997	10084001030959	338194
	RIVERSIDE PAPER	3467	PAPER,CONST,18X24,BLGRNGW	PK	$2.51	$11.60	999	10084001034674	102543
	RIVERSIDE PAPER	3472	PAPER,CONST,18X24,BLKGW	PK	$2.51	$11.60	999	10084001034728	102231
	RIVERSIDE PAPER	2962	PAPER,CONST,18X24,GREEN	PK	$3.69	$14.67	997	10084001029625	348529
	RIVERSIDE PAPER	3461	PAPER,CONST,18X24,GRN	PK	$2.51	$11.60	999	10084001034612	102776
	RIVERSIDE PAPER	3473	PAPER,CONST,18X24,GRYGW	PK	$2.51	$11.60	999	10084001034735	102204
	RIVERSIDE PAPER	3444	PAPER,CONST,18X24,GW,HOLR	PK	$2.51	$11.60	999	10084001034445	102927
	RIVERSIDE PAPER	3464	PAPER,CONST,18X24,GW,LT B	PK	$2.51	$11.60	999	10084001034643	102641
	RIVERSIDE PAPER	3456	PAPER,CONST,18X24,GW,PINK	PK	$2.51	$11.60	999	10084001034568	102295
	RIVERSIDE PAPER	3454	PAPER,CONST,18X24,GW,WHT	PK	$2.51	$11.60	999	10084001034544	273672
	RIVERSIDE PAPER	3457	PAPER,CONST,18X24,GW,YELL	PK	$2.51	$11.60	999	10084001034575	102918
	RIVERSIDE PAPER	2995	PAPER,CONST,18X24,HOLIDAY	PK	$3.69	$14.67	997	10084001029953	348556
	RIVERSIDE PAPER	3460	PAPER,CONST,18X24,LGRGW	PK	$2.51	$11.60	999	10084001034605	102801
	RIVERSIDE PAPER	3469	PAPER,CONST,18X24,MAG,GW	PK	$2.51	$11.60	999	10084001034698	102357
	RIVERSIDE PAPER	3064	PAPER,CONST,18X24,MAG,SC	PK	$3.69	$14.67	997	10084001030645	229823
	RIVERSIDE PAPER	3452	PAPER,CONST,18X24,SCR,GW	PK	$2.51	$11.60	999	10084001034520	102151

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	RIVERSIDE PAPER	3468	PAPER,CONST,18X24,VIOGW	PK	$2.51	$11.60	999	10084001034681	102419
	RIVERSIDE PAPER	53465	PAPER,CONST,18X24BLUGW	PK	$2.51	$11.60	999	10084001034650	102240
	RIVERSIDE PAPER	3470	PAPER,CONST,18X24BRNGW	PK	$2.51	$11.60	999	10084001034704	102339
	RIVERSIDE PAPER	3459	PAPER,CONST,18X24ORNGW	PK	$2.51	$11.60	999	10084001034599	102847
	RIVERSIDE PAPER	3455	PAPER,CONST,18X24REDGW	PK	$2.51	$11.60	999	10084001034551	102366
	RIVERSIDE PAPER	3463	PAPER,CONST,18X36,DGR GW	PK	$2.51	$11.60	999	10084001034636	102696
	RIVERSIDE PAPER	3607	PAPER,CONST,9X12,50SHTS,B	PK	$0.64	$2.90	998	084001036077	273995
	RIVERSIDE PAPER	3600	PAPER,CONST,9X12,50SHTS,B	PK	$0.64	$2.90	998	084001036008	273789
	RIVERSIDE PAPER	3592	PAPER,CONST,9X12,50SHTS,Y	PK	$0.64	$2.90	998	084001035926	274175
	RIVERSIDE PAPER	3605	PAPER,CONST,9X12,BROWN	PK	$0.64	$2.90	998	10084001036050	273953
	RIVERSIDE PAPER	3005	PAPER,CONST,9X12,CHARTREU	PK	$0.92	$3.67	996	10084001030058	338707
	RIVERSIDE PAPER	3601	PAPER,CONST,9X12,DKBLUE	PK	$0.64	$2.90	998	10084001036012	273805
	RIVERSIDE PAPER	3606	PAPER,CONST,9X12,DKBRN	PK	$0.64	$2.90	998	10084001036067	273979
	RIVERSIDE PAPER	3598	PAPER,CONST,9X12,DKGRN	PK	$0.64	$2.90	998	10084001035985	273748
	RIVERSIDE PAPER	3608	PAPER,CONST,9X12,GRAY	PK	$0.64	$2.90	998	10084001036081	274019
	RIVERSIDE PAPER	3596	PAPER,CONST,9X12,GREEN	PK	$0.64	$2.90	998	10084001035961	273706
	RIVERSIDE PAPER	3637	PAPER,CONST,9X12,GW,ASTD	PK	$0.64	$2.90	999	10084001036371	105470
	RIVERSIDE PAPER	3442	PAPER,CONST,9X12,HOLIDAY	PK	$0.64	$2.90	996	084001034424	230334
	RIVERSIDE PAPER	2993	PAPER,CONST,9X12,HOLIDAY	PK	$0.92	$3.67	996	10084001029939	347806
	RIVERSIDE PAPER	3611	PAPER,CONST,9X12,LILAC	PK	$0.64	$2.90	998	10084001036111	274118
	RIVERSIDE PAPER	3599	PAPER,CONST,9X12,LT BLU	PK	$0.64	$2.90	998	10084001035992	273763
	RIVERSIDE PAPER	3595	PAPER,CONST,9X12,LT GRN	PK	$0.64	$2.90	998	10084001035954	274233
	RIVERSIDE PAPER	3612	PAPER,CONST,9X12,LTBRN	PK	$0.64	$2.90	998	10084001036128	274134
	RIVERSIDE PAPER	3604	PAPER,CONST,9X12,MGNTA	PK	$0.64	$2.90	998	10084001036043	273920
	RIVERSIDE PAPER	3639	PAPER,CONST,9X12,MULTI,GW	PK	$0.64	$2.90	999	10084001036395	347771
	RIVERSIDE PAPER	3594	PAPER,CONST,9X12,ORN	PK	$0.64	$2.90	998	10084001035947	274217
	RIVERSIDE PAPER	3591	PAPER,CONST,9X12,PINK	PK	$0.64	$2.90	998	10084001035916	274050
	RIVERSIDE PAPER	3590	PAPER,CONST,9X12,RED	PK	$0.64	$2.90	998	10084001035909	273904
	RIVERSIDE PAPER	3031	PAPER,CONST,9X12,SC,ASTD	PK	$0.92	$3.67	997	10084001030317	338855
	RIVERSIDE PAPER	2960	PAPER,CONST,9X12,SC,HOL/G	PK	$0.92	$3.67	996	10084001029601	347780
	RIVERSIDE PAPER	3450	PAPER,CONST,9X12,SCRLT	PK	$0.64	$2.90	998	10084001034506	274035
	RIVERSIDE PAPER	3602	PAPER,CONST,9X12,TURQ	PK	$0.64	$2.90	998	10084001036029	273847
	RIVERSIDE PAPER	3589	PAPER,CONST,9X12,WHT	PK	$0.64	$2.90	998	10084001035893	102936
	RIVERSIDE PAPER	3127	PAPER,CONST,ASTD,24X36	PK	$7.37	$29.35	997	10084001031277	338202
	RIVERSIDE PAPER	3029	PAPER,CONST,BLACK,9X12	PK	$0.92	$3.67	996	10084001030294	338665
	RIVERSIDE PAPER	3061	PAPER,CONST,BLK,12X18	PK	$1.84	$7.34	996	10084001030614	338657
	RIVERSIDE PAPER	3093	PAPER,CONST,BLK,18X24	PK	$3.69	$14.67	997	10084001030935	230540
	RIVERSIDE PAPER	3125	PAPER,CONST,BLK,24X36	PK	$7.37	$29.35	997	10084001031253	230557
	RIVERSIDE PAPER	3054	PAPER,CONST,BLUE,12X18	PK	$1.84	$7.34	996	084001030549	338475
	RIVERSIDE PAPER	3086	PAPER,CONST,BLUE,18X24	PK	$3.69	$14.67	997	10084001030867	230284
	RIVERSIDE PAPER	3022	PAPER,CONST,BLUE,9X12	PK	$0.92	$3.67	996	10084001030225	338483
	RIVERSIDE PAPER	3056	PAPER,CONST,DK BRN,12X18	PK	$1.84	$7.34	996	084001030563	338558
	RIVERSIDE PAPER	3053	PAPER,CONST,DK GRN,12X18	PK	$1.84	$7.34	996	10084001030539	338459
	RIVERSIDE PAPER	3024	PAPER,CONST,DKBRN,9X12	PK	$0.92	$3.67	996	10084001030249	338566
	RIVERSIDE PAPER	3085	PAPER,CONST,DKGRN,18X27	PK	$3.69	$14.67	997	10084001030850	230268
	RIVERSIDE PAPER	3021	PAPER,CONST,DKGRN,9X12	PK	$0.92	$3.67	996	10084001030218	338467
	RIVERSIDE PAPER	3006	PAPER,CONST,FESTGRN,9X12	PK	$0.92	$3.67	996	10084001030065	338723
	RIVERSIDE PAPER	3431	PAPER,CONST,FESTRD,9X12	PK	$0.92	$3.67	996	10084001034315	338764
	RIVERSIDE PAPER	3070	PAPER,CONST,FSTGR,18X24	PK	$3.69	$14.67	997	10084001030706	230607
	RIVERSIDE PAPER	3038	PAPER,CONST,FSTGRN,12X18	PK	$1.84	$7.34	996	084001030389	338715
	RIVERSIDE PAPER	3433	PAPER,CONST,FSTRD,18X24	PK	$3.69	$14.67	997	10084001034339	230649
	RIVERSIDE PAPER	3432	PAPER,CONST,FSTRED,12X18	PK	$1.84	$7.34	996	10084001034322	338756
	RIVERSIDE PAPER	2998	PAPER,CONST,GOLD,12X18	PK	$1.84	$7.34	996	10084001029984	230367
	RIVERSIDE PAPER	3059	PAPER,CONST,GRAY,12X18	PK	$1.84	$7.34	996	10084001030591	338616
	RIVERSIDE PAPER	3091	PAPER,CONST,GRAY,18X24	PK	$3.69	$14.67	997	10084001030911	230508

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	RIVERSIDE PAPER	3027	PAPER,CONST,GRAY,9X12	PK	$0.92	$3.67	996	10084001030270	338624
	RIVERSIDE PAPER	3050	PAPER,CONST,LILAC,12X18	PK	$1.84	$7.34	996	10084001030508	338418
	RIVERSIDE PAPER	3082	PAPER,CONST,LILAC,18X24	PK	$3.69	$14.67	997	10084001030829	230144
	RIVERSIDE PAPER	3018	PAPER,CONST,LILAC,9X12	PK	$0.92	$3.67	996	10084001030188	338426
	RIVERSIDE PAPER	3425	PAPER,CONST,LIME,12X18	PK	$1.84	$7.34	996	10084001034254	229849
	RIVERSIDE PAPER	3427	PAPER,CONST,LIME,18X24	PK	$3.69	$14.67	997	10084001034278	229856
	RIVERSIDE PAPER	3423	PAPER,CONST,LIME,9X12	PK	$0.92	$3.67	996	10084001034230	229872
	RIVERSIDE PAPER	3047	PAPER,CONST,LTGRN,12X18	PK	$1.84	$7.34	996	10084001030478	338335
	RIVERSIDE PAPER	3079	PAPER,CONST,LTGRN,18X24	PK	$3.69	$14.67	997	10084001030799	230037
	RIVERSIDE PAPER	3015	PAPER,CONST,LTGRN,9X12	PK	$0.92	$3.67	996	10084001030157	338343
	RIVERSIDE PAPER	3043	PAPER,CONST,LTRED,12X18	PK	$1.84	$7.34	996	10084001030430	338277
	RIVERSIDE PAPER	3046	PAPER,CONST,LTYEL,12X18	PK	$1.84	$7.34	996	10084001030461	338319
	RIVERSIDE PAPER	3000	PAPER,CONST,MAGENTA,9X12	PK	$0.92	$3.67	996	10084001030003	338228
	RIVERSIDE PAPER	3032	PAPER,CONST,MGNTA,12X18	PK	$1.84	$7.34	996	10084001030324	338210
	RIVERSIDE PAPER	3034	PAPER,CONST,ORN,12X18	PK	$1.84	$7.34	996	10084001030348	338434
	RIVERSIDE PAPER	3002	PAPER,CONST,ORN,9X12	PK	$0.92	$3.67	996	10084001030027	338442
	RIVERSIDE PAPER	3066	PAPER,CONST,ORNG,18X24	PK	$3.69	$14.67	997	10084001030669	230243
	RIVERSIDE PAPER	3044	PAPER,CONST,PINK,12X18	PK	$1.84	$7.34	996	10084001030447	338293
	RIVERSIDE PAPER	3076	PAPER,CONST,PINK,18X24	PK	$3.69	$14.67	997	10084001030768	229955
	RIVERSIDE PAPER	3012	PAPER,CONST,PINK,9X12	PK	$0.92	$3.67	996	10084001030126	338301
	RIVERSIDE PAPER	3426	PAPER,CONST,PMPKN,12X18	PK	$1.84	$7.34	996	10084001034261	230201
	RIVERSIDE PAPER	3051	PAPER,CONST,PURP,12X18	PK	$1.84	$7.34	996	10084001030515	230102
	RIVERSIDE PAPER	3083	PAPER,CONST,PURP,18X24	PK	$3.69	$14.67	997	10084001030836	230110
	RIVERSIDE PAPER	3019	PAPER,CONST,PURP,9X12	PK	$0.92	$3.67	996	10084001030195	230136
	RIVERSIDE PAPER	3062	PAPER,CONST,RED,12X18	PK	$1.84	$7.34	996	10084001030621	338673
	RIVERSIDE PAPER	3094	PAPER,CONST,RED,18X24	PK	$3.69	$14.67	997	10084001030942	230565
	RIVERSIDE PAPER	3030	PAPER,CONST,RED,9X12	PK	$0.92	$3.67	996	10084001030300	338681
	RIVERSIDE PAPER	3049	PAPER,CONST,ROYBLU,12X18	PK	$1.84	$7.34	996	10084001030492	338392
	RIVERSIDE PAPER	3081	PAPER,CONST,ROYBLU,18X24	PK	$3.69	$14.67	997	10084001030812	230086
	RIVERSIDE PAPER	3017	PAPER,CONST,ROYBLU,9X12	PK	$0.92	$3.67	996	10084001030171	338400
	RIVERSIDE PAPER	3010	PAPER,CONST,SALMN,9X12	PK	$0.92	$3.67	996	10084001030102	338269
	RIVERSIDE PAPER	3040	PAPER,CONST,SCARLT,12X18	PK	$1.84	$7.34	996	10084001030409	338772
	RIVERSIDE PAPER	3045	PAPER,CONST,SHKPNK,12X15	PK	$1.84	$7.34	996	10084001003045	229971
	RIVERSIDE PAPER	3077	PAPER,CONST,SHKPNK,18X24	PK	$3.69	$14.67	997	10084001030775	229989
	RIVERSIDE PAPER	3013	PAPER,CONST,SHKPNK,9X12	PK	$0.92	$3.67	996	10084001030133	230003
	RIVERSIDE PAPER	3080	PAPER,CONST,SKYBL,18X24	PK	$3.69	$14.67	997	10084001030805	273938
	RIVERSIDE PAPER	3048	PAPER,CONST,SKYBLU,12X18	PK	$1.84	$7.34	996	10084001030485	338376
	RIVERSIDE PAPER	3016	PAPER,CONST,SKYBLUE,9X12	PK	$0.92	$3.67	996	10084001030164	338384
	RIVERSIDE PAPER	3060	PAPER,CONST,SLATE,12X18	PK	$1.84	$7.34	996	10084001030607	338632
	RIVERSIDE PAPER	3042	PAPER,CONST,SLMN,12X18	PK	$1.84	$7.34	996	10084001030423	338251
	RIVERSIDE PAPER	3052	PAPER,CONST,SPRGGR,12X18	PK	$1.84	$7.34	996	10084001030522	230169
	RIVERSIDE PAPER	3020	PAPER,CONST,SPRGRN,9X12	PK	$0.92	$3.67	996	10084001030201	230193
	RIVERSIDE PAPER	3055	PAPER,CONST,TAN,12X18	PK	$1.84	$7.34	996	10084001030553	338517
	RIVERSIDE PAPER	3087	PAPER,CONST,TAN,18X24	PK	$3.69	$14.67	997	10084001030874	230409
	RIVERSIDE PAPER	3023	PAPER,CONST,TAN,9X12	PK	$0.92	$3.67	996	10084001030232	338525
	RIVERSIDE PAPER	3039	PAPER,CONST,TURQ,12X18	PK	$1.84	$7.34	996	10084001030393	338731
	RIVERSIDE PAPER	3071	PAPER,CONST,TURQ,18X24	PK	$3.69	$14.67	997	10084001030713	230623
	RIVERSIDE PAPER	3007	PAPER,CONST,TURQ,9X12	PK	$0.92	$3.67	996	10084001030072	338749
	RIVERSIDE PAPER	3041	PAPER,CONST,VIO,12X18	PK	$1.84	$7.34	996	10084001030416	338236
	RIVERSIDE PAPER	3073	PAPER,CONST,VIOL,18X24	PK	$3.69	$14.67	997	10084001030737	229898
	RIVERSIDE PAPER	3009	PAPER,CONST,VIOLET,9X12	PK	$0.92	$3.67	996	10084001030096	338244
	RIVERSIDE PAPER	3026	PAPER,CONST,WHITE,9X12	PK	$0.92	$3.67	996	10084001030263	338608
	RIVERSIDE PAPER	3058	PAPER,CONST,WHT,12X18	PK	$1.84	$7.34	996	084001030587	338590
	RIVERSIDE PAPER	3090	PAPER,CONST,WHT,18X24	PK	$3.69	$14.67	997	10084001030904	230482
	RIVERSIDE PAPER	3057	PAPER,CONST,WMBRN,12X18	PK	$1.84	$7.34	996	10084001030577	338574

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	RIVERSIDE PAPER	3089	PAPER,CONST,WMBRN,18X24	PK	$3.69	$14.67	997	10084001030898	230466
	RIVERSIDE PAPER	3025	PAPER,CONST,WRMBRN,9X12	PK	$0.92	$3.67	996	10084001030256	338582
	RIVERSIDE PAPER	3036	PAPER,CONST,YEL,12X18	PK	$1.84	$7.34	996	10084001030362	338533
	RIVERSIDE PAPER	3068	PAPER,CONST,YEL,18X24	PK	$3.69	$14.67	997	10084001030683	230425
	RIVERSIDE PAPER	3004	PAPER,CONST,YEL,9X12	PK	$0.92	$3.67	996	10084001030041	338541
	RIVERSIDE PAPER	3037	PAPER,CONST,YELGRN,12X18	PK	$1.84	$7.34	996	10084001030379	338699
	RIVERSIDE PAPER	3069	PAPER,CONST,YLGRN,18X24	PK	$3.69	$14.67	997	10084001030690	230581
	RIVERSIDE PAPER	3967	PAPER,CONSTR,12X18,GW,LT	PK	$1.26	$5.80	998	10084001039679	273813
	RIVERSIDE PAPER	3603	PAPER,CONSTR,9X12,VIOLET	PK	$0.64	$2.90	998	10084001036036	273888
	XEROX CORP (COLOR/HITECH)	3R11050	PAPER,COPIER,20#,LTR,BLU	RM	$3.00	$9.05	33	095205300505	345637
	XEROX CORP (COLOR/HITECH)	3R11055	PAPER,COPY,8.5X11,GRD,5M/	RM	$3.00	$9.05	33	095205300550	345686
	XEROX CORP (COLOR/HITECH)	3R11051	PAPER,COPY,8.5X11,GRN,5M/	RM	$3.00	$9.05	33	095205300512	345645
	XEROX CORP (COLOR/HITECH)	3R11052	PAPER,COPY,8.5X11,PNK,5M/	RM	$3.00	$9.05	33	095205300529	345652
	XEROX CORP (COLOR/HITECH)	3R11053	PAPER,COPY,8.5X11,YEL,5M/	RM	$3.00	$9.05	33	10095205300533	345660
	DIVERSAFILE EVERETT LLC	C3182	PAPER,DRAWING,12X18,WHITE	RM	$11.77	$39.99	1007	093842100335	172726
	DIVERSAFILE EVERETT LLC	C3174	PAPER,DRAWING,12X18,WHITE	RM	$9.22	$31.49	1007	093842100274	172692
	DIVERSAFILE EVERETT LLC	C3175	PAPER,DRAWING,18X24,WHITE	RM	$18.44	$59.99	1007	093842100298	172700
	DIVERSAFILE EVERETT LLC	C3183	PAPER,DRAWING,18X24,WHITE	RM	$23.53	$77.49	1007	093842100359	172734
	DIVERSAFILE EVERETT LLC	EVP46-135	PAPER,DRAWING,50#,12X18,W	RM	$8.48	$27.49	1007	093842461351	313830
	DIVERSAFILE EVERETT LLC	EVP46-137	PAPER,DRAWING,50#,18X24,W	RM	$16.96	$55.49	1007	093842461375	313819
	DIVERSAFILE EVERETT LLC	EVP46-133	PAPER,DRAWING,50#,9X12,RM	RM	$4.24	$13.99	1007	093842461337	313852
	DIVERSAFILE EVERETT LLC	EVP44-123	PAPER,ESSAY,8X10-1/2,WR,R	EA	$2.60	$9.29	1015	093842441230	323752
	PACON CORPORATION	57307	PAPER,FADELESS,24}X60',BL	RL	$4.77	$12.35	1003	50029444573074	290153
	PACON CORPORATION	57177	PAPER,FADELESS,24}X60',BR	RL	$4.77	$12.35	1003	50029444571773	289860
	PACON CORPORATION	57087	PAPER,FADELESS,24X60',CAN	RL	$4.77	$12.35	1003	50029444570875	289156
	PACON CORPORATION	57147	PAPER,FADELESS,24X60',EME	RL	$4.77	$12.35	1003	50029444571476	289575
	PACON CORPORATION	57037	PAPER,FADELESS,24X60',FLA	RL	$4.77	$12.35	1003	50029444570370	289101
	PACON CORPORATION	57107	PAPER,FADELESS,24X60',ORA	RL	$4.77	$12.35	1003	50029444571070	289254
	PACON CORPORATION	57337	PAPER,FADELESS,24X60',VIO	RL	$4.77	$12.35	1003	50029444573371	290297
	PACON CORPORATION	57085	PAPER,FADELESS,48X50,CANA	RL	$7.16	$17.75	1003	50029444570851	289129
	PACON CORPORATION	57175	PAPER,FADELESS,BRITEBLUE,	RL	$7.16	$17.75	1003	50029444571759	347931
	PACON CORPORATION	57025	PAPER,FADELESS,BROWN,48X5	RL	$7.16	$17.75	1003	50029444570257	347940
	PACON CORPORATION	57035	PAPER,FADELESS,FLAME,48X5	RL	$7.16	$17.75	1003	029444570351	347904
	PACON CORPORATION	57015	PAPER,FADELESS,WHITE,48X5	RL	$7.16	$17.75	1003	50029444570158	347913
	DIVERSAFILE EVERETT LLC	43-127-OD	PAPER,FILLER 3-HOLE 16# 8	RM	$2.60	$9.29	1015	093842431279	337998
	DIVERSAFILE EVERETT LLC	EVP43-118	PAPER,FILLER,8X10-1/2,WR,	EA	$2.60	$9.29	1015	093842431187	323708
	DIVERSAFILE EVERETT LLC	16-COL	PAPER,FILLER,RLD,16 SUB,R	RM	$2.60	$9.29	1015	093842101127	253050
	DIVERSAFILE EVERETT LLC	40-102-OD	PAPER,FINGER PAINT 16X22	PK	$3.92	$12.49	1007	093842102469	952408
x	NORCOM INC	43156-24	PAPER,FLR,10.5X8,CR,150CT	PK	$0.63	$3.05	168	043100151111	589510
x	MEADWESTVACO	15103-15065	PAPER,FLR,10.5X8,WR,150CT	PK	$0.61	$3.05	168	043100150657	589483
x	NORCOM INC	43158-24	PAPER,FLR,11X8.5,CR,150CT	PK	$0.65	$3.05	168	026229431586	956112
x	MEADWESTVACO	17096	PAPER,FLR,11X8.5,CR.100CT	PK	$0.64	$3.96	168	043100170969	932749
	PACON CORPORATION	66030	PAPER,KRAFT,36}X1000',NAT	RL	$23.39	$67.45	1002	50029444660309	341982
	PACON CORPORATION	66040	PAPER,KRAFT,36X1000,ROLL,	EA	$23.28	$93.80	1002	029444660403	903508
	DIVERSAFILE EVERETT LLC	44-174-OD	PAPER,LETTRHEAD 3/8}RLD 8	RM	$2.60	$9.29	1015	093842441742	338020
	DIVERSAFILE EVERETT LLC	46-713-OD	PAPER,MANILA 1/2}QUAD RLD	RM	$4.56	$14.99	1007	093842102506	952507
	DIVERSAFILE EVERETT LLC	46-712-OD	PAPER,MANILA 1/4IN QUAD R	RM	$4.56	$14.99	1007	093842102483	952499
	DIVERSAFILE EVERETT LLC	46-717-OD	PAPER,MANILA,1IN,QUAD RUL	RM	$4.56	$14.99	1007	093842102520	952515
	DIVERSAFILE EVERETT LLC	3-A	PAPER,NEWS,RULED,12X9,1IN	RM	$3.13	$10.49	1014	093842102445	748996
	DIVERSAFILE EVERETT LLC	1-C	PAPER,NEWS,RULED,18X12,7I	RM	$6.31	$19.49	1014	093842102322	746685
	DIVERSAFILE EVERETT LLC	4-8-A	PAPER,NEWS,RULED,9X12,1-1	RM	$3.13	$10.49	1014	093842102346	746800
	DIVERSAFILE EVERETT LLC	4-SD	PAPER,NEWS,RULED,9X12,NO	RM	$3.13	$10.49	1014	093842102360	747444
	DIVERSAFILE EVERETT LLC	48-591-OD	PAPER,NEWSPRINT,PLAIN,8.5	RM	$2.17	$6.99	1007	093842485913	341669
	DIVERSAFILE EVERETT LLC	2872	PAPER,NEWSPRINT,RULED,18X	RM	$5.99	$19.49	1014	093842100496	172825
	DIVERSAFILE EVERETT LLC	48-515-OD	PAPER,RULED NEWS, 3/8}	RM	$1.96	$6.79	1013	093842485159	172940

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	PACON CORPORATION	73490	PAPER,SENTC STRPS,KALEIDS	PK	$1.92	$4.35	1031	50029444734901	196363
	DIVERSAFILE EVERETT LLC	44-131-OD	PAPER,THEME MARGINL RLD 8	RM	$2.60	$9.29	1015	093842441315	338004
	PACON CORPORATION	58432	PAPER,TISSUE,20}X30 DK BR	QR	$0.90	$2.29	1001	029444584327	340141
	PACON CORPORATION	58112	PAPER,TISSUE,20}X30} APPL	QR	$0.90	$2.29	1001	029444581128	339911
	PACON CORPORATION	58142	PAPER,TISSUE,20}X30} BLAC	QR	$0.90	$2.29	1001	029444581425	339945
	PACON CORPORATION	58232	PAPER,TISSUE,20}X30} BROW	QR	$0.90	$2.29	1001	029444582323	339986
	PACON CORPORATION	58302	PAPER,TISSUE,20}X30} CERI	QR	$0.90	$2.29	1001	029444583023	340042
	PACON CORPORATION	58012	PAPER,TISSUE,20}X30} GOLD	QR	$0.90	$2.29	1001	029444580121	339531
	PACON CORPORATION	58242	PAPER,TISSUE,20}X30} GRAY	QR	$0.90	$2.29	1001	029444582422	339994
	PACON CORPORATION	58462	PAPER,TISSUE,20}X30} NAVY	QR	$0.90	$2.29	1001	029444584624	340158
	PACON CORPORATION	58162	PAPER,TISSUE,20}X30} ORAN	QR	$0.90	$2.29	1001	029444581623	339952
	PACON CORPORATION	58072	PAPER,TISSUE,20}X30} PURP	QR	$0.90	$2.29	1001	029444580725	339580
	PACON CORPORATION	58032	PAPER,TISSUE,20}X30} SCAR	QR	$0.90	$2.29	1001	029444580329	339556
	PACON CORPORATION	58472	PAPER,TISSUE,20}X30} TEAL	QR	$0.90	$2.29		29444584723	340166
	PACON CORPORATION	58202	PAPER,TISSUE,20}X30} TURQ	QR	$0.90	$2.29	1001	029444582026	339960
	PACON CORPORATION	58372	PAPER,TISSUE,20}X30} YELL	QR	$0.90	$2.29	1001	029444583726	340117
	PACON CORPORATION	58402	PAPER,TISSUE,20}X30},DK B	QR	$0.90	$2.29		29444584020	340125
	PACON CORPORATION	58282	PAPER,TISSUE,20}X30},DK P	QR	$0.90	$2.29	1001	029444582828	340026
	PACON CORPORATION	58272	PAPER,TISSUE,20}X30},DUST	QR	$0.90	$2.29		29444582729	340018
	PACON CORPORATION	58322	PAPER,TISSUE,20}X30},LT B	QR	$0.90	$2.29	1001	029444583221	340067
	PACON CORPORATION	58352	PAPER,TISSUE,20}X30},PEAC	QR	$0.90	$2.29	1001	029444583528	340091
	PACON CORPORATION	58516	PAPER,TISSUE,20X30,100SHT,ASTD	QR	$4.06	$9.80	1000	000029444585164	289361
	PACON CORPORATION	58506	PAPER,TISSUE,20X30,20SHT,ASTD	QR	$1.11	$2.40	1000	000029444585065	192252
	PACON CORPORATION	58292	PAPER,TISSUE,20X30} LAVEN	QR	$0.90	$2.29	1001	029444582927	340034
	PACON CORPORATION	58122	PAPER,TISSUE,20X30},HOLLY	QR	$0.90	$2.29	1001	029444581227	339929
	PACON CORPORATION	58042	PAPER,TISSUE,20X30},LT PI	QR	$0.90	$2.29	1001	029444580428	231662
	PACON CORPORATION	59021	PAPER,TISSUE,CANARY,20}X3	QR	$1.05	$3.10	1000	029444590212	273540
	PACON CORPORATION	59051	PAPER,TISSUE,DK PINK,20}X	QR	$1.05	$3.10	1000	029444590519	338905
	PACON CORPORATION	59221	PAPER,TISSUE,LEAF GRN,20}	QR	$1.05	$3.50		29444592216	339051
	PACON CORPORATION	59061	PAPER,TISSUE,MAGENTA,20}X	QR	$1.05	$3.10	1000	029444590618	338913
	PACON CORPORATION	59401	PAPER,TISSUE,NATL BLU,20}	QR	$1.05	$3.10	1000	029444594012	339259
	PACON CORPORATION	59181	PAPER,TISSUE,NTL RED,20}X	QR	$1.05	$3.10	1000	029444591813	339010
	PACON CORPORATION	59081	PAPER,TISSUE,PANSY,20}X30	QR	$1.05	$3.10	1000	029444590816	338939
	PACON CORPORATION	59031	PAPER,TISSUE,SCARLET,20}X	QR	$1.05	$3.10	1000	029444590311	338889
	PACON CORPORATION	59231	PAPER,TISSUE,SEAL BR,20}X	QR	$1.05	$3.10	1000	029444592315	339069
	PACON CORPORATION	59391	PAPER,TISSUE,SKY BL,20}X3	QR	$1.05	$3.10	1000	029444593916	339226
	PACON CORPORATION	59161	PAPER,TISSUE,SPC,ORANGE 2	QR	$1.05	$3.10	1000	029444591615	338996
	PACON CORPORATION	59001	PAPER,TISSUE,WHITE,20X30	QR	$0.52	$2.29	1000	029444590014	273532
	DIVERSAFILE EVERETT LLC	44-152-OD	PAPER-FILLER,1/4},QUAD,RU	RM	$2.92	$10.29	1015	093842441520	338012
	DIVERSAFILE EVERETT LLC	6CWM	PAPER-FILLER,WNR,WIDE,20S	RM	$4.08	$13.29	1015	093842101486	260355
	RIVERSIDE PAPER	3478	PAPR,CONST,18X24,AST	PK	$2.51	$11.60	999	10084001034780	274258
	ELMER'S PRODUCTS, INC.	222-BD	PASTE,ROSS,PINT,WHITE	EA	$0.72	$2.49		72161002223	285056
	ELMER'S PRODUCTS, INC.	223-BD	PASTE,ROSS,QUART,WHITE	EA	$1.08	$3.89		72161002230	285106
	BIC CORPORATION	AF11-BLK EA	PEN,ACCT,POCKET CLIP,BLAC	EA	$0.43	$0.97			925115
	SANFORD CORPORATION (NEWELL)	33711	PEN,BALL PT,FINE,STICK	BX	$0.57	$3.68	327	041540337119	181628
	SANFORD CORPORATION (NEWELL)	33611	PEN,BALL PT,FINE,STICK,BL	BX	$0.57	$3.68	327	041540336112	181610
	SANFORD CORPORATION (NEWELL)	33811	PEN,BALL PT,FINE,STICK,BL	BX	$0.57	$3.68	327	041540338116	181636
	SANFORD CORPORATION (NEWELL)	33211	PEN,BALL PT,MEDIUM,STICK,	BX	$0.57	$3.68	327	041540332114	181586
	SANFORD CORPORATION (NEWELL)	33111	PEN,BALL PT,MEDIUM,STICK,	BX	$0.57	$3.68	327	041540331117	181578
	STAEDTLER, INC.	OD809103EA	PEN,BLPT,RUBBER,STICK,MED	EA	$0.16	$0.99			809103
	SANFORD CORPORATION (NEWELL)	84301	PEN,FLAIR,PNTGRD,BLK,12PK	DZ	$8.20	$19.44	338	50041540903524	182741
	SANFORD CORPORATION (NEWELL)	84501EA	PEN,FLAIR,W/POINTGUARD,PU	EA	$0.69	$1.59	338		925909
	SANFORD CORPORATION (NEWELL)	21003EA	PEN,LIQUID EXPRESSO,MEDIU	EA	$0.88	$2.00			406011
	SANFORD CORPORATION (NEWELL)	31001EA	PEN,LIQUID,EXPRESSO,BLACK	EA	$0.88	$2.00			182902
	SANFORD CORPORATION (NEWELL)	21001EA	PEN,MEDIUM,LIQUID EXPRESS	EA	$0.88	$2.00			406851

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	SANFORD CORPORATION (NEWELL)	21002EA	PEN,MEDIUM,LIQUID EXPRESS	EA	$0.88	$2.00			406781
	SANFORD CORPORATION (NEWELL)	21005EA	PEN,MEDIUM,LIQUID EXPRESS	EA	$0.88	$2.00			406761
	SANFORD CORPORATION (NEWELL)	84401EA	PEN,POINT GUARD,FLAIR,GRE	EA	$0.68	$1.59			925891
	SANFORD CORPORATION (NEWELL)	16001EA	PEN,PROJ,VIS-A-VIS,FINE,B	EA	$0.54	$1.35	355		928259
	BIC CORPORATION	GSF11RED	PEN,STICK,FINE,BIC,12PK,R	DZ	$0.94	$3.71	326	070330203280	811844
	SANFORD CORPORATION (NEWELL)	65870EA	PEN,UNIBALL,GEL IMPACT RT	EA	$1.42	$3.24			488401
	SANFORD CORPORATION (NEWELL)	65871EA	PEN,UNIBALL,GEL IMPACT RT	EA	$1.42	$3.24			488461
	SANFORD CORPORATION (NEWELL)	65872EA	PEN,UNIBALL,GEL IMPACT RT	EA	$1.43	$3.24			488531
	SANFORD CORPORATION (NEWELL)	60706EA	PEN,UNI-BALL,GRIP MICRO,R	EA	$0.88	$1.99			328961
	SANFORD CORPORATION (NEWELL)	60026EA	PEN,UNIBALL,MICRO,DELUXE,	EA	$1.07	$2.85			924159
	SANFORD CORPORATION (NEWELL)	60042EA	PEN,UNIBALL,MICRO,ONYX,RE	EA	$0.28	$1.09			350140
	SANFORD CORPORATION (NEWELL)	60040EA	PEN,UNIBLL,MICRO,ONYX,BLK	EA	$0.28	$1.09			681957
	SANFORD CORPORATION (NEWELL)	60041EA	PEN,UNIBLL,MICRO,ONYX,BLU	EA	$0.28	$1.09			681965
	ZEBRA PEN CORP.	47830EA	PEN,ZEB-ROLLER 2000,0.7MM	EA	$0.97	$2.29			192811
x	SANFORD CORPORATION (NEWELL)	12102	PENCIL,#2,OD,72/BX	BX	$1.40	$12.12	370	50070530096144	733601
	DIXON TICONDEROGA COMPANY	13304	PENCIL,11/32IN DIA,ERASER	DZ	$1.92	$5.00	1021	10072067133042	340281
	DIXON TICONDEROGA COMPANY	13040	PENCIL,11/32IN DIA,UNTIPP	DZ	$1.56	$4.59	1021	072067130402	340273
	SANFORD CORPORATION (NEWELL)	20516	PENCIL,12-COLOR,SET,COL-E	ST	$3.00	$7.42	373	50070530205164	306761
	DIXON TICONDEROGA COMPANY	13080	PENCIL,13/32IN DIA,UNTIPP	DZ	$2.00	$5.05	1021	072067130808	340299
	DIXON TICONDEROGA COMPANY	13308	PENCIL,13/32IN DIA,W/ERAS	DZ	$2.20	$5.40	1021	10072067133080	340307
	SANFORD CORPORATION (NEWELL)	24048	PENCIL,AMER,CHECKING,RED	DZ	$1.17	$5.30	984	20070530240485	688333
	SANFORD CORPORATION (NEWELL)	24047	PENCIL,AMER,CHECKNG,BLUE	DZ	$1.17	$5.30	984	20070530240478	688358
	DIXON TICONDEROGA COMPANY	1475602	PENCIL,CLASSMATE,#2	DZ	$0.67	$2.79			339861
	DIXON TICONDEROGA CO	81545	PENCIL,COLORED,3.3MM,SCHOLASTI	PK	$2.24	$4.90			281888
	BINNEY & SMITH (BSD)	684012E	PENCIL,COLORED,CRAYOLA,12	ST	$1.10	$2.98	373	071662140120	504928
	BINNEY & SMITH (BSD)	684410	PENCIL,COLORED,EASABLE,10PK	ST	$2.05	$4.42	983		402157
	BINNEY & SMITH (BSD)	68-8024	PENCIL,CRAYOLA,CLSPK,CLR	CT	$23.75	$51.43	983	071662080242	353674
	DIXON TICONDEROGA COMPANY	14022GR	PENCIL,EXEC.#2,144CT	GS	$11.58	$27.40			266723
	SANFORD CORPORATION (NEWELL)	1494	PENCIL,GOLF,3.5,YEL,GROSS	PK	$2.50	$14.40	370	50070530142643	306779
	DIXON TICONDEROGA COMPANY	12872	PENCIL,LEAD,}ORIOLE},SOFT	DZ	$0.67	$2.88		72067128720	325027
	DIXON TICONDEROGA COMPANY	13885	PENCIL,LEAD,TICONDEROGA,M	DZ	$1.19	$3.80	1021	75200208111742	811174
	DIXON TICONDEROGA COMPANY	13882	PENCIL,LEAD,TICONDEROGA,S	DZ	$1.00	$3.80	1021	072067138620	811158
	SANFORD CORPORATION (NEWELL)	2097	PENCIL,LEAD,W/ERASER,}MIR	DZ	$0.72	$3.80	370	070735020970	116939
	SANFORD CORPORATION (NEWELL)	83019	PENCIL,PILLOWS,5PACK	P5	$0.64	$0.99		70530830194	504878
	BINNEY & SMITH (BSD)	68-4302	PENCIL,WATERCOLOR,12/SET	ST	$1.92	$4.16	983	071662006273	289504
	DIXON TICONDEROGA CO	82408	PENCILS,COLORED,3.3MM,288	CA	$28.09	$66.95		72067824080	275168
	DIXON TICONDEROGA CO	81544	PENCILS,COLORED,SCHOLASTIC,12P	PK	$1.21	$2.98			281744
	DICK MARTIN SPORTS	P1-BLUE	PINNIE-BLUE	EA	$1.17	$2.20		720029404626	275368
	DICK MARTIN SPORTS	P1-GREEN	PINNIE-GREEN	EA	$1.17	$2.20		720029404640	275408
	DICK MARTIN SPORTS	P1-RED	PINNIE-RED	EA	$1.17	$2.20		720029404671	275384
	DICK MARTIN SPORTS	P1-GOLD	PINNIES-GOLD	EA	$1.17	$2.20		720029404633	275272
	THE CHENILLE KRAFT COMPANY	BPC248AST	PIPE-CLEANER 6} ASSORTED	PK	$0.42	$1.20		21196002487	270785
	THE CHENILLE KRAFT COMPANY	BPC248WE	PIPE-CLEANER 6} WHITE	PK	$0.42	$1.20			270793
	PACON CORPORATION	1435009	PIPE-CLEANER,12IN,6MM,100	PK	$0.87	$1.79	995	048492435009	261201
	ESSELTE CORP (PENDAFLEX)	57771	PORTFOLIO,PCKT,W/FST,10PK	PK	$2.23	$11.40	164	078787577718	433573
	RIVERSIDE PAPER	4232	POSTER, 4PLY, 22X28, BROWN	EA	$0.25	$0.99	1004	084001042320	554736
	RIVERSIDE PAPER	4062	POSTER, 4PLY, 22X28, BUFF	EA	$0.25	$0.99	1004	084001040623	554792
	RIVERSIDE PAPER	4061	POSTER, 4PLY, 22X28, CANARY	EA	$0.25	$0.99	1004	084001040616	554768
	RIVERSIDE PAPER	4058	POSTER, 4PLY, 22X28, CARDINAL	EA	$0.25	$0.99	1004	084001040586	554848
	RIVERSIDE PAPER	4063	POSTER, 4PLY, 22X28, CORAL	EA	$0.25	$0.99	1004	084001040630	554864
	RIVERSIDE PAPER	4066	POSTER, 4PLY, 22X28, GRAY	EA	$0.25	$0.99	1004	084001040661	554872
	RIVERSIDE PAPER	4233	POSTERBOARD,22X28,4PLY,BLACK	EA	$0.25	$0.99	1004	084001042337	527456
	RIVERSIDE PAPER	4228	POSTERBOARD,22X28,4PLY,EMERALD GREEN	EA	$0.25	$0.99	1004	084001042283	527272
	RIVERSIDE PAPER	4060	POSTERBOARD,22X28,4PLY,KELLY GREEN	EA	$0.25	$0.99	1004	084001040609	528064
	RIVERSIDE PAPER	4227	POSTERBOARD,22X28,4PLY,LEMON YELLOW	EA	$0.25	$0.99	1004	084001042276	527928

CLASSROOM SUPPLIES
CORE LIST

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	RIVERSIDE PAPER	4064	POSTERBOARD,22X28,4PLY,MAGENTA	EA	$0.25	$0.99	1004	084001040647	527848
	RIVERSIDE PAPER	4229	POSTERBOARD,22X28,4PLY,ORANGE	EA	$0.25	$0.99	1004	084001042290	527904
	RIVERSIDE PAPER	4226	POSTERBOARD,22X28,4PLY,RED	EA	$0.25	$0.99	1004	084001042269	527872
	RIVERSIDE PAPER	4230	POSTERBOARD,22X28,4PLY,ROYAL BLUE	EA	$0.25	$0.99	1004	084001042306	527784
	RIVERSIDE PAPER	4159	POSTERBOARD,22X28,4PLY,WHITE	EA	$0.23	$0.95	1004	084001041590	528096
	RIVERSIDE PAPER	4276	POSTERBOARD,ASSORTED,22X2	CA	$31.96	$120.16		84001042764	355388
	RIVERSIDE PAPER	3014	PPR,CON,LT YEL,9X12	PK	$0.92	$3.67		84001030143	338327
	RIVERSIDE PAPER	3424	PPR,CON,PUMPKIN,9X12	PK	$0.92	$3.67		84001034240	230235
	RIVERSIDE PAPER	3033	PPR,CON,REDORN,12X18	PK	$0.92	$3.67		84001030334	338350
	RIVERSIDE PAPER	3008	PPR,CON,SCARLET,9X12	PK	$0.92	$3.67		84001030082	338780
	RIVERSIDE PAPER	3003	PPR,CON,YEL ORN,9X12	PK	$0.92	$3.67		84001030037	338509
	RIVERSIDE PAPER	3035	PPR,CON,YELORN,12X18	PK	$1.84	$7.34		84001030358	338491
	RIVERSIDE PAPER	3088	PPR,CONS,DKBRN,18X24	PK	$3.69	$14.67		84001030884	230441
	RIVERSIDE PAPER	3011	PPR,CONS,LT RED,9X12	PK	$0.92	$3.67		84001030112	338285
	RIVERSIDE PAPER	3072	PPR,CONS,SCRLT,18X24	PK	$3.69	$14.67		84001030723	230664
	RIVERSIDE PAPER	2997	PPR,CONST,GOLD,9X12	PK	$0.92	$3.67		84001029970	230391
	RIVERSIDE PAPER	3028	PPR,CONST,SLATE,9X12	PK	$0.92	$3.67		84001030280	338640
	AVERY DENNISON	5ST811	PROTECTOR,SHT,LTR,HVY WT,	BX	$2.75	$8.67		77711733412	997445
	A & W PRODUCTS CO., INC.	33027	PROTRACTOR,4IN,METAL,12/P	PK	$1.40	$3.19		79184330272	290466
	ESSELTE CORP (PENDAFLEX)	AMB57513	PRTFLIO,2PKT,AST	BX	$3.44	$16.99		78787575134	697417
	DICK MARTIN SPORTS	HP1	PUMP,HAND,PLAS,10IN NEEDLE INC	EA	$1.60	$3.20	1047	720029081612	101624
	ACCO USA INC	74300	PUNCH,1-4.HOLE,9/32},ADJ,	EA	$27.46	$64.94	247	60050505743003	808923
	ACCO USA INC	74114	PUNCH,PAPER,3-HOLE,MODEL1	EA	$3.48	$13.40	249	728356013016	590551
	BUNZL DISTRIBUTION	11906428	REFILL,HND SOAP,LIQ,2/1,6	EA	$7.95	$12.99	472	074182264284	564741
	DIXON TICONDEROGA COMPANY	807	REFILL,PAINT,WATERCOLOR,B	DZ	$2.66	$5.75			341412
	DIXON TICONDEROGA COMPANY	8008	REFILL,WATERCOLOR,HALF-PA	DZ	$2.40	$5.35		72067080080	340513
	DIXON TICONDEROGA COMPANY	50007	REFILL,WATERCOLOR,PAN,WHL	DZ	$3.23	$7.25			340612
	DIXON TICONDEROGA COMPANY	50008	REFILL,WTRCLR,WHOLE PAN,B	DZ	$3.23	$7.25			340679
	DIXON TICONDEROGA COMPANY	50005	REFILL,WTRCLR,WHOLE PAN,B	DZ	$3.23	$7.25		72067500052	341453
	DIXON TICONDEROGA COMPANY	50004	REFILL,WTRCLR,WHOLE PAN,G	DZ	$3.23	$7.25			341461
	DIXON TICONDEROGA COMPANY	50002	REFILL,WTRCLR,WHOLE PAN,O	DZ	$3.23	$7.25		72067500021	341446
	DIXON TICONDEROGA COMPANY	50001	REFILL,WTRCLR,WHOLE PAN,R	DZ	$3.23	$7.25			340570
	DIXON TICONDEROGA COMPANY	50006	REFILL,WTRCLR,WHOLE PAN,V	DZ	$3.23	$7.25			340638
	DIXON TICONDEROGA COMPANY	50009	REFILL,WTRCLR,WHOLE PAN,W	DZ	$3.23	$7.25			340646
	DIXON TICONDEROGA COMPANY	50003	REFILL,WTRCLR,WHOLE PAN,Y	DZ	$3.23	$7.25		72067500038	340687
	DIVERSAFILE EVERETT LLC	7530-286-9060-7	ROLL,ADD,2.75IN	RL	$0.40	$0.94			121906
	DICK MARTIN SPORTS	LJR86	ROPE,JUMP,LEATHER,8 1/2 FT	EA	$5.04	$9.50		720029404169	216328
	DICK MARTIN SPORTS	LJR95	ROPE,JUMP,LEATHER,9 1/2 FT	EA	$5.30	$10.00		720029404176	216336
	DICK MARTIN SPORTS	JR16	ROPE,JUMP,NYLON,16 FOOT	EA	$1.65	$3.25	1047	720029271860	101713
	DICK MARTIN SPORTS	JR8	ROPE,JUMP,NYLON,8 FOOT	EA	$0.95	$1.70	1047	720029271884	101795
	DICK MARTIN SPORTS	JR10	ROPE,JUMP,PLASTIC,10FT	EA	$1.17	$2.40		720029403872	216320
	DICK MARTIN SPORTS	JR7	ROPE,JUMP,PLASTIC,7FT	EA	$0.85	$1.60		720029403902	216224
	DICK MARTIN SPORTS	JR9	ROPE,JUMP,PLASTIC,9FT	EA	$1.06	$2.00		720029403926	216264
	DICK MARTIN SPORTS	SPR10	ROPE,SPEED,10FT	EA	$1.17	$2.40		720029408150	275448
	DICK MARTIN SPORTS	SPR16	ROPE,SPEED,16 FT	EA	$1.59	$3.00		720029408167	275464
	DICK MARTIN SPORTS	SPR8	ROPE,SPEED,8FT	EA	$0.95	$1.80		720029408181	275208
	DICK MARTIN SPORTS	SPR9	ROPE,SPEED,9FT,YELLOW	EA	$1.06	$2.00		720029408198	275424
	DICK MARTIN SPORTS	SPR7	ROPES,SPEED,7 FT	EA	$0.85	$1.60		720029408174	216360
	ELMER'S PRODUCTS, INC.	62	RUBBER CEMENT THINNER PNT	PT	$1.86	$4.29		72161000625	132423
	ALLIANCE RUBBER COMPANY	20189	RUBBERBAND,#18,1/4 LB	BX	$0.63	$1.80	256	071815201890	909754
	ALLIANCE RUBBER COMPANY	21405	RUBBERBAND,PCG,#117B,7},1	BX	$2.15	$6.49	256	071815214050	909713
	ACME UNITED CORPORAT	10431	RULER,1 METER,WOOD,PLAIN	EA	$1.11	$3.90		73577104310	279904
	FISKARS INC (BSD/CONTRACT)	8772	RULER,12 ,INCH/METRIC,PLS	EA	$0.10	$0.72	1043	078484087725	313676
	ACME UNITED CORPORAT	R206-12	RULER,12",METRIC,WOOD,MTL	EA	$0.37	$0.99		73577103757	205583
	ACME UNITED CORPORAT	10377	RULER,METRIC,12",&16THS	EA	$0.35	$0.84		73577103771	280080

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	ACME UNITED CORPORAT	10359	RULER,SCHOOL,12"	EA	$0.14	$0.54		73577103597	279856
	ACME UNITED CORPORAT	10361	RULER,SCHOOL,12",1"SCL	EA	$0.15	$0.54		73577103610	279920
	ACME UNITED CORPORAT	10365	RULER,SCHOOL,12",1/4"SCAL	EA	$0.15	$0.54		73577103658	279936
	ACME UNITED CORPORAT	10367	RULER,SCHOOL,12",1/8"SCAL	EA	$0.15	$0.54		73577103672	280000
x	NINGBO TAIDA METAL PRODUCTS CO	33843	RULER,W/BNDR HOLES,12 ,PL	EA	$0.02	$0.79	250	735854059026	720461
	ACME UNITED CORPORAT	10425	RULER,YARDSTICK,WOOD,BRAS	EA	$1.01	$4.20	250	073577102255	104042
	BINNEY & SMITH (BSD)	69-3018	SCISSOR,BLUNT TIP,5IN,AST	EA	$1.06	$2.95		71662030186	299868
	BINNEY & SMITH (BSD)	69-3019	SCISSOR,POINTED,5IN,ASTD	EA	$0.82	$2.95		71662030193	299877
x	WIKO CUTLERY LIMITED	2987	SCISSORS,5 ,POINT TIP,AST	OP	$1.22	$3.99	253	735854029876	719491
	ACME UNITED CORPORATION	10204	SCISSORS,5},PNTD,SCH,QLTY	PR	$0.51	$2.15	1040	073577102040	250811
	BINNEY & SMITH (BSD)	69-3003	SCISSORS,5IN,PLASTIC,RT/L	PR	$0.87	$2.40		71662130039	250969
	FISKARS INC (BSD/CONTRACT)	9416-9697	SCISSORS,KIDS,BLUNT TIP,5	PR	$1.27	$3.35	253	078484094167	539262
	FISKARS INC (BSD/CONTRACT)	94309696	SCISSORS,POINT TIP,KIDS,5	PR	$1.27	$3.35	253	078484094303	502369
	FISKARS INC (BSD/CONTRACT)	9458-7097	SCISSORS,STUDENT,LH/RH,7}	PR	$2.63	$7.10	253	078484094587	502351
x	TOPS BUSINESS FORMS	99477	SCRATCH PAD 5X8 100CT 12	DZ	$5.62	$23.60	62	025932994777	524447
	AVERY DENNISON	5868	SEALS,2} DIA,GOLD,42/PK	PK	$1.75	$4.17	206	30072782058686	947671
	PACON CORPORATION	7346-0	SENTENCE STRIP,3X24IN,MAN	PK	$1.43	$3.50			196292
	DIVERSAFILE EVERETT LLC	47-763-OD	SENTENCE STRIPS,3INX24IN	PK	$1.38	$4.99	1031	093842477635	293852
	HUNT CORPORATION	1001	SHARPENER,PENCIL,BOSTON,R	EA	$13.33	$38.00	1023	60079946010017	908988
	SANFORD CORPORATION (NEWELL)	51133	SHARPENER,PENCIL,DEXTER 1	EA	$16.41	$36.89	371	30070735511332	908962
	HUNT CORPORATION	1670	SHARPNR,PENCIL,SCHOOL PRO	EA	$17.58	$55.95	372	079946016703	595671
	BUNZL DISTRIBUTION	1900	SOAP,LIQUID,GALLON,SOFTSO	GA	$8.26	$16.48	472	074182266509	593095
	DICK MARTIN SPORTS	SR5	SOCCERBALL,RUBBER,OFFICIAL SZ	EA	$3.26	$7.00	1047	720029190055	101740
	DICK MARTIN SPORTS	SR3	SOCCERBALL,RUBBER,SIZE 3	EA	$2.94	$6.60	1047	720029190031	101722
	BUNZL DISTRIBUTION	1901	SOFTSOAP,ANTIBACTERIAL,GA	GA	$11.77	$20.35	472	10035110019014	327677
	THE DIAL CORPORATION	13100	STA FLO LIQUID STARCH 32O	EA	$1.36	$2.89		24200060107	952085
	THE DIAL CORPORATION	13101	STA FLO LIQUID STARCH 64O	EA	$2.63	$5.56		24200060206	952093
	ACCO USA INC	35108	STAPLE,1/4 ,SF1,15-25SHT	BX	$0.26	$2.69	245	752001045206	320960
	ACCO USA INC	44401	STAPLER,DESK,STD,FULL,BLA	EA	$4.76	$26.62	243	074711444019	908194
	GBC COMMERCIAL & CONSUMER GRP.	213HD	STAPLER,HEAVY DUTY,DELUXE	EA	$47.25	$73.49			107078
	GBC COMMERCIAL & CONSUMER GRP.	121-M	STAPLES,HEAVY DUTY,1/2IN	BX	$1.06	$3.60			107086
	PAPER MAGIC GROUP INC.	EU82512	STARS,GUMMED,#2,1/2,BLUE	PK	$0.35	$0.95		73168825129	173666
	PAPER MAGIC GROUP INC.	EU82572	STARS,GUMMED,#2,1/2},SILV	PK	$0.35	$0.95		73168825723	173765
	PAPER MAGIC GROUP INC.	EU82522	STARS,GUMMED,#2,1/2IN,GOL	PK	$0.35	$0.95		73168825228	173682
	PAPER MAGIC GROUP INC.	EU82562	STARS,GUMMED,#2,1/2IN,RED	PK	$0.35	$0.95		73168825624	173740
	PAPER MAGIC GROUP INC.	EU82402	STICKERS,PRESTO,ST,1/2,AS	PK	$0.71	$1.79	1010	073168824023	173575
	PAPER MAGIC GROUP INC.	EU82412	STICKERS,PRESTO,ST,1/2,BL	PK	$0.71	$1.79	1010	073168824122	173583
	PAPER MAGIC GROUP INC.	EU82422	STICKERS,PRESTO,ST,1/2,GL	PK	$0.71	$1.79	1010	073168824221	173591
	PAPER MAGIC GROUP INC.	EU82442	STICKERS,PRESTO,ST,1/2,GR	PK	$0.71	$1.79	1010	073168824429	173617
	PAPER MAGIC GROUP INC.	EU82462	STICKERS,PRESTO,ST,1/2,RE	PK	$0.71	$1.79	1010	073168824627	173625
	PAPER MAGIC GROUP INC.	EU82472	STICKERS,PRESTO,ST,1/2,SL	PK	$0.71	$1.79	1010	073168824726	173641
	PAPER MAGIC GROUP INC.	EU82424	STICKERS,PRESTO,ST,3/4,GL	PK	$0.71	$1.75	1010	073168824245	173609
	PAPER MAGIC GROUP INC.	EU82464	STICKERS,PRESTO,ST,3/4,RE	PK	$0.71	$1.75	1010	073168824641	173633
	PAPER MAGIC GROUP INC.	EU82474	STICKERS,PRESTO,ST,3/4,SL	PK	$0.71	$1.75	1010	073168824740	173658
	PACON CORPORATION	25350	STICKS,CRAFT,BOX/1000	BX	$2.13	$4.59	995	50029444253501	290652
	DICK MARTIN SPORTS	SW100	STOPWATCH,DIGITAL	EA	$9.28	$18.50	1047	720029408600	357698
	3M COMPANY	7220-CLIP	TABS,WALL MOUNT,1/2X3/4},	PK	$1.34	$2.80		21200690563	508226
	DIVERSAFILE EVERETT LLC	47-771-OD	TAGBOARD,3/4RL,22.5X28.5,	PK	$18.13	$59.99	1005	093842477710	103944
	DIVERSAFILE EVERETT LLC	47-780-OD	TAGBOARD,3/4RULE,24X36,10	PK	$24.12	$79.49	1005	093842477802	103971
	DIVERSAFILE EVERETT LLC	12-B-125	TAGBOARD,MANILLA,12X18,12	PK	$4.98	$16.49	1005	093842100014	253032
	DIVERSAFILE EVERETT LLC	9-B-125	TAGBOARD,MANILLA,9X12,125	PK	$2.49	$7.99	1005	093842100007	260382
x	3M COMPANY	OD420	TAPE,ACITAPE,.75X1296 ,OD	TP	$3.68	$18.99	267	021200526794	575341
	3M COMPANY	845-1-1/2	TAPE,BOOK MENDING 1.5X15	RL	$2.37	$5.60	269	021200073823	958033
	NU-KOTE INTERNATIONAL INC	86L	TAPE,LIFTOFF,IBM SELII,OR	P6	$1.53	$21.75	971	50087486006615	802603
	DICK MARTIN SPORTS	CR100	TAPE,MEASURING,100 FT/30M	EA	$5.04	$10.00		720029031006	275496

CLASSROOM SUPPLIES
CORE LIST

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	List Price	Catalog Page #	UPC	Sku
	DICK MARTIN SPORTS	OR100	TAPE,MEASURING,100 FT/30M	EA	$5.30	$11.00		720029151001	275520
	DICK MARTIN SPORTS	OR165	TAPE,MEASURING,165 FT/50M	EA	$7.42	$15.50		720029151650	275576
	DICK MARTIN SPORTS	OR200	TAPE,MEASURING,200FT/60M	EA	$9.54	$20.00		720029152008	275600
	DICK MARTIN SPORTS	CR50	TAPE,MEASURING,50 FT/15M	EA	$3.45	$7.00		720029030504	275504
	3M COMPANY	810P10PK-C38	TAPE,MGC,SCTH,3/4 X1000	TP	$10.16	$31.75	267	50021200520209	489461
	3M COMPANY	810D3-VK	TAPE,W/DISPENSER,SCOTCH,R	RL	$1.62	$3.20			469771
	THE AT-A-GLANCE GROUP INC	G155-10	TEACHERS PLAN BOOK,UNDTD,	EA	$3.07	$10.59	406	038576167629	806166
	BINNEY & SMITH (BSD)	27-4516-091	TEMPERA,KAY,16OZ,RED/ORN	EA	$3.08	$10.24			949586
	DICK MARTIN SPORTS	T810	TETHERBALL,RUBBER	EA	$5.30	$11.00			101688
	ADVANCED MARKETING	877791783	THESAURUS,M-W'S,SCHOOL	EA	$9.30	$15.95	1045	081413001785	358250
x	3M COMPANY	ODPPC-100S	TRANSPARENCY,OD BRAND,W/S	BX	$7.65	$31.99	747	051125604659	337810
x	3M COMPANY	ODWO-100	TRANSPARENCY,WRITE-ON,100	BX	$4.15	$21.99	747	051125604666	337843
	ADVANTUS CORPORATION	MBE043100	US FLAG 24}X36} CLASSROOM	EA	$7.79	$32.50			536334
	ADVANTUS CORPORATION	MBE002460	US NYLON OUTDOOR FLG 3X5	EA	$18.53	$44.99			537399
	ADVANTUS CORPORATION	MBE002270	US NYLON OUTDOOR FLG 5X8	EA	$37.29	$177.60			537530
	DICK MARTIN SPORTS	V1	VOLLEYBALL,OFFICIAL SZ,RUBBER	EA	$3.17	$6.50	1047	720029220011	101777
	SAFCO PRODUCTS COMPANY	9604CH	WASTEBASKET,ROUND,5.87GL,	EA	$8.11	$17.00	444	50073555960407	399915
	DIXON TICONDEROGA COMPANY	800	WATERCOLOR SET,W/BRUSH,8	ST	$1.91	$5.19	990	072067008008	341388
	BINNEY & SMITH (BSD)	53-0080	WATERCOLOR,OVL,W/BRSH,8-C	ST	$1.90	$4.93	990	071662530808	949198
	MASTERS OF MARKETING	1289	WIPES,ANTISEPTIC,MMI	BX	$0.96	$2.75	435	780359012892	145007
	BUNZL DISTRIBUTION	75501	WIPES,LYSOL,SANITZING	EA	$3.06	$7.19	464	019200755016	293040
	DIXON TICONDEROGA COMPANY	805	WTRCLR,RFL,OVAL,BLU	DZ	$2.66	$5.75			340455
	DIXON TICONDEROGA COMPANY	804	WTRCLR,RFL,OVAL,GRN	DZ	$2.66	$5.75			340463
	DIXON TICONDEROGA COMPANY	801	WTRCLR,RFL,OVAL,RED	DZ	$2.66	$5.75			341404
	DIXON TICONDEROGA COMPANY	803	WTRCLR,RFL,OVAL,YEL	DZ	$5.75	$2.66			340430
	PACON CORPORATION	7306	YARN,ACRYLIC BLACK	EA	$3.18	$10.90	993	029444073067	340232
	PACON CORPORATION	7256	YARN,ACRYLIC CERISE	EA	$3.18	$10.90	993	029444072565	340257
	PACON CORPORATION	7196	YARN,ACRYLIC DK BLUE	EA	$3.18	$10.90	993	50029444071969	340265
	PACON CORPORATION	7026	YARN,ACRYLIC DK BROWN	EA	$3.18	$10.90	993	029444070264	340240
	PACON CORPORATION	7146	YARN,ACRYLIC DK GREEN	EA	$3.18	$10.90	993	029444071469	340695
	PACON CORPORATION	7296	YARN,ACRYLIC GOLD	EA	$3.18	$10.90	993	029444072961	340703
	PACON CORPORATION	7346	YARN,ACRYLIC LAVENDAR	EA	$3.18	$10.90	993	029444073463	340737
	PACON CORPORATION	7166	YARN,ACRYLIC LT BLUE	EA	$3.18	$10.90	993	029444071667	340711
	PACON CORPORATION	7126	YARN,ACRYLIC LT GREEN	EA	$3.18	$10.90	993	029444071261	340729
	PACON CORPORATION	7106	YARN,ACRYLIC ORANGE	EA	$3.18	$10.90	993	029444071063	340745
	PACON CORPORATION	7356	YARN,ACRYLIC PURPLE	EA	$3.18	$10.90	993	029444073562	340752
	PACON CORPORATION	7036	YARN,ACRYLIC RED	EA	$3.18	$10.90	993	029444070363	340778
	PACON CORPORATION	7006	YARN,ACRYLIC WHITE	EA	$3.18	$10.90	993	029444070066	340786
	PACON CORPORATION	7086	YARN,ACRYLIC YELLOW	EA	$3.18	$10.90	993	50029444070863	340794

CLASSROOM SUPPLIES - PAPER
CORE LIST

EXHIBIT A-1

Equiv or Better	Manufacturer Name	MFG #	Description	UOM	UNIT PRICE	Pallet Price	Truck load	List Price	Catalog Page #	Updated UPC	QtySold	Sku
	NCR SYSTEMEDIA GROUP	NCR802127	PAPER,ADD,BANK,3.23X96,60	CA	$31.22	N/A	N/A	$153.40	46	011461021275	115	236141
x	ENTERPRISE GROUP	OD-813212	PAPER,COMP,14-7/8X11,GREE	CA	$21.08	N/A	N/A	$65.57	44	032476520409	639	813212
x	ENTERPRISE GROUP	OD-813311	PAPER,COMPUTER,1PART,9.5X	CA	$13.75	N/A	N/A	$58.23	44	10032476520208	1609	813311
	ENTERPRISE GROUP	OC963975	PAPER,COMPUTER,9.5X11,18L	CA	$15.29	N/A	N/A	$51.09	44	000054901400520	206	963975
	XEROX CORP (COLOR/HITECH)	XER3R11050	PAPER,COPIER,20#,LTR,BLU,	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300505	11538	345637
x	WEYERHAEUSER COMAPNY (BSG)	OC843H	PAPER,COPY,11",3HP,84BR	CA	$24.19	$ 967.60	$ 19,079.30	$85.60	27	735854000530	1457	495200
x	AMERICAN PRODUCT (SO)	OC9017	PAPER,COPY,11X17,20#,WHIT	CA	$25.36	$ 760.80	N/A	$101.20	28	764025613279	267	940643
x	WEYERHAEUSER COMPANY (BSG)	OC8414	PAPER,COPY,14",84BR	CA	$30.00	$ 900.00	$ 18,764.46	$94.45	27	032476549097	1950	348045
	XEROX SUPPLIES BUSINESS	XER3R3761	PAPER,COPY,4024DP,11X17,W	RM	$4.87	$ 1,461.00	N/A	$17.70	26	000095205358056	395	345629
	XEROX SUPPLIES BUSINESS	XER3R2641	PAPER,COPY,4200DP,PUNCH,8	RM	$2.61	$ 1,044.00	N/A	$8.95	26	10095205328056	1736	348938
	XEROX CORP (COLOR/HITECH)	XER3R11059	PAPER,COPY,500-CT,8.5X11,	RM	$3.13	$ 1,252.00	N/A	$9.05	33	10095205300595	4858	478156
	INTERNATIONAL PAPER (VA)	10246-7	PAPER,COPY,8.5X11,28#,COL	RM	$7.24	$ 2,896.00	N/A	$15.49	26	010199002488	725	343454
x	WEYERHAEUSER COMPANY	WLLOC8411	PAPER,COPY,8.5X11,BOND	CA	$22.10	$ 884.00	$ 17,469.27	$70.85		010199095145	158939	636024
	XEROX CORP (COLOR/HITECH)	XER3R11054	PAPER,COPY,8.5X11,BUF,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	10095205300540	2453	345678
	XEROX CORP (COLOR/HITECH)	XER3R11055	PAPER,COPY,8.5X11,GRD,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300550	8096	345686
	XEROX CORP (COLOR/HITECH)	XER3R11051	PAPER,COPY,8.5X11,GRN,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300512	11395	345645
	XEROX CORP (COLOR/HITECH)	XER3R11057	PAPER,COPY,8.5X11,GRY,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205358711	973	345702
	XEROX CORP (COLOR/HITECH)	XER3R11056	PAPER,COPY,8.5X11,IVY,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205358704	1034	345694
	XEROX CORP (COLOR/HITECH)	XER3R11052	PAPER,COPY,8.5X11,PNK,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300529	12661	345652
	XEROX CORP (COLOR/HITECH)	XER3R11053	PAPER,COPY,8.5X11,YEL,5M/	RM	$3.00	$ 1,200.00	N/A	$9.05	33	10095205300533	18217	345660
x	WEYERHAEUSER COMAPNY (BSG)	843923OD	PAPER,COPY,OD,11X17,5CA,W	CA	$23.63	$ 708.90	N/A	$74.95	27	723382392319	242	536648
	INTERNATIONAL PAPER-BSG#1	162008	PAPER,COPY,PLUS,11",20#,W	CA	$25.46	$ 1,018.40	$ 19,972.46	$90.00	26	010199162007	3822	347005
x	AMERICAN PRODUCT (SO)	OC1120R	PAPER,COPY,RECYCLED,8.5X1	CA	$24.44	$ 977.60	$ 19,188.98	$94.84	27	032476512503	4136	940650
	XEROX SUPPLIES BUSINESS	XER3R2047	PAPER,COPY,XEROX,8.5X11,1	CT	$24.33	$ 973.20	$ 19,370.98	$87.20	26	20095205058028	2250	275474
	XEROX CORP (COLOR/HITECH)	XER3R11060	PAPER,CPY,LTR,20#,CHERRY	RM	$3.00	$ 1,200.00	N/A	$9.05	33	095205300604	2452	919519
	XEROX CORP (COLOR/HITECH)	XER3R11061	PAPER,CPY,LTR,20#,TAN	RM	$3.00	$ 1,200.00	N/A	$9.05	33	000095205300611	1129	860581
x	WEYERHAEUSER COMAPNY (BSG)	953922OD	PAPER,CPY,OD,8.5 X11,10/C	CA	$25.56	$ 1,022.40	N/A	$80.25	27	723382392210	634	536640
x	ENTERPRISE GROUP	OD-813220	PAPER,GREENBAR,15X11,18#	CA	$22.25	N/A	N/A	$67.96	44	032476520416	441	813220
	INTERNATIONAL PAPER-BSG#1	C8511	PAPER,HP OFFICE,LETTER,20	CA	$27.22	$ 1,088.80	$ 20,786.22	$69.99	26	764025932868	953	333465
	INTERNATIONAL PAPER (VA)	HPJ1124	PAPER,HP,LASEJET,LTR,24#	RM	$4.78	$ 1,912.00	N/A	$14.00	31	764025931007	3160	805218
	INTERNATIONAL PAPER (VA)	HPM1120	PAPER,HP,MULTIPURPOSE,LTR	CA	$31.94	$ 1,277.60	N/A	$84.99	28	764025930017	1571	251668
	INTERNATIONAL PAPER (VA)	HPM1720	PAPER,HPMULTI,LEDGER,20#,	RM	$6.61	N/A	N/A	$17.07	28	764025939997	738	317410
	INTERNATIONAL PAPER-BSG#1	C1117	PAPER,HPOFFICE,LEDGER,20#	CA	$28.33	$ 1,133.20	N/A	$72.86	26	000764025932998	100	341679
	WEYERHAEUSER COMAPNY (BSG)	751381	PAPER,INKJET,OD,24LB,104	RM	$3.30	$ 1,320.00	N/A	$9.99	29	000032476549523	1029	751381
	INTERNATIONAL PAPER (VA)	107681	PAPER,LASER PRINT,3 HP,WH	RM	$4.57	$ 1,828.00	N/A	$14.00	31	010199007681	888	255888
	INTERNATIONAL PAPER (VA)	104604	PAPER,LASER PRINT,8.5X11,	RM	$4.37	$ 1,748.00	N/A	$11.00	31	010199004604	3175	401331
x	WEYERHAEUSER COMAPNY (BSG)	751441	PAPER,LASER,OD,24LB,104 B	RM	$3.30	$ 1,320.00	N/A	$9.99	31	010199751447	4070	751441
	XEROX CORP (COLOR/HITECH) FRT.	3R11265	PAPER,LSR,X BRIGHT,8X11,5	RM	$4.11	$ 1,644.00	N/A	$8.99	31	095205302653	738	609679
	INTERNATIONAL PAPER (M BRAND)	86700	PAPER,LTR,20#,RECY,MULTI	CA	$27.19	$ 1,087.60	N/A	$79.50	28	780366867010	4532	680017
	WAUSAU PAPERS (PAPER)	62361	PAPER,LTR,24#,OPAQUE,PINK	RM	$4.26	$ 1,704.00	N/A	$13.95	33	000759598613610	790	272241
x	AMERICAN PRODUCT (REPLEN)	OC9011	PAPER,MULTIPURP,11",20#,1	CA	$24.24	$ 969.60	$ 19,238.31	$94.84	28	764025613224	4057	940593
x	WEYERHAEUSER COMAPNY (BSG)	ODMP9011	PAPER,MULTIPURPOSE,8.5X11	RM	$2.49	$ 996.00	N/A	$8.18	28		6880	112860
	INTERNATIONAL PAPER (VA)	10581-0	PAPER,MULTIPURPOSE,90 BRI	RM	$3.63	$ 1,452.00	N/A	$10.00	28	10199034106	546	393122
	EASTMAN KODAK COMPANY	1976463	PAPER,PHOTO,58LB GLOSS,10	PK	$23.59	N/A	N/A	$49.99	41	041771976460	152	262207
	HEWLETT-PACKARD (LAS/ CART)	HEWQ1785A	PAPER,PHOTO,HP PREMIUM+,A	PK	$21.14	N/A	N/A	$34.99	41	50725184928951	201	261910
x	NCR SYSTEMEDIA GROUP	NCR980340	PAPER,PHOTO,PREMIUM,OD,10	PK	$21.88	N/A	N/A	$64.99	41	735854980344	192	652001
	HEWLETT-PACKARD (LAS/ CART)	HEWC6024A	PAPER,PHOTO,SEMI-GLOSS,36	RL	$116.24	N/A	N/A	$179.99	40	088698171653	41	332796
	SOUTHWORTH COMPANY (PAPER)	SOU984C	PAPER,PRCHMNT,BOND,24#,RE	BX	$11.65	N/A	N/A	$34.85	43	70083514805308	237	388681
	HEWLETT-PACKARD (LASER CARTDG)	HEWC6979A	PAPER,PREM,PHOTO,50SHT PK	PK	$18.11	N/A	N/A	$29.99	41	000088698917404	166	216161
	XEROX CORP (COLOR/HITECH) FRT.	3R4299	PAPER,RING TUFF 3HP,20#,8	RM	$6.91	N/A	N/A	$21.15	38	095205342994	380	228651

EXHIBIT A - 3

OFFICE SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

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

TONER ITEMS:

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

FURNITURE:

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

GENERAL OFFICE SUPPLIES:

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

TECHNOLOGY PRODUCTS:

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

PAPER PRODUCTS:

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

CORE PRODUCTS: **Fixed Price**

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

EXHIBIT A – 4

CLASSROOM SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

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

CLASSROOM SUPPLIES:

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

ARTS AND CRAFTS:

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

PAPER PRODUCTS:

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

CORE PRODUCTS : **Fixed Price**

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

EXHIBIT A - 5

Additional Services

Copy and Print Services

Copy and Print Services	Retail – 15%

Promotional Products

Promotional Products	Promotional Catalog - 5% *

*Additional fees will apply for imprinting and shipping

EXHIBIT B

VENDOR'S PROPOSAL

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

EXHIBIT C

COUNTY'S REQUEST FOR PROPOSALS (RFP)

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