

**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
AGREEMENT WITH CORPORATE EXPRESS FOR JUST-IN-TIME OFFICE & SCHOOL  
SUPPLIES SERVICE**

**SPECIAL TERMS & CONDITIONS SPECIFIC TO RECYCLED PRODUCTS**

1. The County Board of Supervisors' Policy B-67, Recycled Products Procurement, prescribes a County program to utilize products made with recycled materials, reusable products, and products designed to be recycled, to the maximum practical extent.

The County, therefore, encourages the Contractor to offer such products in response to the County's requirements or as an alternate for testing or review by the County with the attainable goal of future purchases of the recycled or recyclable product(s).

2. To be designated as a recycled content product, the product's material content shall be certified by the manufacturer to conform to post-consumer content standards as listed in EITHER the current Comprehensive Procurement Guidelines (CPG) website of the United States Environmental Protection Agency (EPA): <http://www.epa.gov/cpg/products.htm> OR as listed in the current California Recycled Content Product Directory website: <http://www.ciwmb.ca.gov/RCP/SABRC.asp>, using whichever listing that requires the **higher** percentage of post-consumer content.

The Contractor when offering recycled content products shall certify the nature and percentages of recycled product content through verified written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website or shall provide a current manufacturer's verifiable certification for the specific product provided, that specifically describes the nature of and percentages of recycled product content using the California Recycled Content Certification Form (CIWMB 74) which is available on the State of California website: <http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Forms/CIWMB074.doc>.

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**EXHIBIT A-STATEMENT OF WORK**

**1. OBJECTIVE**

The purpose of this Agreement is to provide the County, and other public agencies, whether specifically named in the contract or included by agreement under the public agency provisions of the contract, with total package procurement support for office and school supplies.

**2. BACKGROUND**

The County has an employee population of approximately seventeen thousand (17,000) located throughout eighteen cities and the unincorporated areas of the County. The Contractor shall make inside deliveries of office supply and school supplies, on a weekly basis. These locations are subject to change.

The annual purchases by the County are estimated to be approximately 7.5 million dollars annually. This amount is based on prior years' purchases of office and school supply items and provides general magnitude information only. It does not constitute any commitment by the County.

**3. SCOPE OF WORK**

3.1 The Contractor shall provide office and school supply commodities and related delivery services and related activities, including product usage reports, to satisfactorily support the County and other public agencies supported under this contract with a just-in-time support system designed to provide the agencies with the ability to establish internally stockless operations. The Contractor shall be responsible for providing the resources or functions necessary to meet the intent of the contract. Office and School Supply Items included in this contract have been categorized as follows:

- LOT 1: Commonly used office and school supply items that are listed in Exhibit C. Lot 1, which has been constructed for the purposes of this contract, is identified as the "Core Item List".
- LOT 2: Commonly used Printer and Toner Cartridges that are listed in Exhibit C. Lot 2, which has been constructed for the purposes of this contract, is identified as the "Toner/Printer Cartridge Product List".
- LOT 3 :Multi-Purpose Paper as specified in Exhibit C.
- LOT 4: Items are in stock and provided in the Contractors annual published proprietary catalog showing a minimum of 5,000 items.
- LOT 5: Items are Non-Stock /Special order and listed in the Contractors annual published proprietary catalog and/or S P Richards/United showing a minimum of 10,000 items.

Note: The County anticipates the best pricing to be for those items specifically identified in Lot 1, 2, and 3. Accordingly, should the same item(s) be available in Lot 4 or Lot 5 at a higher price, the County is to receive the lowest price for that identical item as identified in Lot 1, 2, or 3.

3.1 Explicitly excluded for procurement by County Departments and Agencies are any individual items exceeding \$1,000.

3.2 Commodities that County Departments may **not** acquire from the Proprietary In-Stock Item Catalog are modular furniture, microcomputers and related peripherals, software, and any items not explicitly included in the Contractor's standard commercial catalog that forms the basis of the Proprietary Catalog.

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3.3 The Contractor shall not deliver these commodities in the event that a County Department inadvertently places an order. The County will not reimburse the Contractor for any cost associated with these commodities including restocking charges and any payment shall be subject to the Disallowance Clause as specified herein.

**4. MINIMUM REQUIREMENTS**

- 4.1 Contractor shall maintain during the term of the Agreement a minimum portfolio of office and school supply contracts of at least \$25 million in total annual sales.
- 4.2 The Contractor shall have a minimum of three (3) years of experience in providing office and school supply items to government or private institutions of a similar size and scope to the County.
- 4.3 Contractor shall provide 3 business day delivery at no additional cost.
- 4.4 Contractor shall not assess a restocking fee when item delivered doesn't match item ordered.
- 4.5 Contractor shall have and maintain the ability to accept Procurement/Purchasing Cards (P-Cards) as a method of payment via telephone, FAX, or Internet at no additional charge.
- 4.6 Contractor shall create an electronic product catalog that contains the County pricing within 60 days of contract award
- 4.7 Contractor shall provide and distribute a printed Proprietary In-Stock Office and School Supply Catalog, as well as an internet accessible e-catalog, listing a minimum of five thousand (5000) individual stocked items.
- 4.8 Contractor shall provide and distribute a printed Non-Stock/Special Order Office and School Supply Catalog, as well as an internet accessible e-catalog, listing a minimum of ten thousand (10,000) individual non-stocked items.
- 4.9 Contractor shall maintain through the term of the contract a business organization with the capacity, resources, and systems to service multiple organizations and multiple geographic areas with a large variety of products.
- 4.10 Contractor shall provide reporting and tracking capabilities as well as providing usage reports for individual agencies requested.
- 4.11 Contractor shall supply Lot 1 through Lot 5 office and school supplies listed.
- 4.12 Contractor shall adhere to the Terms and Conditions of Exhibit D. This program will be marketed on a national basis by National IPA thru the terms of the Agreement.

**5. NOTICE OF PUBLIC AGENCY CONTRACT**

1. The County is a member of a cooperative purchasing group sponsored by the San Diego members of the California Association of Public Purchasing Officers (CAPPO). The intent of this contract is to support additional public agencies in San Diego County, and other political subdivisions.
2. The public agencies listed below, in addition to other political sub-divisions located in Southern California, may, at their option, utilize this contract. Full support by the Contractor to these agencies

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is a REQUIREMENT of the contract, and is NOT AN OPTION. The use of this contract by other political sub-divisions is optional.

COUNTY OF SAN DIEGO

CITY OF CARLSBAD

CITY OF CHULA VISTA

CITY OF ESCONDIDO

CITY OF SANTEE

SAN DIEGO UNIFIED PORT DISTRICT

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

**6. PUBLIC AGENCY PARTICIPATION**

The County will incur no financial responsibility in connection with orders issued by another public agency. Each public agency shall accept sole responsibility for placing orders or making payments to the vendor.

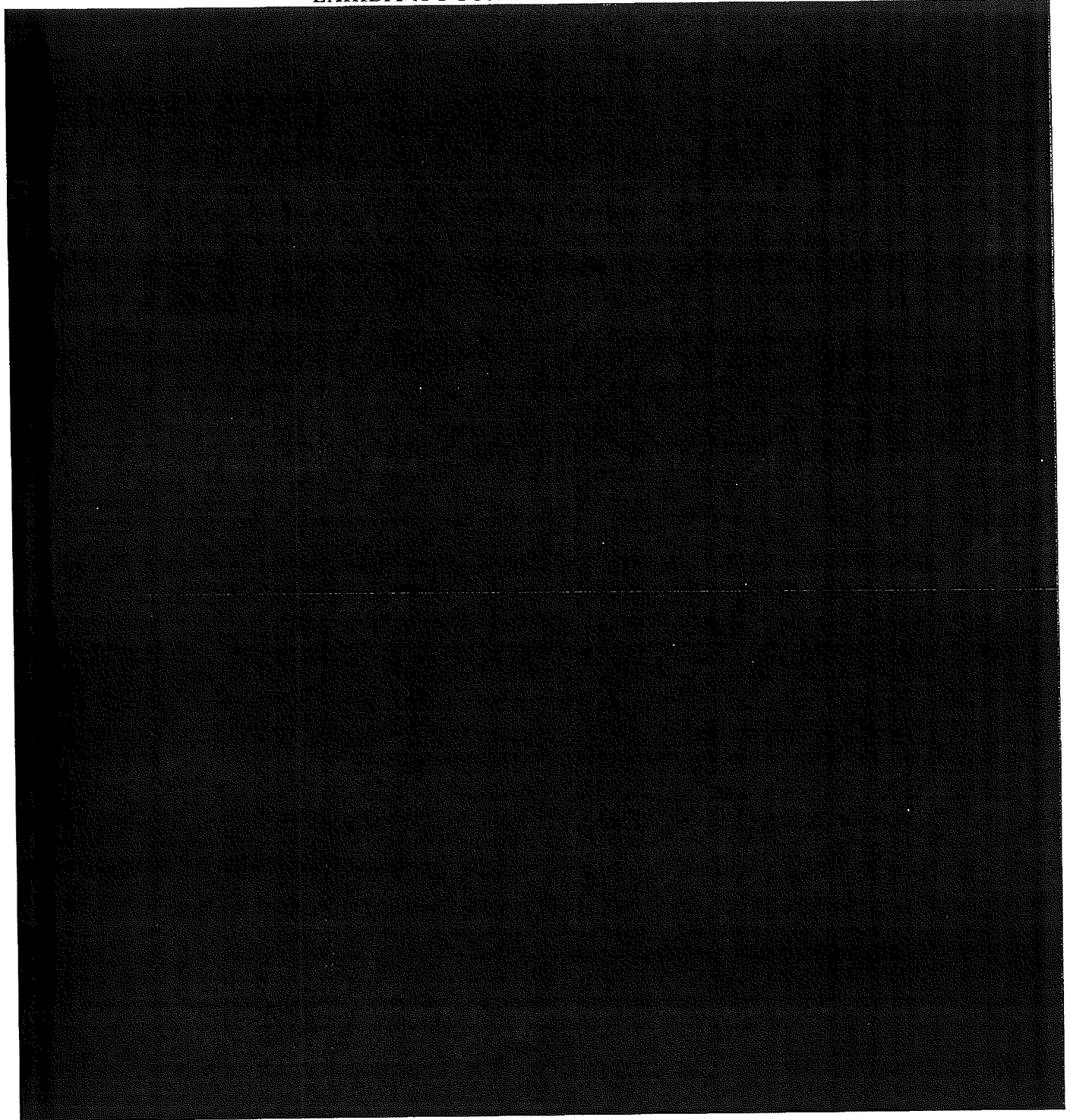
**7. COUNTY CONTRACTOR PARTICIPATION**

It is intended that any San Diego educational institution or non-profit organization that is currently under contract with the County to provide direct support to the County with cost reimbursement for such support coming directly from the County shall have the option to participate in any award made as a result of this solicitation.

The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non-profit organizations under the authority of this provision. The contractor is responsible for confirming that any educational institution or non-profit organization has a current contract with the County or political subdivision. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor.

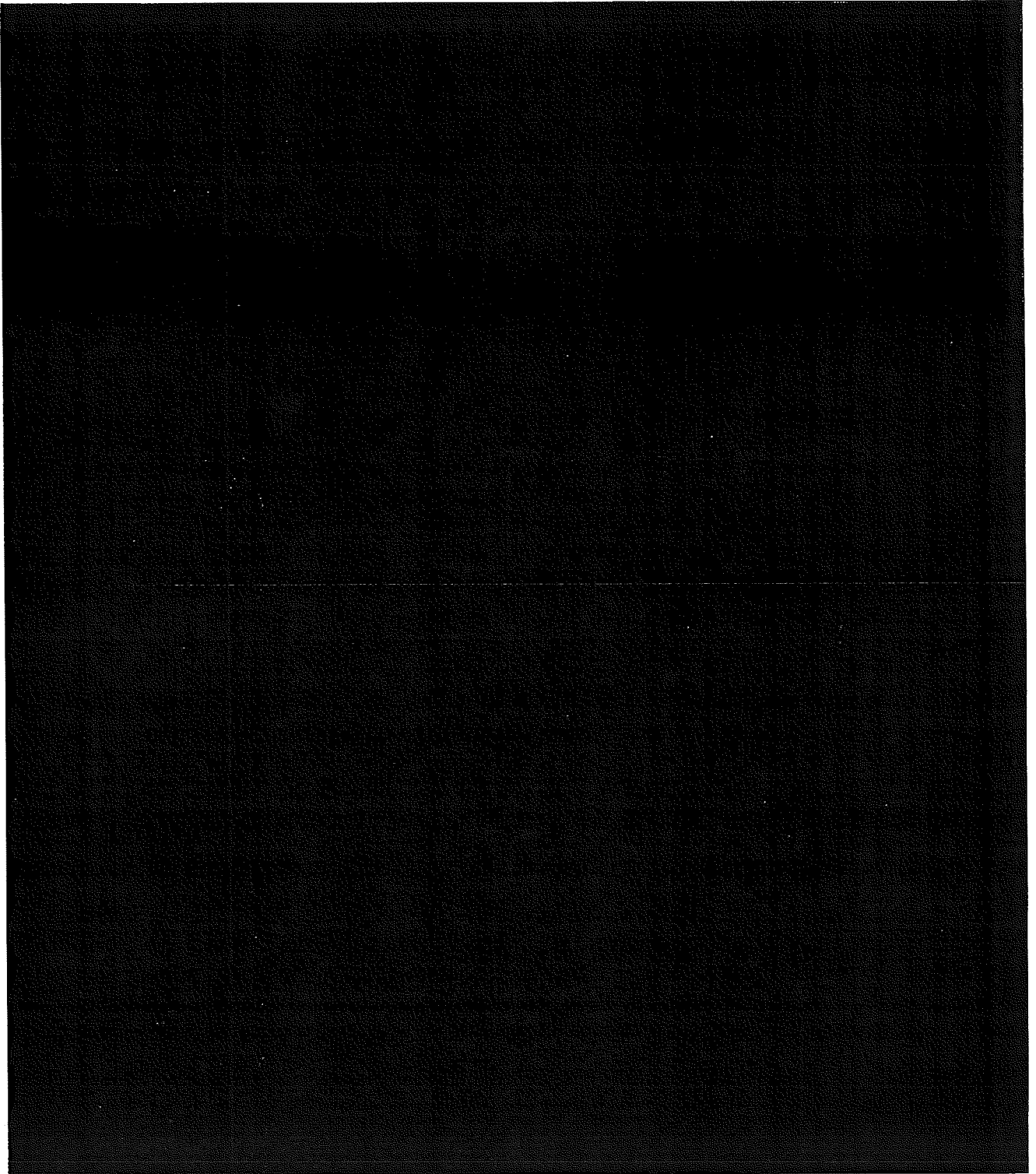
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EXHIBIT A-1 CONTRACTOR' PROPOSAL



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**EXHIBIT A-2 CONTRACTOR' BEST & FINAL OFFER (BAFO)**



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**EXHIBIT B  
INSURANCE REQUIREMENTS**

**ARTICLE 1**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

**3. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

**A. Additional Insured Endorsement**

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

**B. Primary Insurance Endorsement**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any

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insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**GENERAL PROVISIONS**

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only



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be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**12. Subcontractors' Insurance**

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

**13. Waiver of Subrogation**

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

**ARTICLE 2  
[RESERVED]**

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**EXHIBIT C-PRICING SCHEDULE**

**To be Inserted at time of Award**

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**EXHIBIT D  
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**

**EXHIBIT 1  
NATIONAL IPA ADMINISTRATION AGREEMENT**

**\*Note National IPA will execute the Administrative Agreement upon execution of the San Diego Contract. This is an Informational Exhibit Only.**

This ADMINISTRATION AGREEMENT is made and entered into on the date shown on the signature ("Effective Date"), between the National Intergovernmental Purchasing Alliance ("National IPA"), County of San Diego (herein "Principal Procurement Agency") and Corporate Express, Inc. (herein "Supplier").

**RECITALS**

WHEREAS, the County of San Diego (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No. 519042 and by and between the Principal Procurement Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Office Supplies (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the administrative agent for Principal Procurement Agency and other lead public agencies with regard to other Master Agreements offered through the National IPA;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement;

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA under this Agreement including, but not limited to, the Supplier's obligation to provide the appropriate indemnification and insurance as set forth by the Principal Procurement Agency.
  
4. National IPA shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that National IPA shall act in the capacity of administrator of purchases under the Master Agreement.
  
5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to National IPA shall survive the term of this Agreement

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Process attached hereto and incorporated herein as Exhibit B. Supplier's failure to maintain the Supplier Commitments and Process shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**

**EXHIBIT 1  
NATIONAL IPA ADMINISTRATION AGREEMENT**

8. Principal Procurement Agency shall execute a completed Principal Procurement Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement, Exhibit C. An example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit C. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org). No purchases shall be made hereunder until the applicable public agency has registered electronically with National IPA.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes National IPA's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

**QUARTERLY FEES & REPORTING**

10. Supplier shall pay National IPA a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$10 million in annual sales; 1.5% of the total purchase price for the next \$10 million in annual sales; 2% of the total purchase price for the next \$80 million in annual sales; and 2.5% of the total purchase price for annual sales of \$100 million and beyond, for all purchases under the Master Agreement and provide National IPA with an electronic accounting report, in a format prescribed by National IPA, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit E. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Principal Procurement Agency or National IPA. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above.

12. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS**

**EXHIBIT 1  
NATIONAL IPA ADMINISTRATION AGREEMENT**

discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit.

**GENERAL PROVISIONS**

14. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at agency's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National IPA  
Peter Foley  
General Manager  
National IPA  
310 South Twin Oaks Valley Road  
San Marcos Ca 92078  
Attn: CFO

B. Principal Procurement Agency  
Evie Stainbrook, Senior Procurement Specialist  
Department of Purchasing & Contracting  
10086 Willow Creek Road, Suite 150  
San Diego, CA 92131-1699

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EXHIBIT 1  
NATIONAL IPA ADMINISTRATION AGREEMENT

C. Supplier

Kevin Krieger  
Director, Accounts Administration  
Corporate Express  
1 Environmental Way  
Broomfield, CO 80021

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

SUPPLIER: Corporate Express

By: Mike Netter

[Signature]

Date: 5-18-07

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**EXHIBIT 1- ATTACHMENT 1-a --REPORTING TEMPLATE  
NATIONAL IPA ADMINISTRATION AGREEMENT**

**EXCEL DOCUMENT ATTACHED**



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**EXHIBIT 2  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

**RECITALS**

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Suppliers 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 National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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 procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier 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 Supplier 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. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

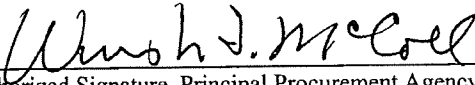
**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
AGREEMENT WITH CORPORATE EXPRESS FOR JUST-IN-TIME OFFICE & SCHOOL  
SUPPLIES SERVICE**

**EXHIBIT 2  
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

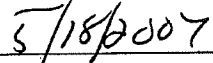
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the County of San Diego, CA (the "Principal Procurement Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agency to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Name and Title of Signor

  
\_\_\_\_\_  
Date

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**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT**

**1.0 SCOPE**

**1.1 Requirement**

The County of San Diego, CA (Principal Procurement Agency), on behalf of itself and the National Intergovernmental Purchasing Alliance (National IPA), is requesting a statement of qualifications from certain companies in order to determine which of those companies will be allowed to participate in a Request for Proposal for Office and School Supplies. The qualifying company that wins the Request for Proposal (Supplier) will then enter into a master agreement for Office and School Supplies with San Diego County, CA, which will be available and marketed by National IPA to Participating Public Agencies nationwide. This Request for Statement of Qualifications is subject to Principal Procurement Agency's General Terms and Conditions, Instructions to Bidders, Special Provisions and Pricing Schedules included in the County of San Diego RFSQ Solicitation number #1776. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein solely as if attached hereto.

The Principal Procurement Agency is acting as a contracting agency for any other governmental agency that elects to utilize the resulting master agreement through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Supplier and each governmental agency (Principal Procurement Agency and Participating Agencies) individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participation Agency.

This RFSQ Exhibit 3 defines the expectations for qualifying companies based on National IPA's requirements to market the resulting master agreement nationally to Participating Agencies. These requirements are incorporated into and are considered an integral part of the San Diego County, CA RFSQ for Office and School Supplies. Each section in this Exhibit 3 refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Agencies through National IPA.

**1.2 General Definitions of Products**

The categories of Office and School Supplies, core list of products, etc. have been defined by San Diego County, CA, and the pricing established in the resulting master agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Agencies through National IPA.

**1.3 Objectives**

This Exhibit 3 to the RFSQ is intended to achieve the following objectives;

- A. Provide a comprehensive competitively solicited national agreement offering Office and School Supplies to the National IPA membership;
- B. Establish the master agreement as the Supplier's primary offering to state and local government agencies nationwide;
- C. Achieve cost savings for Suppliers and government agencies through a single bid process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate volumes of government agencies to achieve cost effective pricing.

**1.4 Estimated Volume**

The dollar volume of Office and School Supplies purchased under the master agreement is estimated to be \$100 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other government agencies that intend to utilize the resulting master agreement to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between Supplier and National IPA.

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**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT**

**1.5 Award Basis**

The basis of any resulting award made by Principal Procurement Agency will be the basis of any award on a national level through National IPA. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Agencies through National IPA. Utilization of the Master Agreement by Participating Agencies will be at the discretion of the individual Participating Agency.

**1.6 Marketing and Administrative Support**

National IPA provides marketing and administrative support for Supplier that directly promotes the Supplier's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

Suppliers are required to pay an administrative fee based on a minimum of 1% of actual sales under the Master Agreement. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA. Successful Supplier(s) will be required to execute the National IPA Administrative Agreement (refer to Exhibit 1).

**2.0 SUPPLIER COMMITMENTS**

Qualifying Suppliers for the San Diego County, CA Office and School Supplies solicitation, and the resulting opportunity to establish a master agreement that would be available to other Participating Agencies, must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the master agreement for all government agencies as well as the Supplier.

**2.1 Corporate Commitment**

Supplier commits that (1) the master agreement has received all necessary corporate authorization of supplier, and (2) to the extent not inconsistent with any existing contractual obligations of Supplier, the master agreement will be promoted to all governmental agencies, including existing customers, and transitioning those customers, upon their request, to the agreement.

**2.2 Pricing Commitment**

County and Contractor will periodically, but no less than annually, review all pricing for all items purchased pursuant to this Agreement. If during the course of the agreement the County or a participating National IPA agency evaluates another like agreement with like services, like products, like volumes and like terms and conditions and feels our current agreement is not competitive/beat the like agreement then the County and Contractor will renegotiate the terms of the agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the master agreement and National IPA nationwide and that it's sales force will be trained, engaged and committed to offering the master agreement through National IPA nationwide. Further, Supplier commits that all master agreement sales will be accurately and timely reported to National IPA.

**3.0 SUPPLIER QUALIFICATIONS**

In addition to the Supplier commitments above, Suppliers must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting master agreement to Participating Agencies through National IPA. Companies will not be qualified, and therefore not be invited to participate in the Request for Proposal, nor eligible for being awarded a master agreement with San Diego County, CA for Office and School Supplies, if the qualifications are not met to the satisfaction of the Principal Procurement Agency.

**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
AGREEMENT WITH CORPORATE EXPRESS FOR JUST-IN-TIME OFFICE & SCHOOL  
SUPPLIES SERVICE**

**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT**

- 3.1 Company**
- A. Brief history and description of your company.
  - B. Total number and location of sales persons employed by your company.
  - C. Number and location of support centers (if applicable);
  - D. Annual sales for 2003, 2004, and 2005
  - E. Submit your FEIN and Dunn & Bradstreet report.
- 3.2 Distribution, Logistics**
- A. Describe how your company proposes to distribute the products/service nationwide.
  - B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
  - C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable;
  - D. State any return and restocking policy, and any fees, if applicable associated with returns.
- 3.3 Marketing**
- A. Outline your company's plan for marketing the products/services to Participating Agencies nationwide.
  - B. Explain how your company will educate its national sales force about the master agreement.
  - C. Provide a detailed ninety-day plan describing your company's plan to implement the master agreement within your company as the primary go to market strategy for your company within government agencies, including institutions of higher education
  - D. Describe how a master agreement will be marketed to any existing government agency customers, and how your company will transition any such accounts to the master agreement available nationally through National IPA.
  - E. Please provide contact information for the person(s), who will be responsible for:
    - Marketing
    - Sales
    - Sales Support
    - Financial Reporting
- 3.4 Sales**
- A. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
  - B. State the amount of your company's state and local government sales for 2005. Provide a list of your top 10 public agency customers, the total 2005 purchase for each along with a key contact for each.
  - C. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the National IPA contract for the initial three years of the agreement.
- \$20 million will be transitioned in year one.**
- \$40 million will be transitioned in year two.**
- \$40 million will be transitioned in year three.**

**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
AGREEMENT WITH CORPORATE EXPRESS FOR JUST-IN-TIME OFFICE & SCHOOL  
SUPPLIES SERVICE**

**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT**

**SUPPLIER PROCESS**

The following is intended to assist the supplier in successfully implementing the Master Agreement:

**National IPA Administration Agreement** - The supplier is required to execute the National IPA Administration Agreement ("Agreement") prior to the award of the Master Agreement.

**National Account Management Team** - The supplier shall provide a National Account manager with the authority and responsibility for the overall success of the Master Agreement contract within the supplier's organization.

**State and Local Agency Access** - Establish the following communication links to facilitate customer access and communication:

- A dedicated National IPA internet web-based homepage with:
  - National IPA standard logo;
  - Copy of original Request for Statement of Qualifications or Invitation to Bid;
  - Copy of contract and amendments between Principal Procurement Agency and supplier;
  - Summary of products and pricing;
  - Electronic link to National IPA's online registration page;
- A dedicated toll free number for National IPA

**Electronic Registration** - The supplier is responsible for ensuring that each Participating Public Agency has completed National IPA's online registration process prior to processing the Participating Public Agency's first sales order.

**Sales Report** - The supplier is responsible for reporting all Participating Public Agency sales within 30 days of the end of each calendar quarter in the provided format attached as exhibit \_\_\_ to the National IPA Administration Agreement

**Administrative Fees** - The supplier is responsible for paying to National IPA an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in Section 10 of the Administration Agreement.

**National IPA Awareness** - National IPA is responsible for marketing the overall National IPA concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness.

**Supplier Sales** - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Principal Procurement Agency;

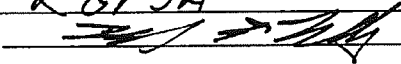
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**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT**

- Best government pricing
- No cost to participate
- Non-exclusive contracts

**Sales Force Training** - Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:

- Key features of National IPA contract
- Working knowledge of the Solicitation Process
- Awareness of the range of public agencies that can access National IPA

Name: Mike Letter  
Title: RVP SA  
Signature: 

**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
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**EXHIBIT 3  
 NATIONAL IPA EXHIBIT TO MASTER AGREEMENT  
 ATTACHMENT 3a- Public Agencies State Oregon**

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the County of San Diego contract JIT Office and School Supplies Service award made pursuant to this solicitation and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

**Cities, Towns, Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE	CITY OF OREGON CITY
CITY OF ASHLAND	CITY OF PILOT ROCK
CITY OF AUMSVILLE	CITY OF PORTLAND
CITY OF AURORA	CITY OF POWERS
CITY OF BEAVERTON	CITY OF RIDDLE
CITY OF BOARDMAN	CITY OF SANDY
CITY OF BURNS	CITY OF SCAPPOOSE
CITY OF CANBY	CITY OF SHADY COVE
CITY OF CANYONVILLE	CITY OF SHERWOOD
CITY OF CLATSKANIE	CITY OF ST. PAUL
CITY OF COBURG	CITY OF TIGARD, OREGON
CITY OF CONDON	CITY OF TUALATIN, OREGON
CITY OF LA GRANDE	CITY OF WARRENTON
CITY OF LEBANON	CITY OF WILSONVILLE
CITY OF MILL CITY	CITY OF WINSTON
CITY OF MILWAUKIE	LEAGUE OF OREGON CITES
CITY OF MOSIER	PORTLAND DEVELOPMENT COMMISSION
CITY OF NORTH PLAINS	

**Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES	LINCOLN COUNTY
BENTON COUNTY	LINN COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION	MARION COUNTY, SALEM, OREGON
CLATSOP COUNTY	MORROW COUNTY
COLUMBIA COUNTY, OREGON	MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
COOS COUNTY HIGHWAY DEPARTMENT	MULTNOMAH LAW LIBRARY
CROOK COUNTY ROAD DEPARTMENT	NAMI LANE COUNTY
CURRY COUNTY OREGON	POLK COUNTY
DESCHUTES COUNTY	SHERMAN COUNTY
DOUGLAS COUNTY	UMATILLA COUNTY, OREGON
GILLIAM COUNTY	UNION COUNTY
GILLIAM COUNTY OREGON	WALLOW A COUNTY
HARNEY COUNTY SHERIFFS OFFICE	WASCO COUNTY
HOOD RIVER COUNTY	WASHINGTON COUNTY
JEFFERSON COUNTY	YAMHILL COUNTY
LAKE COUNTY	



**COUNTY BLANKET PURCHASE AGREEMENT NUMBER 519042  
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 SUPPLIES SERVICE**

**EXHIBIT 3  
 NATIONAL IPA EXHIBIT TO MASTER AGREEMENT  
 ATTACHMENT 3a- Public Agencies State Oregon**

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT	HIGH DESERT EDUCATION SERVICE DISTRICT	NORTH CLACKAMAS SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT	HOOD RIVER COUNTY SCHOOL DISTRICT	NORTH CLACKAMAS SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	JACKSON CO SCHOOL DIST NO.9	NORTH WASCO CTY SCHOOL DISTRICT 21
CANYONVILLE CHRISTIAN ACADEMY	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON	JEFFERSON SCHOOL DISTRICT	ONTARIO MIDDLE SCHOOL
CENTENNIAL SCHOOL DISTRICT	KLAMATH FALLS CITY SCHOOLS	OREGON TRAIL SCHOOL DISTRICT NOA6
CENTRAL CATHOLIC HIGH SCHOOL	LAKE OSWEGO SCHOOL DISTRICT 7J	PHOENIX-TALENT SCHOOL DISTRICT NOA
CENTRAL POINT SCHOOL DISTRICT NO.6	LANE COUNTY SCHOOL DISTRICT 4J	PORTLAND JEWISH ACADEMY
CENTRAL SCHOOL DISTRICT 13J	LINCOLN COUNTY SCHOOL DISTRICT	PORTLAND PUBLIC SCHOOLS
COOS BAY SC'HOOOL DISTRICT NO.9	LINN CO. SCHOOL DIST. 95C	REDMOND SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29	LOST RIVER JR/SR HIGH SCHOOL	REYNOLDS SCHOOL DISTRICT
CULVER SCHOOL DISTRICT NO.	LOWELL SCHOOL DISTRICT NO.71	ROGUE RIVER SCHOOL DISTRICT NO.35
DALLAS SCHOOL DISTRICT NO.2	MARION COUNTY SCHOOL DISTRICT	ROSEBURG PUBLIC SCHOOLS
DAVID DOUGLAS SCHOOL DISTRICT	MARION COUNTY SCHOOL DISTRICT 103	SCAPPOOSE SCHOOL DISTRICT 1J
DAYTON SCHOOL DISTRICT NO.8	MCMINNVILLE SCHOOL DISTRICT NOAO	SEASIDE SCHOOL DISTRICT 10
DE LA SALLE N CATHOLIC HS	MEDFORD SCHOOL DISTRICT 549C	SHERWOOD SCHOOL DISTRICT 88J
DESCHUTES COUNTY SCHOOL DISTRICT NO.6	MITCH CHARTER SCHOOL	SOUTH LANE SCHOOL DISTRICT 45J3
DUFUR SCHOOL DISTRICT NO.29	MONROE SCHOOL DISTRICT NO.1J	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B	MULTISENSORY LEARNING ACADEMY	SPRINGFIELD SCHOOL DISTRICT NO.19
FOREST GROVE SCHOOL DISTRICT	MUL TNOMAH EDUCATION SERVICE DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
GLADSTONE SCHOOL DISTRICT	NEAH-KAH-NIE DISTRICT NO.56	THE CATLIN GABEL SCHOOL
GRANTS PASS SCHOOL DISTRICT 7	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	TIGARD-TUALATIN SCHOOL DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT	NOBEL LEARNING COMMUNITIES	WEST LINN WILSONVILLE SCHOOL DISTRICT
HEAD START OF LANE COUNTY	NORTH BEND SCHOOL DISTRICT 13	YONCALLA SCHOOL DISTRICT NO.32

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**EXHIBIT 3  
NATIONAL IPA EXHIBIT TO MASTER AGREEMENT  
ATTACHMENT 3b-ADDITIONAL ITEMS LISTING**

**See attached PDF File – (nipa\_exhibit3b\_listofitems.pdf)**