

NORTHSHORE SCHOOL DISTRICT
KING AND SNOHOMISH COUNTIES, WASHINGTON

RESOLUTION NO. 688

A RESOLUTION of the Board of Directors of Northshore School District No. 417, King and Snohomish Counties, Washington, to participate in a Joint Purchasing Agreement with the University of Washington, Seattle, Washington, for purchase of office supplies:

WHEREAS, the State has authorized interlocal cooperation agreements between other governmental agencies or agents; and

WHEREAS, the University of Washington has awarded a contract to Keeney's Office Supply, Inc. for the purchase of office supplies; and

WHEREAS, the contract allows for the extension of the terms and conditions of the contract to Northshore School District No. 417 and other school districts to the extent permitted by law; and

WHEREAS, Northshore School District No. 417 wishes to reduce the cost of purchasing office supplies needed to support the operation of the school district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Northshore School District No. 417, King and Snohomish Counties Washington, and the University of Washington, Seattle, Washington, hereby agree as follows:

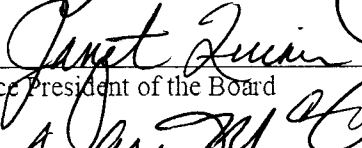
1. That an interlocal cooperative purchasing agreement be formed between Northshore School District No. 417 and the University of Washington for the purpose of purchasing office supplies.
2. That the superintendent or designee of Northshore School District No. 417 is hereby authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.
3. That Northshore School District No. 417 reserves the right to contract independently for the purchase of any items or services, with or without notice to the University of Washington.

ADOPTED by the Board of Directors at its regular meeting of September 24, 2013

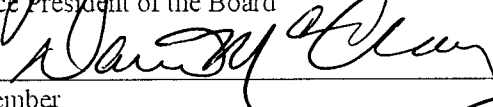
NORTHSHORE SCHOOL DISTRICT NO.417
King and Snohomish Counties, Washington



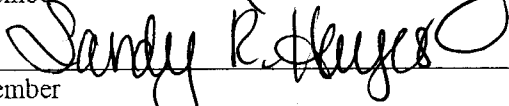
President of the Board




Vice President of the Board



Member

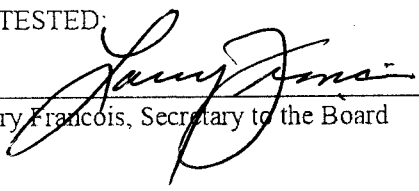


Member



Member

ATTESTED:



Larry Francois, Secretary to the Board

March 20, 2013

Minor Office Products Contract UW-10-0001

Amendment #2

This Amendment is made by and between the University of Washington, an institution of higher education hereir after referred to as University, and Keeney's Office Supply Inc.

Effective as of April 1, 2010 the parties executed Minor Office Products contract UW-10-0001. The parties agree to amend the contract as follows:

Per the terms of the contract, the University is exercising its option to extend the contract for one year to March 31, 2014.

Except as modified by this Amendment, all terms and conditions of the original contract shall remain unchanged.

Each party has caused its duly authorized representative to execute this Amendment as of the effective date.

Agreed and accepted:

University of Washington

Keeney's Office Products Inc.

By: Claudia Christensen

By: Lisa Keeney McCarthy

Name: Claudia Christensen

Name: Lisa Keeney McCarthy

Title: Procurement Manager

Title: Pres

Date: 3-21-13

Date: 3-21-2013

University of Washington

Master Contract Minor Office Products

CONTRACT NUMBER UW-10-0001

1. PARTIES

This Contract is made and entered into by and between the University of Washington, an institution of public higher education, located in Seattle, Washington, hereinafter referred to as "University", and Keeney's Office Supply Inc., located in Redmond, Washington, hereinafter referred to as "the Contractor". This Contract specifies the Terms and Conditions of THE CONTRACTOR's supplier relationship with the University and Washington Institutions of Public Higher Education, hereafter referred to WIPHE, including THE CONTRACTOR's participation in the University's web-based eProcurement system powered by Ariba Inc.

2. RECITAL

Whereas, the University conducted an open, competitive acquisition process and issued Request for Proposal UW 120409 JJW dated, December 4, 2009, Exhibit 1 hereto for the purchase of office products,

Whereas, the Contractor submitted a timely response dated, December 22, 2009, Exhibit 2 hereto and after evaluation has been determined to be a successful supplier,

Whereas, the University has determined that entering into a contract with the Contractor will meet the needs of the University and WIPHE and be in the best interest of the institutions,

Now therefore, the University hereby establishes Contract Number [xxxxxxx] with THE CONTRACTOR, in accordance with the terms and conditions stated herein.

In the event of conflict between the terms and conditions referenced in this Contract and other documents referenced herein, the following priorities shall apply:

- 1) Terms and Conditions of this Contract
- 2) Terms and Conditions of RFP UW 120409 JJW
- 3) THE CONTRACTOR's response to RFP UW 120409 JJW

3. EXHIBITS AND ATTACHMENTS RECITAL

The following is a recap of referenced exhibits and attachments:

- Exhibit 1 – RFP UW 120409 JJW and Addendum #1
- Exhibit 2 – THE CONTRACTOR response to UW 120409 JJW
- Attachment A – Discount and Rate Schedule
- Attachment B – Supplier Code of Conduct

4. SCOPE OF WORK

THE CONTRACTOR shall provide office products to the University through eProcurement and all other University approved methods of purchase. If requested by the University, THE CONTRACTOR agrees to block specific products from purchase through eProcurement. In addition to the University, THE CONTRACTOR agrees to provide products and services covered by this contract to other Washington Institutions of Public Higher Education (WIPHE), political sub-divisions and non-profits.

5. ORDERING

The University's preferred method for order placement is eProcurement. Until the contract is enabled in eProcurement, contract pricing shall be available for orders placed via other University purchasing methods. Orders under this Contract will be placed by University staff in a mutually agreeable format through eProcurement and by fax, phone, web or e-mail. THE CONTRACTOR agrees to work toward migrating current University customer's individual orders through the eProcurement system.

Members of WIPHE will issue their own purchase orders if they acquire items pursuant to this Contract and may have different administrative or delivery requirements. It will be the responsibility of the participating institution to negotiate specific clauses with THE CONTRACTOR. The modifications should not impair or substantially change this Contract.

THE CONTRACTOR will maintain orders in a computerized queue and will be processed on a first-come-first-served basis. Orders identified as emergency requests will be moved to the front of the queue. Order Acknowledgements and written quotes will reference this Contract number.

6. BACKORDERS

Backordered items will be shipped and billed against the original PO. Clients having Backorders will be notified of estimated availability dates. When available, they will also be advised of comparable alternative products. An item comparable to that ordered may only be substituted with prior approval by customer.

7. SUBSTITUTION

An item comparable to that ordered may be substituted only with customer's prior approval. Contractor will be responsible to request and document such approval.

8. RETURNS AND CREDITS:

There is no restocking fee on regular goods returned within 30 days of purchase. If return is preauthorized, there will be no return freight charges. Request authorization for returns using the online website or by contacting the contractor Customer Service staff. Returns cannot be authorized on un-salable items, unless defective. Contractor will arrange for pick up of returns.

Credits will be issued promptly for returns.

9. ADDITIONS:

Any new supplies and services accepted by the University may be added to this contract and/or substituted for discontinued items and services. New items shall meet or exceed all proposal specifications of original award. New items will only be accepted if provided at the same pricing or less than the original item.

The University recognizes that technology is rapidly changing. The University reserves the right to add any new technology to this contract in the best interest of the University. This does not preclude the University from re-bidding all or portions of this contract to facilitate significant advances in technology. New Categories or Segments may be added as rates and

processes evolve. Additions to such new areas would be added as proposed by awarded contractors on this contract with pricing structure similar to that originally bid and awarded elsewhere on this contract.

10. CATALOG CONTENT LIMITATIONS:

By code the agencies and institutions of the State of Washington are required to procure particular goods from mandatory sources and prohibited from using public monies for purchase of other goods. The Contractor shall be able to restrict, according to ordering customer, sections of its online catalog from view in order to help agencies uphold the code. Similarly, the Contractor shall be able to program its ordering system to flag restricted items and affirm that the ordering customer has received appropriate approval before releasing the items. This restriction process also applies to items offered by the vendor with pricing that doesn't meet contract discount criteria.

11. TONER CARTRIDGE RECYCLING PROGRAM:

Manufacturer cartons shall be suitable for return of expended cartridges. Contractor shall provide prepaid shipping labels for return of, or provide pick-up service for expended cartridges for which replacements were purchased on this contract.

12. CONTRACT TERM

The initial term of this Contract shall be for two (2) years from April 1, 2010 through March 31, 2012 and include a six (6) month evaluation period ending September 30, 2010. Thereafter, the contract may be extended for up to three (3) additional years in one-year increments upon mutual agreement. Said options will only be exercised upon satisfactory performance and by mutual consent of both parties.

The University will issue written notice to THE CONTRACTOR to indicate a desire to extend at least sixty (60) days prior to the expiration of the current contract term. The University reserves the right to extend the Contract on a month-to-month basis beyond the final expiration to facilitate establishment of a new contract. To the extent the contract term is extended, whether on a month-to-month basis or otherwise, the terms, conditions and pricing schedule shall remain unchanged.

13. CONTRACT CANCELLATION

Either Party may cancel the Contract in its entirety based on convenience, without penalty. In the event of such cancellation, a minimum sixty (60) day written notice shall be provided by either party.

The University reserves the right to cancel the Contract at anytime if THE CONTRACTOR's performance is, in the opinion of the University, deemed unsatisfactory. In such event, however, the University shall give written notice of documented, unsatisfactory performance, and expected remedies to be addressed within 15 days or otherwise determined by the University as reasonable. Failure of THE CONTRACTOR to respond within the permissible remedy period shall be considered a material breach of the Contract and subject to Contract termination.

Unsatisfactory performance shall include, but not be limited to: unacceptable quality of goods, errors in shipments and non-availability of items; theft; use of alcohol, drugs; disorderly conduct on University property. In the event that performance is deemed unsatisfactory, the University Purchasing Department shall provide a written detailed statement of complaint.

Three (3) letters of complaint will constitute a breach of contract and the University may, at its option, cancel the contract. The University will provide ten (10) days notice of cancellation.

The University reserves the right to exercise its option to cancel the Contract if proposed price and discount schedules are not deemed to be fair and reasonable.

14. PRICING/DISCOUNTS

THE CONTRACTOR shall furnish and deliver, the products specified in this Contract in accordance with the following and in accordance with Attachment A, Discount and Rate Schedule.

- a) Net pricing will be applied to the current manufacturer's price list for each corresponding product. Discounts set forth herein represent minimum discounts. THE CONTRACTOR reserves the right to provide the University with any special promotional offerings that incorporate discounts greater than those set forth herein and which THE CONTRACTOR extends to its customers in general. All promotional pricing shall be valid only for the duration of the promotion and shall be in accordance with the terms of the promotion. Additional products may be added to the Contract as they become available at discounts acceptable to the University.
- b) Pricing displayed on the eProcurement catalog site shall be based on THE CONTRACTOR's catalog pricing, less applicable University discounts and should include tax and special handling charges as separate line items. Prices displayed on the University's eProcurement catalog site and available via other University approved purchasing methods shall be less than the pricing available on THE CONTRACTOR's public website.
- c) Discounted pricing will be extended to any order processed through the University, regardless of source (so long as it is an approved source), web, mail, fax or phone. Upon eProcurement punch-out implementation, all pricing must be honored at time of order placement, other than data entry errors, which shall be corrected following discovery.
- d) THE CONTRACTOR shall provide the University with applicable price book/catalog in electronic format or via web-link as soon as commercially practicable prior to implementation.
- e) THE CONTRACTOR agrees to work with the University to identify those items or product categories to which deeper discounts may be applied.
- f) Notwithstanding anything herein to the contrary or based on past practices, this Contract shall be the sole purchasing vehicle for the University. As such, the terms, conditions and pricing of this Contract shall govern any sales of goods from THE CONTRACTOR to the University.

15. PRICE ADJUSTMENT

- a) Price and discount adjustments may be proposed quarterly when new price lists are published by the manufacturer. Notification must be submitted fifteen (15) days prior to proposed change. Discounts are to remain the same or can be improved throughout the term of this Contract. Exception: Price changes for paper products may be proposed as market fluctuations occur.
- b) Service Rates and fees shall not be increased during the initial term of the contract. Annually thereafter, the University will consider and evaluate proposed increases based on supporting documentation provided by THE CONTRACTOR, and allow rate and fee adjustments. The University reserves the right to reject any proposed rate and fee adjustment that it considers unwarranted.
- c) In the event the CONTRACTOR sells, in the same general quantity to any Washington State agency or political subdivision at discounts greater than those set forth in the Contract, the discounts set forth in the Contract shall be deemed modified and the improved discount substitutes.

Exception: At any given time the Contractor may offer to any Washington State agency or political subdivision, discounts greater than those offered under this contract on no more than 10% of the total number of products available under the contract.]

- d) Should Contract usage increase substantially, THE CONTRACTOR agrees to work with manufacturers to obtain improved pricing.
- e) Pricing adjustments are subject to University approval and acceptance prior to implementation.
- f) THE CONTRACTOR agrees to work with the University to identify those items or product categories to which deeper discounts may be applied.
- g) Notwithstanding anything herein to the contrary or based on past practices, this Contract shall be the sole purchasing vehicle for the University. As such, the terms, conditions and pricing of this Contract shall govern any sales of goods from THE CONTRACTOR to the University

16. NOTIFICATION OF CHANGES

THE CONTRACTOR must inform the University about any of the following conditions:

- a) Product recalls,
- b) Proposed product substitutions,
- c) Dealer back-order status,
- d) Financial or any other condition that may affect THE CONTRACTOR's ability to fulfill the terms of the Contract.
- e) Promotions or special values available from manufacturers or instituted by the Contract.

Failure to provide written notice within five (5) days of becoming aware of an aforementioned condition may result in a breach of the Contract and allow the University to pursue any and all of the remedies provided under the terms of this Contract.

17. WARRANTIES:

General. The Contractor(s) shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof, which proves to be defective or fails within the warranty period as specified.

Remanufactured Toners. The remanufactured cartridge shall not cause damage to any printer for which it is intended. A warranty shall be provided with each cartridge, guaranteeing to clean, repair or replace any part of the printer or fax machine damaged or adversely affected by the use of the remanufactured cartridge. The warranty shall also guarantee to replace, or refund the cost of any cartridge that fails to meet the requirements of this specification.

18. APPLICABLE MANUALS AND LITERATURE

If requested, THE CONTRACTOR shall provide at no cost to the University, all applicable manuals or provide on-line links, for items purchased.

19. PRODUCT CERTIFICATION

All products provided as a result of this Contract shall be:

- a) New and genuine unless labeled as remanufactured or refurbished;

- b) Provided in the manufacturer's original packaging unless otherwise requested by the University.
- c) Manufactured and sold or distributed to THE CONTRACTOR for resale in the United States.
- d) Sold to THE CONTRACTOR from legal and reputable channels, which are understood to be the manufacturer or authorized representative of the manufacturer.
- e) Legally branded and labeled in accordance with applicable Federal and State law and regulation.
- f) Produced in whole or in part shall not be by forced labor or indentured labor under penal sanction.

20. QUALITY STANDARDS

If in the opinion of the University, items ordered are deemed to be substandard in any form, the University reserves the right to reject and return such items. THE CONTRACTOR will be notified when items are being returned and shall replace the item or issue a full credit. THE CONTRACTOR shall make arrangement for returns at no charge to the University.

21. LOCAL REPRESENTATION/SALES SUPPORT

Throughout the term of this Contract, THE CONTRACTOR shall designate a local representative who is both responsible for the primary performance of the Contract and knowledgeable in the products and services covered. The representative shall meet with the University's representatives on an as-needed basis (no less than once a year) to address Contract performance issues, evaluate product inventory levels, assess equipment upgrade needs, answer questions, and provide system-related assistance as needed.

THE CONTRACTOR shall provide dedicated sales and technical support staff to meet the needs of the institutions. Such support may include: Scheduling regular days and times to meet with campus customers, providing products for display and testing, if requested by the University, handling customer complaints and identifying cost saving opportunities, participating in vendor summits and quarterly or annual reviews.

22. DELIVERY

Delivery shall be FOB destination and rates for delivery and additional services shall be in accordance with Attachment A Discounts and Rate Schedule.

THE CONTRACTOR shall promptly notifying the University of any delays or any delivery requirements that cannot be met. Exceptions to promised delivery dates must be requested and approved by the University.

Depending on the nature of the product and the location, THE CONTRACTOR may be required to arrange delivery at least 24 hours in advance. Where pre-arranged deliveries are required, unannounced deliveries may not be accepted and the University shall not be liable for fees associated with delivery delays.

THE CONTRACTOR shall be responsible for tracking all shipments and must take immediate action for late, failed or incorrect deliveries. Any products or services furnished that are defective, non-conforming or fail to meet the warranties, specifications or any provisions of orders placed pursuant to this Contract shall be rejected by the University without penalty.

23. RECYCLED "GREEN" – LEED PRODUCTS

The University is interested in supporting "green" products that use less hazardous chemicals, are safer and more environmentally preferred, reduce waste, use recycled products or materials with low and zero VOCs.

THE CONTRACTOR should structure their pricing and discount schedule to promote the purchase of "green" alternatives within the product categories. THE CONTRACTOR agrees to work with the University customers to make them aware of product selections that will earn LEED points through the purchase of green products. This may include featuring "green" products in eprocurement, hosting events to promote "green" products and providing presentations and other educational opportunities.

24. REPORTING/RECORDS

THE CONTRACTOR will provide reporting related to diversity and sustainability initiatives, to the extent requested by the University and as is mutually agreeable. Records related to this Contract shall be retained for a period of six (6) years following final Contract term. THE CONTRACTOR will provide annual management reports summarizing purchases and cost savings associated with this Contract, including

- a) Quarterly/year to date sales by product, account number, department or location
- b) Quarterly year to date fill rate performance
- c) Quarterly reports of sales of environmental/.green products sold to the University
- d) Other reports as reasonably requested by the University during the term of the agreement.

25. EPROCUREMENT IMPLEMENTATION

THE CONTRACTOR and University mutually agree that eProcurement implementation will occur following execution of this Contract by both parties. THE CONTRACTOR and University agree to exchange technical updates on a regular basis in order to monitor progress in technical, business, or policy solutions that will permit a complete eProcurement implementation.

THE CONTRACTOR commits to providing resources to work with the University to implement an Ariba punch-out eProcurement solution to meet the University's technical specifications and project milestones as mutually agreed. The University commits to providing appropriate technical specifications and resources to assist THE CONTRACTOR in the implementation. During this developmental and testing period, THE CONTRACTOR will show continued progress towards reaching full implementation by successfully meeting specific milestones or intermediate alternative capabilities established mutually by the University and THE CONTRACTOR. The University will provide THE CONTRACTOR with information regarding restrictions or pricing formats to be displayed in THE CONTRACTOR's punch-out catalog.

20 CONTRACT ADMINISTRATION FEE

Notwithstanding the foregoing, THE CONTRACTOR shall provide University eProcurement the following Contract Administration Fees (CAF):

3% net sales to the University, less returns, via all approved methods. Sales to WIPHE members or political subdivisions are not subject to a CAF.

THE CONTRACTOR shall remit on a quarterly basis the CAF based on total invoices paid the preceding quarter. Payment shall be accompanied by a detailed report of invoices paid and method of purchase. Reports shall be submitted electronically in a mutually agreed format and shall be subject to review and validation by the University. This fee is due no later than the 25th day of the month following the end of each quarter and shall be in the form of a check, annotated as Contract Administration Fee, payable to University of Washington and addressed to University eProcurement. Financial Manager,