

Tracking No. 17040092

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

Office Supplies
Piggyback City of Tamarac Contract No. 13-23R

**Contractor:
Office Depot Inc.
6600 Military Trail
Boca Raton, FL 33495
888-438-2822 Ext: 208
Loren Binko, Account Manager**

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT**

THIS CONTRACT, made and entered into by and between Office Depot Inc., 6600 Military Trail, Boca Raton, FL 33495 hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R, which was prepared in accordance with the City of Tamarac, Florida's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Office Supplies for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between the City of Tamarac, Florida and Office Depot, Inc., Contract No. 13-23R.

WHEREAS, the Contractor, in response to the Owners' request to participate in said contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R, with only those exceptions stated herein; and

WHEREAS, the City of Tamarac, Florida, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the City of Tamarac, Florida and Office Depot, Inc., Contract No. 13-23R, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Office Supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is April 18, 2017 through April 17, 2018.
 - 2.1 Upon conclusion of the initial term, the contract has the option to be renewed through October 17, 2019.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing for these services are pursuant to the Contract between the City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R, a copy thereof being attached to and made a part of this Contract.

The Owners will pay for products/service, according to the proposal pricing as included with the City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R contact, a copy thereof attached and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$350,000.00 during the contract term without approval by the City of Lincoln. The total cost of products or services for County agencies shall not exceed \$225,000.00 during the contract term without approval by the Lancaster County Board of Commissioners. The total cost of products or services for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$3,500.00 during the contract term without approval by the Board of the Public Building Commission.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the City of Tamarac, Florida shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the City of Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, Nebraska, and the City of Lincoln-Lancaster County Building Commission.
8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Office Supplies.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. City of Tamarac, Florida and Office Depot, Inc., for Office Supplies, Contract No. 13-23R
3. Tax forms

This Contract Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page
 City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**CONTRACT
Office Supplies
City of Tamarac, Florida, Contract No. 13-23R
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Office Depot, Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

See attached 'Secretary's Certificate'

Secretary Seal

Office Depot, Inc.
Name of Corporation

6600 North Military Trail Boca Raton, FL 33496
Address

By: Chris McEntee
Duly Authorized Official

Vice President
Legal Title of Official

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF OTHER TYPE OF ORGANIZATION:



IF AN INDIVIDUAL:

CHRIS MCENTEE
Name

2401 Midpoint Drive Edwardsville, IL 66111
Address

Chris McEntee
Signature

Lancaster County Signature Page

**CONTRACT
Office Supplies
City of Tamarac, Florida, Contract No. 13-23R
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Office Depot, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



OFFICE SUPPLIES (City of Tamarac):13-23R
Executive Summary

Lead Agency: City of Tamarac, FL

Solicitation: 13-23R Office Supplies for the Southeast Florida Governmental Purchasing Cooperative

RFP Issued: August 6, 2013

Pre-Proposal Date: No Pre-Proposal Conference

Response Due Date: August 21, 2013

Proposals Received: 4

Awarded to:

The City of Tamarac Department of Procurement issued RFP 13-23R on August 6, 2013, to furnish Office Supplies for the City of Tamarac and other governmental entities under the Southeast Florida Governmental Purchasing Cooperative.

Cooperative purchasing language:

Approved on September 28, 2016, Resolution No. R-2016-107, the City Commission of the City of Tamarac, FL approved agreement and authorized the appropriate city officials to execute an agreement with National Intergovernmental to mutually utilize the City of Tamarac agreement as the primary agreement for office supplies to National IPA members in the United States and other countries (Resolution No. R-2016-107, Section 3.).

Resolution No. R-2016-107, Agreement Amendment #1, 2. *The following new sections shall be added to the Agreement: "21. The Contractor and the City shall extend this Agreement to other public sector entities ("entities") within the State of Florida, including, but not limited to, agencies, school districts, universities, community colleges, counties, cities, towns, villages, and special districts. Purchases may be made under the terms and conditions of this Agreement by governmental and educational entities located outside the State of Florida."*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Sun Sentinel , Fort Lauderdale, FL
- Online Internet posting – City of Tamarac, FL

On August 21, 2013 proposals were received from the following offerors:

- Office Depot (2 Proposals)
- OfficeMax
- Staples Advantage

The City of Tamarac granted offerors the ability to include base and alternate proposals.

The proposals were evaluated by an evaluation committee member agencies of the Southeast Florida Governmental Purchasing Cooperative (City of Coral Springs, City of Tamarac, Town of Davie, and City of Greenacres). Using the evaluation criteria established in the RFP, the committee evaluated and ranked proposals based on the most advantageous with "1" being the highest ranking.

The City of Tamarac executed the agreement with a contract effective date of October 18, 2013.

Term:

Initial agreement from October 18, 2013 through October 17, 2016 with the option to renew for a three (3) year period through October 17, 2019.

Resolution No. R-2016-107, Section 2 the City Commission of the City of Tamarac, FL approved Agreement Amendment #1 exercising a three (3) year renewal option term for the period of October 18, 2016 through October 17, 2019;

Renewal Terms: October 18, 2016 through October 17, 2019.

Contract includes:

Breakroom & Cleaning Supplies, Folders, Binders & Accessories, Office Consumables (includes Art, Educational & Envelopes), Office Equipment, IT Peripherals, Paper – Other, Paper_ White, Recycled & Virgin, Toner – Original Equipment Manufacturer, Toner - Remanufactured

Pricing/Discount:

Product Category	<u>Name Brand</u> Products Discount from List Price	<u>Private Brand</u> Products Discount from List Price
Breakroom & Cleaning Supplies	48%	65%
Folders, Binders & Accessories	71%	71%
Office Consumables (Art, Educational & Envelopes)	66%	73%
Office Equipment	39%	43%
IT Peripherals	39%	50%
Paper - Other	69%	75%
Paper - White, Recycled and Virgin	85%	78%
Toner - Original Equipment Manufacturer	50%	65%
Toner - Remanufactured	65%	68%

CITY OF TAMARAC, FL

Contract 13-23R

for

Office Supplies

with

Office Depot, Inc.

Effective:

October 18, 2013 through October 17, 2019

The following documents comprise the executed contract between the City of Tamarac, FL and Office Depot, Inc., effective date 10/18/13 through 10/17/19:

- I. City of Tamarac, FL: Resolution No. R-2016-107
- II. City of Tamarac, FL: Resolution No. R-2013-110

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2016- 107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AGREEMENT AMENDMENT #1 AND EXERCISING A THREE (3) YEAR RENEWAL OPTION; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AGREEMENT AMENDMENT #1 FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, FOR THE PERIOD OF OCTOBER 18, 2016 THROUGH OCTOBER 17, 2019; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PRINCIPAL PROCUREMENT AGENCY CERTIFICATE AND NEGOTIATE AND EXECUTE A REBATE AGREEMENT WITH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONSORTIUM (NATIONAL IPA) IN THE EVENT THAT OFFICE DEPOT, INC. AND THE CITY MUTUALLY DETERMINE TO UTILIZE THE CITY OF TAMARAC AGREEMENT AS THE PRIMARY AGREEMENT FOR OFFICE SUPPLIES PROVIDED BY NATIONAL IPA TO ITS MEMBERS IN THE UNITED STATES AND OTHER COUNTRIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac has a need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

I hereby certify that this document is a true and correct copy of R2016-107 Exhibits

the original of which is on file in City Hall.
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.

This 11 day of JAN, 20 17.

[Signature]
City Clerk

WHEREAS, the current Agreement with Office Depot, Inc. includes both a primary pricing schedule and pricing awarded by the State of Florida on its Term Contract #618-000-11-1, in place through October 17, 2017 with the provision that City and the Southeast Florida Governmental Purchasing Cooperative may use the most advantageous pricing during the term of the Agreement; and

WHEREAS, the pricing provided under the State of Florida Term Contract #618-000-11-1 has been the most advantageous to the City and to the Southeast Florida Governmental Purchasing Cooperative during the original term of the Agreement; and

WHEREAS, the State of Florida has extended its Term Contract #618-000-11-1 through April 17, 2017, a copy of the current extension notice is included herein as Exhibit "1"; and

WHEREAS, the State of Florida is in the process of developing and issuing a new solicitation for a State Term Contract for Office Supplies; and

WHEREAS, in addition to the primary pricing schedule, Office Depot, Inc. has agreed to allow the City and the Southeast Florida Governmental Purchasing Cooperative to use pricing from either a new State of Florida Agreement after April 17, 2017, or pricing from the other primary pricing schedule whichever is the most advantageous to the City and the Southeast Florida Governmental Purchasing Cooperative as indicated in Agreement Amendment #1, included herein as Exhibit "2"; and

WHEREAS, Office Depot, Inc. has agreed to provide additional discounts as agreed to by the City and the members of the Southeast Florida Government Purchasing Cooperative, to the current primary pricing schedule as originally bid by Office Depot, Inc. on the City's Request for Proposal 13-23R to lower and generally match State of Florida pricing as indicated in Agreement Amendment #1, included herein as Exhibit "2"; and

WHEREAS, the National Intergovernmental Purchasing Alliance (National IPA), a national consortium, desires to potentially utilize the City's primary pricing schedule with Office Depot, Inc. as their primary national pricing model available to its members in the United States and other countries, with the City acting as the lead agency for National IPA; and

WHEREAS, the use of the Office Depot, Inc. primary pricing schedule will provide the City, the Southeast Florida Governmental Purchasing Cooperative and other agency members of National IPA with additional office supply items not available on the State of Florida Agreement with pricing discounted similar or equal to the State of Florida price discounts; and

WHEREAS, as the lead agency for the agreement, National IPA will pay the City a rebate based on contract use by their membership, an amount which has varied in recent years in the estimated range of \$60,000 and \$80,000; and

WHEREAS, if it is mutually determined by Office Depot, Inc. and the City to move forward with the primary pricing schedule, the City will be required to execute a Primary Procurement Agency Certificate and negotiate and execute a

Rebate Agreement with National IPA for the same term as the Office Depot, Inc. Agreement, a copy of said documents are included herein as Exhibit "3" and Exhibit "4" respectively; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

WHEREAS, the City Commission of the City of Tamarac finds it to be in the best interest of the City of Tamarac to approve the terms of Agreement Amendment #1 and authorize the three (3) year renewal option for the current Office Depot, Inc. Agreement originally awarded under RFP 13-23R, and to authorize the appropriate City Officials to execute Agreement Amendment #1, included herein as Exhibit "2", with Office Depot, Inc. for the purchase of Office Supplies by the City and members of the Southeast Florida Governmental Purchasing Cooperative, and to furthermore authorize the appropriate City Officials to execute the National IPA Principal Procurement Agency Certificate and negotiate and execute the Rebate Agreement with National IPA that matches the term of the renewal option stated in herein for Office Depot, Inc., included herein as Exhibit "3" and Exhibit "4" respectively to allow National IPA to utilize the City of Tamarac Agreement with Office Depot, Inc. if it is mutually determined by Office Depot, Inc. and the City to move forward with the primary pricing schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission of the City of Tamarac approves the terms of Agreement Amendment #1 and authorizes the three (3) year renewal option for the current Office Depot, Inc. Agreement originally awarded under RFP 13-23R, and authorizes the appropriate City Officials to execute Agreement Amendment #1, with Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "2", for the period of October 18, 2016 through October 17, 2019.

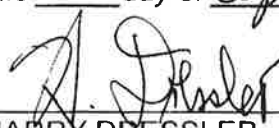
SECTION 3: The appropriate City officials are hereby authorized to execute the Principal Procurement Agency Certificate and negotiate and execute the Rebate Agreement with the National IPA cooperative, included herein as Exhibit "3" and Exhibit "4" respectively, in the event that it is mutually determined that Office Depot, Inc. and the City desire to use the City of Tamarac Agreement as the primary Office Supply Agreement for National IPA.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 28 day of September 2016.


HARRY DRESSLER
MAYOR

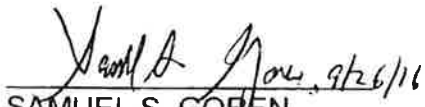
ATTEST:


PATRICIA A. TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER yes
DIST 1: COMM. BUSHNELL yes
DIST 2: COMM. GOMEZ yes
DIST 3: V/M GLASSER yes
DIST 4: COMM. PLACKO yes

I HEREBY CERTIFY that I
Have approved this
RESOLUTION as to form.


SAMUEL S. GOREN
CITY ATTORNEY

AMENDMENT NO.: 5
Office and Educational Consumables
State Term Contract No.: 618-000-11-1

This Amendment No. 5 ("Amendment"), effective as of October 18, 2016, to the State Term Contract No. 618-000-11-1 ("Contract"), between the **State of Florida, Department of Management Services** ("Department") and **[Contractor name]** ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract for the provision of Office and Educational Consumables, pursuant to Contract No. 618-000-11-1; and

WHEREAS the Contract became effective on October 18, 2010 to continue through October 17, 2013 pursuant to sections 5.0 and 6.0 of the Contract; and

WHEREAS the Contract was subsequently renewed pursuant to section 7.0 of the Contract until October 17, 2016; and

WHEREAS the Parties agree that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the incorporated General Contract Conditions of the Contract; and

WHEREAS the Parties agree to extend the Contract as provided in section 287.057(12), Florida Statutes for a period of six (6) months, effective October 18, 2016. This extension shall be terminated on April 17, 2017 or upon the execution of a new contract for Office and Educational Consumables, whichever occurs first.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

- a. As a result of a scrivener's error in Amendment #4 to Contract No. 618-000-11-1, the Amendment #4 to the Contract is being amended to renumber sections 5.14 and 5.15 to sections 12.0 and 13.0.
- b. The Contract is further amended to add the following section 14.0 of the Contract:

14.0 COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 255.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

II. Contract Extension. Pursuant to section 287.057(12), Florida Statutes, the State Term Contract No. 618-000-11-1 is extended for a period of six (6) months at the same terms and conditions, with a new contract expiration date of April 17, 2017 or upon the execution of a new contract for Office and Educational Consumables, whichever occurs first.

AMENDMENT NO.: 5
Office and Educational Consumables
State Term Contract No.: 618-000-11-1

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

Contractor:
[Contractor Name]

By: _____
Name: Ben Wolf
Title: Chief of Staff
Date:

By: _____
Name:
Title:
Date:

**AGREEMENT AMENDMENT #1
BETWEEN THE CITY OF TAMARAC
AND
OFFICE DEPOT, INC.**

The City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac, FL 33321 ("City"), and Office Depot Inc., a Delaware corporation, duly registered as a Florida Foreign Corporation, with principal offices located at 6600 Military Trail, Boca Raton, FL 33496 (the "Contractor") agree to amend the original Agreement dated October 18, 2013, to provide for office supplies pursuant to Request for Proposal Number 13-23R, as of October 18, 2016 (the "Amendment 1 Effective Date").

WHEREAS, the City and the Contractor entered into an Agreement dated October 18, 2013, awarded as a result of RFP 13-23R, entitled Office Supplies, issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (the "Agreement");

WHEREAS, both parties wish to amend the original Agreement dated October 18, 2013; said amendment to include a three (3) year renewal term; and

WHEREAS, the Contractor represents that it is currently capable of continuing to provide the necessary quantities of office supplies to the City and the Southeast Florida Governmental Purchasing Cooperative; and

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree to further amend the original agreement as follows:

1. 4) Contract Term and Renewal

Pursuant to the terms of Section 4, Contract Term and Renewal of the original Agreement dated October 18, 2013, between the City and Office Depot, Inc. and in recognition of satisfactory performance under the current term of the Agreement, the CITY hereby exercises its rights to exercise the three (3) year renewal option of the Agreement for the term October 18, 2016 through October 17, 2019, and Contractor agrees to such renewal.

This Agreement Renewal shall be effective October 18, 2016, for a period of 3 years, through October 17, 2019. In the event that an Agreement is not in place as of the termination date of this Agreement, the Agreement shall remain in effect on a month-to-month basis until terminated, but for not longer than six (6) months following the October 17, 2019 termination date

2. The following new sections shall be added to the Agreement:

"21. The Contractor and the City shall extend this Agreement to other public sector entities ("entities") within the State of Florida, including, but not limited to, agencies, school districts, universities, community colleges, counties, cities, towns, villages, and special districts. Purchases may be made under the terms and conditions of this Agreement by governmental and educational entities located outside the State of Florida.

22. In the event the City (also referred to as "Principal Procurement Agency" in material provided by National IPA) and Contractor partner with National Intergovernmental Purchasing Alliance Company ("National IPA") to offer the Agreement (also referred to as the "Master Agreement" in material distributed by National IPA) on a national basis to public agencies who register with National IPA ("Participating Agencies"). Participating Agencies that choose to access the Agreement via their participation with National IPA do not need to register with the Southeast Florida Governmental Purchasing Cooperative.

23. The Contractor shall obtain a third party firm (to be approved by the City) at no additional cost to the City to conduct external price audits for the Agreement. The third party firm will

perform a quarterly audit with a minimum of 500 items to confirm the accuracy of the discount from list price and final sell price. Specifically, the third party firm will verify that the prices offered to the City under the Agreement which are displayed on the Contractor's website are less than or equal to the discounts offered in the Agreement. The third party firm shall submit a quarterly report to the City confirming the "Price Accuracy Rate" within 15 days after the close of each quarter. The "Price Accuracy Rate" shall be calculated using the following formula: Price Accuracy Rate = the number of audited items each quarter where the net price is less than or equal to the Agreement price, divided by the number of audited items (Example: 490 items priced at or below the approved Agreement price/500 items audited = 98.0% pricing accuracy). The Contractor shall maintain a Price Accuracy Rate of 98% or greater.

At a minimum, the quarterly report will identify items not in compliance with the Agreement terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the Agreement terms. If the City deems it is in the best interest of the City, the City reserves the right to increase the frequency of the Third Party Audit."

3. Attachment A shall be deleted in its entirety and replaced with the Attachment A attached hereto.
4. Attachment A-1 shall be deleted in its entirety.

All other provisions of the Agreement shall remain in effect as written.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its City Manager, and Office Depot, Inc., signing by and through its Vice President, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC
City Clerk

9/28/16
Date

Michael C. Cerrechi
Michael C. Cerrechi, City Manager

9/28/16
Date

Approved as to form and legal sufficiency:

Samuel S. Goren
Samuel S. Goren, City Attorney

9/28/16
Date

ATTEST:

Heather Stern
(Assistant Corporate Secretary)

HEATHER STERN
Type/Print Name of Assistant Corporate Secy.

(CORPORATE SEAL)

Office Depot, Inc.
Company Name

Troy Rice
Signature of President

Chief Operating Officer

Troy Rice
Type/Print Name

September 22, 2016
Date



CORPORATE ACKNOWLEDGEMENT

STATE OF Florida : SS
COUNTY OF Palm Beach :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Troy A. Rice the Chief Operating Officer of Office Depot Inc., a Delaware Corporation, duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of September 2 2016.

[Handwritten Signature]

Signature of Notary Public
State of Florida at Large

Linda Feagin

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

ATTACHMENT A
Pricing

1. **Contract Items.** Contractor agrees to supply City a minimum 10,000 product catalog assortment as the Contract Items ("Contract Items"), at the discounts from list price set forth below. The list price on the Amendment 1 Effective Date shall mean the Quarter 3 2016 S. P. Richards list price for products. Where there is no S. P. Richards list price available, the current manufacturer's list price shall be used. If the product is a private brand product, then Contractor is considered the product manufacturer and their established, reasonable price shall be list price.

The percentage discount from list price shall remain firm for the term of the Agreement. Pricing shall remain firm for one year from the Amendment 1 Effective Date and thereafter, the Contractor may submit updated price lists for approval on a quarterly basis on January 1st, April 1st, July 1st, and October 1st of each calendar year. Such price lists updates shall go into effect following notification to City.

Sub-categories in a Product Category are attached hereto as Attachment A-1 ("Product Category and Sub-Category List").

Product Category	<u>Name Brand</u> Products Discount from List Price	<u>Private Brand</u> Products Discount from List Price
Breakroom & Cleaning Supplies	48%	65%
Folders, Binders & Accessories	71%	71%
Office Consumables (Art, Educational & Envelopes)	66%	73%
Office Equipment	39%	43%
IT Peripherals	39%	50%
Paper - Other	69%	75%
Paper - White, Recycled and Virgin	85%	78%
Toner - Original Equipment Manufacturer	50%	65%
Toner - Remanufactured	65%	68%

2. **Technology Core List.** Contractor agrees to supply those technology office products and services set forth in the list of such technology items that the parties shall agree to, and memorialize, following the Amendment 1 Effective Date (the "Technology Core List"). Prices for items on the Technology Core List will be fixed for ninety (90) day periods and updated quarterly. Those technology items that are not included as Contract Items, and which are not included in the Technology Core List, are part of this Agreement and will be priced on an individual basis.

3. **Copy and Print Core List.** Contractor agrees to supply those Copy and Print products and service set forth in Attachment A-2 attached hereto (the "Copy and Print Core List"). Prices for items on the Copy and Print Core List will be fixed for ninety (90) day periods and updated quarterly. Those Copy and Print services that are not included as Contract items, and which are not included in the Copy and Print Core List, are part of this Agreement and will be priced on an individual basis.

4. **Non-Contract Item Pricing.** Contractor may offer additional items that are not Contract Items, or included on the Technology Core List and/or the Copy and Print Core List ("Non-Contract Items"), as a convenience to Agreement users. Such Non-Contract Items shall be

available for purchase and Non-Contract Item pricing will be presented to the Customer at the point of sale or otherwise at the time of order placement.

5. Contract Items shall be clearly designated as "Contract Items" in the online catalog. Non-Contract Items shall have no designation. Individual purchasing entities may elect to exclude Non-Contract Items from the online catalog for their respective purchases.

**Attachment A-1
Product Category and Sub-Category List**

Product Category	Product Sub-Categories
Breakroom & Cleaning Supplies	Hand Sanitizer, Paper Towels, Lysol Spray, Wipes, Dusters and Facial Tissue, Wastebaskets, Safety Supplies, All Wipes, Hand Soaps, Knives, Cutters, Blades and Scrapers, Computer Dust-off, Lysol, Clorox, Windex, Air Freshener, Dust Pans, Cleaning Supplies, Cups, Spoons, Forks, Plates, Bowls and Shredder bags
Folders, Binders & Accessories	Manila File Folders, Hanging File Folders, Fastener Folder, Classification Folders, View Binders, Ring Binders, Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, File Indexes, Tabs, Tab Reinforcements, and Accessories
Office Consumables (includes Art, Educational & Envelopes)	Adhesives, Glues, Glue sticks, Adhesive Removers Appointment Books, Phone Message Books, Statement Books, Fax Message Books, 'While You Were Out' Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets Archive Boxes, Cardboard Boxes, Storage Containers Award Frames, Displays, Plaques, Certificates Badges, Badge Holders, Lanyards Batteries, Chargers, Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric) Binders, Combs, Rings, Spines Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards Calendars, Desk pads, Refills, Planners Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape Camera Film Correction Fluid, Correction Tape, Correction Pens Erasers, Dry-Erase Erasers, Chalk, Crayons Ink Pads, Refills, Stamps Labels, Label Holders Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener Markers, Highlighters Envelopes Notebooks, Notepads, Pads of Paper, Post it Notes, Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Drawers, Desktop Shelves, Extension Cords Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles Index Cards, Business Cards, Card Holders, Ledgers, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape

Product Category	Product Sub-Categories
Office Consumables (includes Art, Educational & Envelopes)	Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates Staplers, Staples, Staple Removers Tape, Tape Dispensers, Embossing Tape, Velcro Products Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches Art and Science Supplies
Office Equipment	Calculators, Easels, Pencil Sharpeners, Dividers, Carts, Hand Trucks, Hole Punches, Label Makers, Laminators, Shredders, Typewriters, Printers, Book Cases, Book Ends, Book Shelves, Chair mats, Clocks, Hooks, Lamps and Furniture
IT Peripherals	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mousepads, Camera Bags, Camera Cases Headsets, Headset Accessories, Headphones Surge Protectors, UPS Power Supply USB Drives, Flash Memory, Zip Disks IT Hardware / Software
Paper – Other	Art Paper, Construction Paper, Crepe Paper, Colored Paper, Photo Paper, Computer Paper and Specialty Paper
Paper – White, Recycled & Virgin	Paper – 20# White, Recycled and Virgin Copy Paper, minimum 92 bright
Toner – Original Equipment Manufacturer	Original Equipment Manufacturer (OEM) - Toners, Cartridges, Fusers, Kits, Drums, Ribbons and Related Accessories Brands include but are not limited to: Hewlett Packard, Dell, Lexmark, Cannon, Brother, etc.
Toner – Remanufactured	Remanufactured - Toners, Cartridges, Fusers, Kits, Drums, Ribbons, and Related Accessories

Attachment A-2
Copy and Print Core List

Office DEPOT. OfficeMax

CPD Price list 7.1.15

Item	DESCRIPTION	SUPPLIER SKU	UOM	UNIT NET PRICE	FINAL PRICE
1	BW Full Service - Number Of Impressions			Retail	
2	BW SS Letter	167060	1	\$0.10	\$0.022
3	BW SS Legal	167067	1	\$0.10	\$0.022
4	BW SS Ledger	167074	1	\$0.20	\$0.044
5	BW DS Letter	166955	1	\$0.10	\$0.020
6	BW DS Legal	167039	1	\$0.10	\$0.020
7	BW DS Ledger	167053	1	\$0.20	\$0.040
8	Full Service Color Copies			Retail	
9	Color SS Letter	166962	1	\$0.59	\$0.21
10	Color SS Legal	166990	1	\$0.59	\$0.21
11	Color SS Ledger	166997	1	\$1.18	\$0.42
12	Color DS Letter	167102	1	\$0.59	\$0.19
13	Color DS Legal	167109	1	\$0.59	\$0.19
14	Color DS Ledger	167116	1	\$1.18	\$0.38
15	Full Bleed Color Letter	464730	1	\$0.98	\$0.59
16	Full Bleed Color Ledger	464715	1	\$1.00	\$0.59
17	Hand Place Original (Per Sheet)	166913	1	\$0.25	\$0.15
18	Self Service Skus - STORE ONLY			Retail	
19	BW SS Letter	163061	1	\$0.10	\$0.022
20	BW SS Legal	162911	1	\$0.10	\$0.022
21	BW SS Ledger	163391	1	\$0.20	\$0.044
22	BW DS Letter	873905	1	\$0.20	\$0.040
23	BW DS Legal	873925	1	\$0.20	\$0.040
24	BW DS Ledger	873930	1	\$0.40	\$0.080
25	Color SS Letter	224111	1	\$0.49	\$0.21
26	Color SS Legal	224131	1	\$0.49	\$0.21
27	Color SS Ledger	224151	1	\$0.98	\$0.42
28	Color DS Letter	873940	1	\$0.49	\$0.19
29	Color DS Legal	873945	1	\$0.49	\$0.19
30	Color DS Ledger	873965	1	\$0.98	\$0.38
31	20 LB Pastel - Letter			Retail	
32	Blue	167375	1	\$0.02	\$0.015
33	Buff	167382	1	\$0.02	\$0.015
34	Goldenrod	167396	1	\$0.02	\$0.015
35	Gray	167417	1	\$0.02	\$0.015
36	Green	167438	1	\$0.02	\$0.015
37	Ivory	167459	1	\$0.02	\$0.015
38	Lilac	167515	1	\$0.02	\$0.015
39	Pink	167529	1	\$0.02	\$0.015
40	Salmon	167543	1	\$0.02	\$0.015
41	Yellow	167564	1	\$0.02	\$0.015
42	Gray	167417	1	\$0.02	\$0.015
43	Tan	167557	1	\$0.02	\$0.015
44	Cherry	167389	1	\$0.02	\$0.015
45	20 LB Pastel - Letter			Retail	
46	Blue	933987	1	\$0.02	\$0.015
47	Green	934029	1	\$0.02	\$0.015
48	Ivory	934036	1	\$0.02	\$0.015
49	Pink	933924	1	\$0.02	\$0.015

50	Yellow	933966	1	\$0.02	\$0.015
51	20 LB Pastel - Ledger			Retail	
52	Pink	208997	1	\$0.04	\$0.030
53	Lt. Blue	209039	1	\$0.04	\$0.030
54	Ivory	209053	1	\$0.04	\$0.030
55	Yellow	209067	1	\$0.04	\$0.030
56	Green	209235	1	\$0.04	\$0.030
57	24 LB Pastel - Letter			Retail	
58	Green	224767	1	\$0.02	\$0.015
59	Ivory	750627	1	\$0.02	\$0.015
60	Lilac	224794	1	\$0.02	\$0.015
61	Pink	224812	1	\$0.02	\$0.015
62	Blue	224830	1	\$0.02	\$0.015
63	Yellow	224839	1	\$0.02	\$0.015
64	24 LB Bright - Letter			Retail	
65	Cosmic Orange	167578	1	\$0.03	\$0.023
66	Pulsar Pink	167690	1	\$0.03	\$0.023
67	Gamma Green	167613	1	\$0.03	\$0.023
68	Lift-Off Lemon	167620	1	\$0.03	\$0.023
69	Lunar Blue	167655	1	\$0.03	\$0.023
70	Planetary Purple	167683	1	\$0.03	\$0.023
71	Re-Entry Red	167697	1	\$0.03	\$0.023
72	Galaxy Gold	750789	1	\$0.03	\$0.023
73	Solar Yellow	167753	1	\$0.03	\$0.023
74	Lime Green	167774	1	\$0.03	\$0.023
75	Very Violet	167802	1	\$0.03	\$0.023
76	Rocket Red	750798	1	\$0.03	\$0.023
77	Celestial Blue	750807	1	\$0.03	\$0.023
78	Fireball Fuchsia	750834	1	\$0.03	\$0.023
79	65 LB Bright - Letter			Retail	
80	Cosmic Orange	167865	1	\$0.07	\$0.053
81	Terra Green	167879	1	\$0.07	\$0.053
82	Re-Entry Red	167886	1	\$0.07	\$0.053
83	Lunar Blue	167907	1	\$0.07	\$0.053
84	Solar Yellow	167935	1	\$0.07	\$0.053
85	Bright White	168334	1	\$0.07	\$0.053
86	Stardust White	750843	1	\$0.07	\$0.053
87	Pulsar Pink	750870	1	\$0.07	\$0.053
88	67 LB Vellum - Letter			Retail	
89	White	167137	1	\$0.06	\$0.045
90	Blue	167305	1	\$0.06	\$0.045
91	Canary	167487	1	\$0.06	\$0.045
92	Green	167669	1	\$0.06	\$0.045
93	Ivory	167844	1	\$0.06	\$0.045
94	Gray	168012	1	\$0.06	\$0.045
95	Pink	225145	1	\$0.06	\$0.045
96	90 LB Bright - Letter			Retail	
97	White	168033	1	\$0.05	\$0.038
98	Blue	168068	1	\$0.05	\$0.038
99	Green	168089	1	\$0.05	\$0.038
100	Yellow	168117	1	\$0.05	\$0.038
101	Ledger 110# (limited colors)	861397	1	\$0.15	\$0.113
102	110 LB Pastel Index - Letter			Retail	
103	Blue	167193	1	\$0.06	\$0.045
104	Canary	167207	1	\$0.06	\$0.045

105	Green	167214	1	\$0.06	\$0.045
106	White	167228	1	\$0.06	\$0.045
107	Ivory	167235	1	\$0.06	\$0.045
108	Green	750906	1	\$0.06	\$0.045
109	Resume			Retail	
110	100% Cotton - Ivory 24#	168446	1	\$0.10	\$0.075
111	100% Cotton - White 24#	167165	1	\$0.10	\$0.075
112	25% Cotton Linen - White 24#	167837	1	\$0.06	\$0.045
113	25% Cotton Linen - Ivory 24#	168145	1	\$0.06	\$0.045
114	25% Cotton Business 20#	225154	1	\$0.05	\$0.038
115	25% Antique Laid 24#	225163	1	\$0.08	\$0.060
116	25% Cotton Granite 24#	225172	1	\$0.14	\$0.105
117	100% Cotton Business 32#	225190	1	\$0.14	\$0.105
118	25% Cotton Linen 32#	225217	1	\$0.12	\$0.090
119	100% Linen 32#	225226	1	\$0.16	\$0.120
120	Parchment 24#	225253	1	\$0.13	\$0.098
121	Parchment 32#	225262	1	\$0.12	\$0.090
122	Certificate/Award			Retail	
123	Silver	168362	1	\$0.50	\$0.375
124	Gold	168383	1	\$0.50	\$0.375
125	Gloss 80#			Retail	
126	80lb-Text - Letter	405319	1	\$0.05	\$0.038
127	80lb-Cover - Letter	167942	1	\$0.20	\$0.150
128	80lb-Text - Ledger	167998	1	\$0.10	\$0.075
129	80lb-Cover - Ledger	167949	1	\$0.40	\$0.300
130	Gloss 100#			Retail	
131	Digital Color Elite Gloss 100lb Text - Letter	591605	1	\$0.20	\$0.150
132	Digital Color Elite Gloss 100lb Cover - Letter	168572	1	\$0.25	\$0.188
133	100lb Text - Ledger	679875	1	\$0.40	\$0.300
134	100lb Cover - Ledger	168026	1	\$0.45	\$0.338
135	Supreme Gloss			Retail	
136	Digital Color Supreme Gloss 8pt	405347	1	\$0.15	\$0.109
137	Digital Color Supreme Gloss 10 pt	543965	1	\$0.25	\$0.184
138	Digital Color Supreme Gloss 12pt	543985	1	\$0.30	\$0.221
139	Specialty Paper			Retail	
140	Glossy Trifold Brochure	168628	1	\$0.39	\$0.293
141	Presentation Folders	167172	1	\$3.49	\$2.618
142	Glossy Greeting Cards	168593	1	\$0.40	\$0.300
143	White Greeting Card Envelope	168614	1	\$0.10	\$0.075
144	Xrx Digital Clr Prem Bus Card (10up Taped)	167179	1	\$1.00	\$0.750
145	Specialty Paper (Durable & Poly)			Retail	
146	DuraPaper	543860	1	\$0.99	\$0.74
147	Polyester Paper - Letter	543935	1	\$0.99	\$0.74
148	Polyester Paper - Tabloid	543945	1	\$1.99	\$1.49
149	Documagnet 8pt	544020	1	\$1.49	\$1.12
150	Carbonless Paper	543995	1	\$0.29	\$0.22
151	Labels			Retail	
152	Matte Labels 4Up	405270	1	\$0.74	\$0.56
153	Glossy 30-Up labels - Xerox 30-up	911120	1	\$0.85	\$0.64
154	Glossy 30-Up labels- Holiday Only	765400	1	\$1.45	\$1.09
155	Glossy CD-ROM Labels	405277	1	\$1.49	\$1.12
156	Security Paper			Retail	
157	Security/Rx Paper- Teal	750915	1	\$0.45	\$0.34
158	Security/Rx Paper - Grey	750924	1	\$0.45	\$0.34
159	Security/Rx Paper - Green	750942	1	\$0.45	\$0.34

160	Transparencies			Retail	
161	B&W - Clear	168173	1	\$0.50	\$0.38
162	Color - Clear	168180	1	\$1.49	\$1.12
163	Premium Paper			Retail	
164	28# Laser Paper	168348	1	\$0.03	\$0.020
165	Bright Paper Text	168334	1	\$0.07	\$0.053
166	Individual Sheets			Retail	
167	Color	838592	1	\$0.02	\$0.010
168	Cardstock	838608	1	\$0.08	\$0.060
169	Single Step Transfer Paper			Retail	
170	Letter Size	570658	1	\$2.89	\$2.17
171	Ledger	570669	1	\$3.89	\$2.92
172	3 Hole Paper -Letter			Retail	
173	White (SEE NOTE BELOW)	168579	1	\$0.01	\$0.001
174	BW NCR Sets Single Sided			Retail	
175	Priced Per Set			Retail	
176	2 Part NCR - Letter - White/Canary	167249	1	\$0.25	\$0.100
177	2 Part NCR - Legal - White/Canary	167263	1	\$0.25	\$0.12
178	3 Part NCR - Letter - W/C/P	167298	1	\$0.35	\$0.15
179	3 Part NCR - Legal - W/C/P	167319	1	\$0.35	\$0.17
180	4 Part NCR - Letter - W/C/P/G	167326	1	\$0.45	\$0.25
181	4 Part NCR - Legal - W/C/P/G	167333	1	\$0.45	\$0.27
182	BW NCR Sets Double Sided			Retail	
183	Priced Per Set			Retail	
184	2 Part NCR - Letter - White/Canary	743598	1	\$0.44	\$0.12
185	2 Part NCR - Legal - White/Canary	743679	1	\$0.44	\$0.14
186	3 Part NCR - Letter - W/C/P	743607	1	\$0.64	\$0.17
187	3 Part NCR - Legal - W/C/P	744012	1	\$0.64	\$0.19
188	4 Part NCR - Letter - W/C/P/G	743634	1	\$0.84	\$0.27
189	4 Part NCR - Legal - W/C/P/G	743742	1	\$0.84	\$0.29
190	Color NCR Sets Single Sided			Retail	
191	Priced Per Set			Retail	
192	2 Part NCR - Letter - White/Canary	466155	1	\$1.00	\$0.49
193	2 Part NCR - Legal - White/Canary	466195	1	\$1.00	\$0.54
194	3 Part NCR - Letter - W/C/P	466220	1	\$1.40	\$0.68
195	3 Part NCR - Legal - W/C/P	466225	1	\$1.40	\$0.73
196	4 Part NCR - Letter - W/C/P/G	466230	1	\$1.80	\$0.87
197	4 Part NCR - Legal - W/C/P/G	466265	1	\$1.80	\$0.92
198	Color NCR Sets Double Sided			Retail	
199	Priced Per Set			Retail	
200	2 Part NCR - Letter - White/Canary	743787	1	\$1.90	\$0.68
201	2 Part NCR - Legal - White/Canary	743877	1	\$1.90	\$0.73
202	3 Part NCR - Letter - W/C/P	743814	1	\$2.70	\$0.87
203	3 Part NCR - Legal - W/C/P	744129	1	\$2.70	\$0.92
204	4 Part NCR - Letter - W/C/P/G	743859	1	\$3.40	\$1.06
205	4 Part NCR - Legal - W/C/P/G	743949	1	\$3.40	\$1.11
206	Lamination			Retail	
207	Letter - 5 Mil	165828	1	\$1.49	\$1.12
208	Legal - 5 Mil	165940	1	\$1.99	\$1.49
209	Ledger - 5 Mil	166073	1	\$2.99	\$2.24
210	Letter - 10 Mil	788765	1	\$2.49	\$1.87
211	Legal - 10 Mil	790662	1	\$2.99	\$2.24
212	Ledger - 10 Mil	785426	1	\$4.99	\$3.74
213	Business Cards	166269	1	\$1.25	\$0.94
214	Luggage Tags 10 MIL	166437	1	\$2.49	\$1.87

215	Alligator Badge Clips	166570	1	\$0.49	\$0.37
216	ID Badges	166682	1	\$1.49	\$1.12
217	Stapling			Retail	
218	Hand Stapling	166927	1	\$0.10	\$0.050
219	Stapling Booklet	861747	1	\$0.35	\$0.11
220	Machine Stapling Upper Left	861775	1	\$0.02	\$0.010
221	Machine Stapling Upper Right	861803	1	\$0.02	\$0.010
222	Stapling Double Staple - Left	861810	1	\$0.05	\$0.020
223	Folding			Retail	
224	Folding Per Sheet (Machine)	861383	1	\$0.02	\$0.010
225	Folding by Hand (Per Sheet)	165926	1	\$0.10	\$0.075
226	Cutting			Retail	
227	Cutting Per Cut (Per 250 Sheets)	166773	1	\$0.75	\$0.45
228	Full Bleed Cutting	751050	1	\$3.00	\$1.50
229	Cutting - in Half	861838	1	\$0.75	\$0.35
230	Cutting - 1/3 or 1/4	861873	1	\$1.50	\$0.75
231	Hand Cutting (Per Trim, Per Sheet)	805977	1	\$0.25	\$0.100
232	Padding			Retail	
233	Custom padding	166766	1	\$0.60	\$0.45
234	Drilling			Retail	
235	3 Hole	166633	1	\$4.75	\$1.50
236	5 Hole (1000 Sheets)	114370	1	\$6.75	\$1.75
237	Custom	171274	1	\$5.00	\$3.00
238	Shrinkwrap			Retail	
239	Shrink Wrapping	166857	1	\$0.75	\$0.25
240	Slip Sheets (Includes Inserting and Paper)	466285	1	\$0.12	\$0.010
241	Tab Sets			Retail	
242	Tab Sets Bank of 5 - White	168215	1	\$0.79	\$0.59
243	Tab Sets Bank of 5 - Blue	168236	1	\$0.79	\$0.59
244	Tab Sets Bank of 5 - Gray	168243	1	\$0.79	\$0.59
245	Tab Sets Bank of 5 - White - 3 hole	168257	1	\$0.79	\$0.59
246	Tab Sets Bank of 5 - Blue - 3 hole	168299	1	\$0.79	\$0.59
247	Tab Sets Bank of 5 - Gray - 3 hole	168306	1	\$0.79	\$0.59
248	Clearview Binders			Retail	
249	1/2" Binder White	861439	1	\$2.49	\$1.49
250	1/2" Binder Black	861460	1	\$2.49	\$1.49
251	1" Binder White	861467	1	\$2.99	\$1.79
252	1" Binder Black	861502	1	\$2.99	\$1.79
253	1 1/2" Binder White	861558	1	\$3.79	\$2.27
254	1 1/2" Binder Black	861593	1	\$3.79	\$2.27
255	2" Binder White	861635	1	\$4.99	\$2.99
256	2" Binder Black	861684	1	\$4.99	\$2.99
257	3" Binder White	861705	1	\$6.99	\$4.19
258	3" Binder Black	861719	1	\$6.99	\$4.19
259	4" Binder White	805347	1	\$9.99	\$5.99
260	4" Binder Black	805356	1	\$9.99	\$5.99
261	Binding			Retail	
262	Tape Binding Black 1-100 Pages	166255	1	\$1.89	\$1.19
263	Tape Binding Gray 1-100 Pages	166283	1	\$1.89	\$1.19
264	Tape Binding Brown 1-100 Pages	166290	1	\$1.89	\$1.19
265	Tape Binding Black 101+ Pages	166318	1	\$1.99	\$1.29
266	Tape Binding Gray 101+ Pages	166325	1	\$1.99	\$1.29
267	Tape Binding Brown 101+ Pages	166346	1	\$1.99	\$1.29
268	Comb Binding 1-100 Pages Black	166367	1	\$1.89	\$1.29
269	Comb Binding 1-100 Pages White	166388	1	\$1.89	\$1.29

270	Comb Binding 1-100 Pages Blue	166395	1	\$1.89	\$1.29
271	Comb Binding 1-100 Pages Other	166409	1	\$1.89	\$1.29
272	Comb Binding 101 + Black	166423	1	\$1.99	\$1.39
273	Comb Binding 101 + Blue	166444	1	\$1.99	\$1.39
274	Comb Binding 101 + White	166479	1	\$1.99	\$1.39
275	Comb Binding 101 + Other	166486	1	\$1.99	\$1.39
276	Coil Binding 1-100 Black	166493	1	\$2.79	\$1.29
277	Coil Binding 1-100 White	166514	1	\$2.79	\$1.29
278	Coil Binding 1-100 Blue	166535	1	\$2.79	\$1.29
279	Coil Binding 1-100 Clear	166542	1	\$2.79	\$1.29
280	Coil Binding 1-100 Other	166549	1	\$2.79	\$1.29
281	Coil Binding 101 + Black	166556	1	\$3.19	\$1.39
282	Coil Binding 101 + White	166563	1	\$3.19	\$1.39
283	Coil Binding 101+ Blue	166577	1	\$3.19	\$1.39
284	Coil Binding 101 + Clear	166598	1	\$3.19	\$1.39
285	Coil Binding 101 + Other	166605	1	\$3.19	\$1.39
286	Perfect Binding (Paperback)	651525	1	\$5.99	\$1.05
287	Covers			Retail	
288	Clear Front	165989	1	\$0.59	\$0.44
289	Clear Back	165996	1	\$0.59	\$0.44
290	Plain Frosted Covers	165954	1	\$0.63	\$0.47
291	Deco Cube Frosted Covers	165975	1	\$0.99	\$0.74
292	Globe Design Frosted Covers	165982	1	\$0.99	\$0.74
293	Solid Back Black	166003	1	\$0.59	\$0.44
294	Solid Back Green	166052	1	\$0.59	\$0.44
295	Solid Back Gray	166059	1	\$0.59	\$0.44
296	Solid Back Maroon	166094	1	\$0.59	\$0.44
297	Solid Back Navy	166115	1	\$0.59	\$0.44
298	Solid Back White	166129	1	\$0.59	\$0.44
299	Linen Cover Black	166143	1	\$0.79	\$0.59
300	Linen Cover Grey	166164	1	\$0.79	\$0.59
301	Linen Cover White	166178	1	\$0.79	\$0.59
302	Regency Cover Black	166185	1	\$0.69	\$0.52
303	Regency Cover Maroon	166206	1	\$0.69	\$0.52
304	Regency Cover Navy	166220	1	\$0.69	\$0.52
305	Regency Cover White	166227	1	\$0.69	\$0.52
306	Scanning			Retail	
307	Document Scan - 1st Page	751068	1	\$2.99	\$2.24
308	Doc Scan - Each Addl Page	751095	1	\$0.25	\$0.19
309	Hand Placement Scanning (Image)	751086	1	\$2.99	\$2.24
310	CD Burn	166829	1	\$2.99	\$2.24
311	Typesetting			Retail	
312	Simple	208829	1	\$15.00	\$11.25
313	Half Page Text	208899	1	\$30.00	\$22.50
314	Full 8 5 x 11 Text	208955	1	\$60.00	\$45.00
315	File Manipulation Each Minimum Editing	166878	1	\$1.00	\$0.75
316	File Manipulation Quick Editing / File Prep	166885	1	\$0.25	\$0.19
317	Custom Services			Retail	
318	Hand Collation	166899	1	\$0.05	\$0.030
319	Slip Sheets - OD Supplied (Incl Paper and Inserting)	466285	1	\$0.12	\$0.010
320	Machine Inserting (Per Insert)	805833	1	\$0.01	\$0.005
321	Hand Inserting (Per Slipsheet)	805842	1	\$0.10	\$0.075
322	Hand Inserting (Per Envelope)	805743	1	\$0.10	\$0.075
323	Hand Affixing (Label/Stamp)	805869	1	\$0.05	\$0.038
324	Hand Place Original (Per Sheet)	166913	1	\$0.25	\$0.15

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013- 110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICIALS TO AWARD AND EXECUTE AN AGREEMENT FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE UTILIZING PRICING PROVIDED THROUGH REQUEST FOR PROPOSAL 13-23R AND BASED UPON STATE TERM CONTRACT #618-000-11-1, OR LOWER PRICING AS MAY BECOME AVAILABLE THROUGH ANY OTHER CONSORTIUM AGREEMENT, INCLUDING CONTINGENCY PRICING FOR THE PERIOD OF OCTOBER 18, 2013 THROUGH OCTOBER 17, 2016, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac has need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

WHEREAS, the City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative for the purchase of office supply needs; and

WHEREAS, twenty-six (26) governmental agencies within the Southeast Florida Governmental Purchasing Cooperative are eligible to utilize this agreement for the purchase of approximately \$2.1 million in office supplies; and

WHEREAS, the City of Tamarac formally advertised and issued Request for Proposal # 13-23R in order to obtain pricing and service capability information for vendors in the office supply marketplace, a copy of which is included herein as Exhibit "1"; and

WHEREAS three (3) firms responded to the RFP including:

Office Depot (Two (2) Proposals)

Office Max

Staples Advantage; and

WHEREAS, an evaluation team chaired by the City of Tamarac, and including the City of Coral Springs, Florida, the City of Davie Florida, and the City of Greenacres, Florida evaluated and ranked all responses to the proposal; and

WHEREAS, the proposal offerings submitted by Office Depot, Inc. were ranked by the Evaluation Committee as the most advantageous, best value overall response to the solicitation in terms of service capabilities and pricing, a copy of the proposal evaluation scores are included herein as Exhibit "2"; and

WHEREAS, based upon the evaluation of the specific pricing of the two proposals submitted by Office Depot, the proposal using pricing available on the State of Florida Term Contract #618-000-11-1 was determined to be the more competitively priced proposal of the two (2) responses received from Office

Depot to the City's Request for Proposal #13-23R, a copy of the response is included as Exhibit "3" herein; and

WHEREAS, the State of Florida only recently decided to renew Term Contract #618-000-11-1 for a one (1) year period with two (2) additional one year renewal options; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative determined that they needed contingency pricing in the event that the State of Florida does not renew the Agreement for one or more of the successive one (1) year renewal options; and

WHEREAS, staff has negotiated substantially lower pricing for the second Office Depot proposal, which will serve as back-up pricing in the event the State of Florida does not renew the Agreement for one or more of the successive one (1) year renewal options included herein as Attachment A-1 to Exhibit "4"; and

WHEREAS, Office Depot has successfully supplied the needs of the Southeast Florida Governmental Purchasing Cooperative in the past; and

WHEREAS, the proposal provides for one (1) one three year renewal option based on satisfactory performance under the Agreement; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

WHEREAS, the City Commission of the City of Tamarac finds it to be in the best interest of the City of Tamarac to authorize the appropriate City Officials to award RFP 13-23R, and execute an Agreement with Office Depot for the purchase of Office Supplies by the City and members of the Southeast Florida Governmental Purchasing Cooperative using pricing provided by Office Depot utilizing pricing available on the State of Florida Term Contract #618-000-11-1, or lower priced national consortium agreement as may become available to the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and including the contingency pricing in the event that the State of Florida does not renew Term Contract #618-000-11-1 during the three (3) year term of the City's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The appropriate City officials are hereby authorized to award Request for Proposal #13-23R to Office Depot, Inc., and to execute an Agreement with Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "4", utilizing pricing available on the State of Florida Term Contract #618-000-11-1, or lower priced national consortium agreement as may become available to the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and including the contingency pricing as Attachment A-

1 to Exhibit "4" in the event that the State of Florida does not renew Term Contract #618-000-11-1 during the three (3) year term of the City's Agreement.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 9th day of October 2013.


BETH TALABISCO
MAYOR

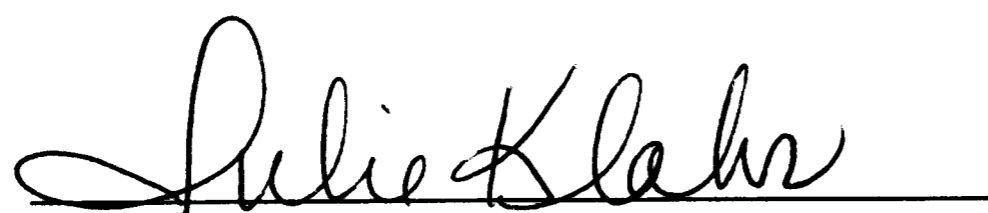
ATTEST:


PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO absent
DIST 1: COMM. BUSHNELL yes
DIST 2: COMM. GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: V/M. DRESSLER yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM


SAMUEL S. GOREN
CITY ATTORNEY

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
OFFICE DEPOT, INC.

THIS AGREEMENT is made and entered into this 18th day of October, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Office Depot, Inc., a Delaware corporation with principal offices located at 6600 North Military Trail, Boca Raton, FL 33496 (the "Contractor") to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Request for Proposal Document No. 13-23R issued August 4, 2013, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal document #13-23R as issued by the City, and the Contractor's Proposal, Request for Proposal document #13-23R as issued by the City shall take precedence over the Contractor's Proposal, with the exception of the Contractor's Exceptions Page. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

In addition to this Agreement, the City reserves the option to piggyback on Office Depot's State of Florida Office and Education Consumables Contract No. 618-000-11-1, ("State of Florida Contract") and make purchases thereunder. Should the State of Florida Contract terminate, or City otherwise elects to not make purchases under the State of Florida Contract, upon 30 days notice to Contractor, City will commence making all purchases from Contractor under this Agreement. In the event the State of Florida Contract expires or is otherwise terminated and Contractor and the State of Florida enter into a new agreement, the City may elect to piggyback on such new agreement.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative.

2.1.2 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager memorandums of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Contract Term and Renewal

This Agreement shall be effective October 18, 2013, for a period of 3 years ("Initial Term"). City and Contractor reserve the right to exercise one (1) additional 3 year agreement, subject to satisfactory performance by Contractor ("Renewal Term").

5) Contract Sum

The Contract Sum for the above work is based on the high-use pricing matrix and discounted catalog pricing provided proposed by Contractor as part of its response to Request for Proposal #13-23R.

6) Payments

Invoices are due thirty (30) days from the date of invoice. City's credit limit shall be established by Contractor, who reserves the right to lower City's credit limit or refuse to ship any orders if at any time: (a) City is delinquent in making payments

to Contract or is otherwise in breach of this Agreement; or (b) City's credit standing becomes impaired or reasonably unsatisfactory to Contractor. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

7.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 The Contractor shall pay all third-party claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

7.4 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

7.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city. Notwithstanding the foregoing, without obtaining written approval from City, Contractor shall have the right to delegate duties under this Agreement to those

subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors and customer service providers.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR
Office Depot, Inc.
6600 Military Trail
Boca Raton, FL 33496
ATTN: Jim Pollman, Vice President

With a copy to Office of the General Counsel at the same address

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

12.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. Contractor may terminate this Agreement upon

sixty (60) days written notice to the City.

13) Public Records

13.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

13.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being

prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

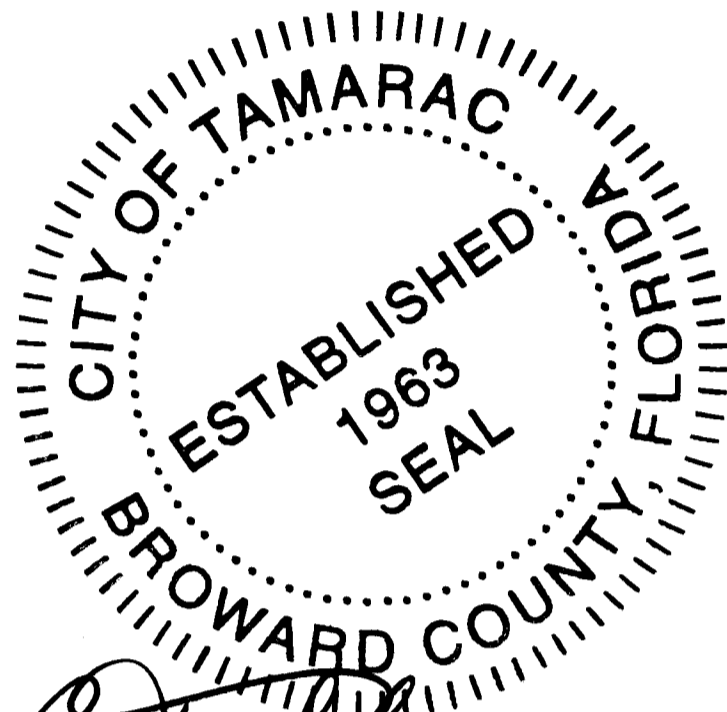
This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President duly authorized to execute same.



CITY OF TAMARAC

Beth Talabisco
Beth Talabisco, Mayor

10/15/13
Date

Michael C. Cernech
Michael C. Cernech, City Manager

10-10-13
Date

ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC

10/15/13
Date

Approved as to form and legal sufficiency:

Julie Klahr
City Attorney

10/8/13
Date

OFFICE DEPOT, INC

Jim Pollman
Signature

Vice President
Name

10-2-13
Title

10-2-13
Date



CORPORATE ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Carroll

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jim Pollman, Vice President of Office Depot, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2nd day of October, 2013

[Signature]

Signature of Notary Public
State of ~~Florida~~ at Large

Georgia

Patricia A. Goodwin

Print, Type or Stamp
Name of Notary Public



Personally known to me. or
 Produced Identification

Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

ATTACHMENT A**PRICING**

1. **THE NATIONAL PROGRAM.** City will act as a group purchasing organization and will provide Contractor with access to its members who complete the registration process as mutually agreed upon ("**Members**"). Contractor shall supply to Members those office products and services as set forth herein during the "Initial Term" (as hereinafter defined) and any "Renewal Term" (as hereinafter defined) (the "**Program**"). Members shall not resell products purchased under this Agreement. Contractor reserves the right to terminate any individual Member's participation in the Program immediately upon written notice to Member in the event such Member's participation violates the terms and conditions of this Agreement.
2. **CORE LIST PRICING.** Contractor agrees to supply to Members those office products and services as set forth in **Attachment A-1** attached hereto (the "**Core List**") at the prices set forth therein. With the exception of paper and toner/ink items, Core List pricing will be held firm for two (2) calendar quarters from the Effective Date and thereafter will be updated on a semi-annual basis. Pricing for paper and toner/ink items on the Core List will fluctuate with market conditions. Upon request, and when available, Office Depot shall provide Company with manufacturer documentation to verify that paper and toner/ink price adjustments are being appropriately passed through to Members. Office Depot will meet with Company on an annual basis (or as otherwise necessary) during the Initial Term and any Renewal Term to review the products and services on the Core List. In addition, the products and services on the Core List, and the prices thereof, may be updated from time to time upon notification by Office Depot to Company (including via e-mail).
3. **NON-CORE ITEM PRICING.** Items not on the Core List ("**Non-Core Items**"), but which are identified in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order ("**BSD Catalog**"), will be priced at the discounts off of list price: General Office Supplies 70%, Ink & Toner 30%, Paper 70%, Balance of Catalog 20%, exclusive of bulk pricing discounts or other specials. BSD Catalog pricing will be updated each calendar quarter. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (1) products in the following categories (as such categories are identified on www.officedepot.com): Technology, Custom Printing, Breakroom Supplies, Food and Beverage, Copy and Print Services, Promotional

Products, Gift Cards, and Warranties, and (2) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "**Excluded Categories**"). Excluded Categories, as well as Non-Core Items that are not identified in the BSD Catalog, shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to Company at the point of sale or otherwise at the time of order placement.

4. **PARTICIPATION**. In order to receive the Program pricing offered hereunder, Members will be responsible for registering for the Program by accessing the online registration to be established by Office Depot during implementation of the Program. Members shall provide Office Depot with all information reasonably required by Office Depot to facilitate shipment and billing of any items purchased.

ATTACHMENT A-1

Sku	Item Description	U/M	Unit Price
167263	2 Part NCR form - Legal - White/Canary	EA	\$0.07
478123	Paper, 8.5X11 SALMON 500-CT	RM	\$3.69
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	\$0.76
343731	BATTERY,9V,ALKA,ENERGIZER,2/PK	PK	\$3.66
445511	BATTERY,AAA,ENERGIZER,24/BX	BX	\$5.55
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$9.11
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$13.44
702973	BATTERY,ENERGIZER,E2,AA,8/PK	PK	\$7.69
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	\$8.28
718416	BATTERY,LITHIUM AAA,4PK	PK	\$3.94
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	\$5.28
696542	BATTERY,SIZE C,ALKALINE,BOX 12	BX	\$5.79
696559	BATTERY,SIZE D,1.5V,ALK,12BX	BX	\$6.89
273190	BINDER,3-RING,VUE,2",BLACK	EA	\$2.71
200832	BINDER,LASER,DATA,PRSRBD,BLU	EA	\$3.34
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	\$1.27
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	\$1.47
494146	BINDER,OVERLAY,CLEAR,3",BLK	EA	\$2.04
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	\$2.59
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT.	EA	\$2.95
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	\$1.68
882260	BINDER,VIEW,WJ,LT,LRR,1",BLK	EA	\$1.80
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	\$0.88
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	\$2.04
725163	BOOK,COMP,WR,100S,3PK	PK	\$1.73
765798	BOOK,MEMO,WRBND,TOP,CR,60S,12	DZ	\$1.67
255760	BOOK,MONEY RCPT,2.75X7.25,3PT	EA	\$8.39
352016	BOX,LTR/LGL,OD QUICK SETUP,4PK	PK	\$4.99
397140	BOX,QUICK/STR,LTR/LGL,4/CT	CT	\$10.09
199570	BOX,STOR,ECON LETTER/LEG	CT	\$17.07
911633	BOX,STORAGE,PLAS,44QT,PURPLE	EA	\$6.29
911642	BOX,STORAGE,PLASTIC,44QT,BLUE	EA	\$6.29
486878	CARD,INDEX,BLANK,4X6,CAN,100PK	PK	\$0.80
699850	CARD,TIME,F/PTR-4000	PK	\$4.79
295223	CARTRIDGE,HP LJ Q7553A,BLACK	EA	\$71.99
992280	CARTRIDGE,HP,LJ,4250/4350	EA	\$134.99
169771	CARTRIDGE,INK,BLK,51645A	EA	\$28.97
352871	CARTRIDGE,INK,BLK,C4844A	EA	\$30.69
419672	CARTRIDGE,INK,HP #56,BLACK	EA	\$19.99
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	\$31.99
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	\$30.69
986952	CARTRIDGE,INKJET,HP 88 XL,BLK	EA	\$35.86

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812808	CARTRIDGE,INKJET,HP 98,BLACK	EA	\$19.89
154414	CARTRIDGE,LASER,Q2612A	EA	\$62.99
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	\$160.99
977952	CARTRIDGE,LASERJET,Q6470A,BLK	EA	\$118.99
727381	CARTRIDGE,PRINT,C7115A,HP	EA	\$62.99
332629	CD-R,80MIN,SPINDLE,50PK	PK	\$7.11
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	\$12.89
650725	CD-R,SPINDLE,TDK,100/PK	PK	\$12.35
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	\$3.79
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	\$1.66
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	\$2.10
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	\$2.10
143197	COVER,DOCUMENT,6CT,NAVY	PK	\$2.79
143162	COVER,DOCUMENT,6PK,BLACK	PK	\$2.79
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	\$3.29
698860	COVER,PORTFOLIO,11.75X9.5,RED	BX	\$3.29
326901	CREAMER,COFFEEMATE,50CT,FR VAN	BX	\$3.69
326921	CREAMER,COFFEEMATE,50CT,REG	BX	\$3.69
223970	CUP,4OZ,CONE,WATER,200PK,WHT	PK	\$1.83
724461	CUP,HOT,PERFECTOUCH,12OZ,25/SL	PK	\$2.14
574698	DIVIDER,A-Z,OD,LEATHER,BLACK	ST	\$0.92
553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	\$1.03
553848	DIVIDER,LEGAL,A-Z,1 SET,WHITE	ST	\$1.03
110154	DIVIDER,TABBING,PRINT,80SETS	PK	\$1.91
569502	DRIVE,USB,4GB,TWIST TURN	EA	\$4.90
158265	DVD-R,SPINDLE,TDK,100/PK	PK	\$14.76
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	\$16.61
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	\$4.81
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	\$6.89
560941	ENVELOPE,CD,50PK,WHITE	PK	\$1.17
330920	ENVELOPE,CLASP,10X15,100BX	BX	\$5.69
330840	ENVELOPE,CLASP,28LB,#93,100BX	BX	\$4.39
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	\$4.79
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	\$4.41
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	\$2.99
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	\$3.85
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	\$7.99
307512	ERASER,DRY ERASE,EXPO	EA	\$1.19
402139	FILE,STOR,LTR/LGL,ECONO,12/CT	CT	\$11.04
940379	FILE,STORAGE,10.5X4.5X24L	EA	\$5.19
940411	FILE,STORAGE,6X9.5X23.25	EA	\$5.19
307959	FOLDER,CLASS,LETTER,2DIV	EA	\$0.79
304571	FOLDER,CLASS,LTR,2/5 1DIV,MLA	BX	\$7.90
500181	FOLDER,CLASS,LTR,2/5,1DIV,GRN	EA	\$0.79
488684	FOLDER,CLASS,LTR,2/5,2-DIV,GRN	EA	\$0.91
803734	FOLDER,CLASS,LTR,2DIV,5PK,BLUE	PK	\$4.34
919617	FOLDER,CLSF,1-DIV,LTR,4PRT,RED	EA	\$0.79
210617	FOLDER,ENDTAB,LTR,100BX,MNLA	BX	\$6.97

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315630	FOLDER,FILE,LGL,1/3 CUT,MAN	BX	\$5.69
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	\$9.86
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	\$4.37
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	\$4.17
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	\$3.42
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	\$3.14
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	\$4.92
102236	FOLDER,LGL,2 FASTENERS,11PT	BX	\$11.43
937649	FOLDER,LGL,2PLY,MANILA.	BX	\$9.98
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$3.61
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$4.56
316471	FOLDER,REINF TB,LTR,100BX,MNLA	BX	\$6.53
936195	FOLDERS,CLASS,4SEC,LTR,RD/BN	EA	\$2.03
524017	FRAME,DELUXE,WOOD,11"X8.5"	EA	\$2.25
490304	FRAME,DOC,PLST,8.5X11,CRAN/BLK	EA	\$2.79
990361	FRAME,DOC,VENICE,8.5X11,MAH/BK	EA	\$4.09
451225	FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	\$2.51
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	\$2.69
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$2.80
525072	HIGHLIGHTER,ACCENT,12/PK,YLW	DZ	\$6.99
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	\$4.19
708586	HIGHLIGHTER,MAJ ACCENT,ASTD,DZ	DZ	\$4.19
470211	INDEX,11X8.5,1-15TAB,MULTICLR	ST	\$1.45
440520	INK CARTRIDGE,96,BLACK,HP	EA	\$28.19
440288	INK CARTRIDGE,BLACK,94,HP	EA	\$19.85
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	\$23.29
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	\$32.09
115743	INK,HP 45A,TWIN PACK,BLACK	PK	\$56.58
450390	Ink,HP 60,Black	EA	\$12.39
840908	INK,HP 74,BLACK	EA	\$12.49
842133	INK,HP 74XL,HIGH YIELD,BLACK	EA	\$33.30
715395	INK,HP 920,BLACK	EA	\$16.35
824690	INK,HP 940,BLACK	EA	\$21.29
112999	INK,HP 96,TWIN PACK,BLACK	PK	\$53.79
961679	INK,HP 96/97,COMBO,BLACK/COLOR	PK	\$59.59
108687	INK,HP 97,TWIN PACK,TRI-COLOR	PK	\$65.09
108540	INK,HP 98,TWIN PACK,BLACK	PK	\$37.39
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$5.41
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	\$3.76
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	\$14.99
916460	LABEL,LSR,ADDR,WHT,750CT	PK	\$4.49
753313	LABEL,SHIPPING,RL,2.5X4	RL	\$10.45
108951	LAMP,ENX,APOLLO	EA	\$11.90
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	\$5.65
654521	LYSOL SPRAY,LINEN SCENT,19OZ	EA	\$5.65
525000	MARKER,PERM,SHARPI,FN,12PK,BLK	DZ	\$11.39
451898	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	\$5.49
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	\$5.49

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203356	MARKER, SHARPIE, FINE, DZ, RED	DZ	\$5.49
162370	MONEY/RENT RECEIPT BK 2PT	EA	\$0.89
162354	MONEY/RENT RECEIPT BK 3PT	EA	\$2.77
436857	MONEY/RENT RECEIPT SPIRAL	EA	\$2.52
869832	MRKR, EXPO2, DE, CHSL PT, 4PK, ASTD	PK	\$4.19
204164	MRKR, SET, D/ERS, 8CLR	ST	\$5.47
172510	NOTE, CANARY, YELLOW, 3x3, 12PACK	PK	\$7.49
442306	NOTE, OD, 1.5"X2", 12PK, YELLOW	PK	\$0.23
442369	NOTE, OD, 3" X 3", 18/PK, ASTD	PK	\$0.90
420994	NOTE, OD, 3" X 3", 18/PK, YELLOW	PK	\$0.86
443296	NOTE, OD, 3"X5", 12PK, YELLOW	PK	\$0.95
504808	NOTE, PST-IT, SSTCKY, 4X6, 5PK, YEL	PK	\$6.79
843877	NOTES, POPUP, OD, 12PK, BRIGHT	PK	\$1.09
422588	NOTES, SELF STICK, RCY, 18PK, YLW	PK	\$0.95
843796	NOTES, SELF-STICK, OD, 12PK, DEEP	PK	\$0.98
717061	PAD, FINGERPRINT, (1000 PRINTS)	EA	\$2.42
534904	PAD, GLUETOP, 5X8, 50 SHT, DZ, WHT	DZ	\$1.87
268091	PAD, GUM, 8.5X11, OD, WHT, LGL RLD	DZ	\$3.77
480675	PAD, OD GRN, LTTR, 6PK, 8.5X11, WHT	PK	\$2.41
307397	PAD, PERF, 5X8, CAN, LGL, RLD, 12PK	DZ	\$1.87
306902	PAD, PERF, 5X8, LGL, WHT, RLD, 12PK	DZ	\$1.87
305706	PAD, PERF, 8.5X11, OD, 12PK, LGL RL	DZ	\$3.99
305466	PAD, PERF, 8.5X11, OD, LGL RLD, 12P	DZ	\$3.99
307389	PAD, STENO, 6X9, GREGG, DOZ, 70SHT	DZ	\$4.09
108862	PAPER ROLL, 2-1/4X130, SNGL PLY	PK	\$2.35
420935	PAPER, ASTRO, LTR, SLR YEL	RM	\$5.49
727641	PAPER, COLOR COPY, 11", 8RM	CA	\$43.68
343454	PAPER, COLOR, COPY, 8.5x11, 28#	RM	\$5.69
813212	PAPER, COMP, 14-7/8X11, GREEN BAR	CA	\$19.21
345637	PAPER, COPIER, 20#, LTR, BLU, 500SH	RM	\$3.69
478156	PAPER, COPY, 500-CT, 8.5X11, LILAC	RM	\$3.69
348037	PAPER, COPY, 8.5X11, 104 BRT, BOND	CA	\$26.99
345645	PAPER, COPY, 8.5X11, 5M/CT, GRN	RM	\$3.69
345686	PAPER, COPY, 8.5X11, GRD, 5M/CT	RM	\$3.69
345652	PAPER, COPY, 8.5X11, PNK, 5M/CT	RM	\$3.69
345660	PAPER, COPY, 8.5X11, YEL, 5M/CT	RM	\$3.69
675041	PAPER, COPY, ASTRO, LUNAR BLUE	RM	\$5.49
940650	PAPER, CPY, RCY, 8.5X11, 20#, 104BR	CA	\$29.99

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347005	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	\$30.99
255888	PAPER,LASER PRINT,3 HP,WHITE	RM	\$4.99
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	\$4.29
680017	PAPER,LTR,20#,RECY,MULTI	CA	\$34.99
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	\$29.99
940593	PAPER,MULTIPURP,11",20#,108 BR	CA	\$29.99
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	\$7.99
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	\$1.08
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	\$1.08
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	\$4.39
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	\$4.39
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	\$5.79
524928	PEN,BP,RT,MED,FLXGRIP,12PK,BLU	DZ	\$5.79
811950	PEN,CLIC,STIC,BIC,BLACK	DZ	\$2.71
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	\$8.29
525120	PEN,GEL,RT,UNI-BALL,7MM,DZ,BLU	DZ	\$9.99
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	\$1.10
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	\$1.10
479608	PEN,RET,BP,1.0MM,12/PK,BLK	DZ	\$1.37
479560	PEN,RET,BP,1.0MM,12/PK,BLUE	DZ	\$1.37
790761	PEN,RETRACT,G-2,BK,FN	DZ	\$8.19
790801	PEN,RETRACT,G-2,FN,BLUE	DZ	\$8.19
152320	PEN,RETRACTABLE,MED,DZ,BLACK	DZ	\$7.83
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	\$2.30
733601	PENCIL,#2,OD,72/BX	BX	\$2.79
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	\$1.01
917281	POCKET,FILE,LETTER,5.25" CAP	BX	\$4.78
808584	POCKET,FILE,LGL,5.25IN,STRT,RR	BX	\$5.63
371761	POCKET,FILE,LTR,3.5,EXP	EA	\$1.20
937979	POCKET,LGL,MLA,STRCUT,DBL	EA	\$1.06
681114	PORTFOLIO,2PKT,3PRONG,ASST COLORS	EA	\$0.13
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	\$3.49
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	\$4.29
535704	POUCH,LAMINATING,LETTER SIZE	PK	\$2.42
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	\$4.09
207779	PRINT CARTRIDGE,FAX,PC201	EA	\$18.99
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	\$1.59
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	\$2.78
513088	REEL,CARD,ID,2/PK	PK	\$0.39
411033	REFILL,PAD,POP N JOT,12PK	PK	\$7.99
480061	RIBBON,ML100,SERIES/320/321	EA	\$7.49
909663	RUBBERBAND,SIZE 19,1LB	BX	\$2.99

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625966	SANITIZER,HND,PURL,1000ML	EA	\$8.29
375675	SCISSORS,FSK,STRT,LH/RH,8",ORN	PR	\$2.63
908996	SHARPENER,PENCIL,MODEL,KS	EA	\$6.19
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	\$8.92
221051	STAPLE,1/4",15-25 SHT,5000BX	BX	\$1.47
908194	STAPLER,DESK,STD,FULL,BLACK	EA	\$4.12
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	\$2.39
549014	STAPLER,ELECTRIC,BLACK	EA	\$18.62
432255	STAPLES,STANDARD,5 PACK	PK	\$1.65
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	\$2.25
479596	TAPE,BLACK ON WHITE,2PK	EA	\$11.89
576481	TAPE,CORRECTION,2PK,WHITE	PK	\$0.87
699459	TAPE,CORRECTION,6PK,ASTD	PK	\$3.19
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	\$2.89
166702	TAPE,CORRECTION,MONO	EA	\$1.15
369589	TAPE,CORRECTION,MONO RETRO,4PK	PK	\$4.27
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	\$2.26
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	\$3.61
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	\$2.14
277294	TAPE,LABELER,BLK ON WHT,1/2IN	EA	\$4.15
239400	TAPE,LETTERING,.5",BLACK/WHITE	EA	\$6.45
239384	TAPE,LETTERING,PT340/PT540	EA	\$7.89
301366	TAPE,MASKING,1"X60 YDS,3M	EA	\$3.39
489461	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	\$12.99
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	\$11.99
432847	TONER,10A,SMART PRINT	EA	\$124.99
463865	TONER,HP 36A,BLACK	EA	\$62.99
114756	TONER,HP 51A,LASERJET,BLACK	EA	\$116.99
878270	TONER,HP CE505A,BLACK	EA	\$70.99
970568	TONER,LASER,BROTHER TN350BLK	EA	\$41.99
808256	TONER,LJ 2100 SERIES,96A	EA	\$103.99
997541	TONER,MFC8300,TN430,STD	EA	\$39.99
776184	TONER,Q5949A,HP,BLK	EA	\$73.99
286934	TONER,ULTRA PRECISE,27X	EA	\$131.99
656368	TOTE,FILE,LRG,LETTER/LEGAL,BLUE	EA	\$4.22
564070	TYLENOL,EXTRA-STRENGTH,50/BOX	BX	\$8.04
992289	WALLET,PART,6-PKT,14.75X9.5,LL	EA	\$2.22
405475	WIPES,CLOROX,75CT,LAVENDAR	EA	\$4.87
821808	WIPES,DISINFECTANT,CLOROX	EA	\$4.55
984560	WIPES,DISINFECTING,CLOROX	EA	\$4.57
939760	WIPES,LYSOL SNTZNG,SPRNG,80CT	EA	\$4.49
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	\$4.49