

## AMENDMENT TO CONTRACT

Office and Education Consumables, State of Florida, Department of Management Services,  
Contract 618-000-11-1  
City of Lincoln/Lancaster County/Lincoln-Lancaster County  
Public Building Commission  
Renewal

This Amendment is hereby entered into by and between **Office Depot, Inc. 6600 North Military Trail, Boca Raton, FL 33496** (hereinafter "Contractor") and the **City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission** (hereinafter "Owners"), for the purpose of amending Executive Order No. 86853, dated February 3, 2014, (the "Contract") and County Contract C-14-0075, dated February 6, 2014, and for **Office and Education Consumables, State of Florida, Department of Management Services, Contract 618-000-11-1**, which is made a part hereof by this reference.

WHEREAS, the original term of the contract began February 11, 2014 through October 17, 2014.

WHEREAS, the parties wish to renew the contract for an additional one (1) year term beginning October 18, 2014 through October 17, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$350,000.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$250,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$3,000.00 per year without approval by the Public Building Commission.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the contract, under Executive Order No. 86853 and County Contract C-14-0075, and stated herein the parties agree as follows:

- 1) The contract shall be renewed for an additional one (1) year term beginning October 18, 2014 through October 17, 2015.
- 2) The estimated expenditures for City Departments for the term of this extension shall not exceed \$350,000.00 without prior approval by the City of Lincoln.
- 3) The estimated expenditures for Lancaster County Departments for the term of this extension shall not exceed \$250,000.00 per year without approval by the Lancaster County Board.
- 4) The estimated expenditures for Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$3,000.00 per year without approval by the Public Building Commission.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

**IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.**

Lancaster County Board of Commissioners Signatures

Executed this 9<sup>th</sup> day of December, 2014  
[Signature]  
[Signature]  
[Signature]  
Amundson Absent  
Hudkins Absent

Executed this 9<sup>th</sup> day of December, 2014

[Signature]  
 Lancaster County Attorney

City of Lincoln

Executed this 25<sup>th</sup> day of Nov., 2014

[Signature]  
 Chris Beutler, Mayor

Approved by Executive Order No. 87730

[Signature]  
 Lincoln-Lancaster County Public Building Commission

[Signature]  
 Public Building Commission Attorney

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

<b>Company Name: (PLEASE PRINT)</b>	Office Depot, Inc.
<b>By:</b>	<u>Chris McEntee</u>
<b>By:</b>	<u>CHRIS M'ENTEE</u>
<b>Title:</b>	<u>Regional Vice President</u>
<b>Company Address:</b>	6600 North Military Trail, Boca Raton, FL 33496
<b>Company Phone &amp; Fax:</b>	561-438-4800
<b>E-Mail Address:</b>	loren.binko@officedepot.com
<b>Contact Person for Orders or Service:</b>	Loren Binko
<b>Phone Number:</b>	888-438-2822



**AMENDMENT NO.: 4**  
**FINAL RENEWAL**  
Office and Educational Consumables  
Contract No.: 618-000-11-1

This Amendment No. 4 ("Amendment"), is effective upon execution to Office and Educational Consumables No. 618-000-11-1 ("Contract") between the State of Florida, Department of Management Services ("Department") and Office Depot, Inc. ("Contractor"). The Department and 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 entered into a Contract with Office Depot, Inc. on October 18, 2010, which was renewed for one year effective October 17, 2013 and is scheduled to expire on October 17, 2014; and

WHEREAS the Parties agree to renew the Contract, in accordance with its terms; and

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:

**1.0 Contract Renewal.** Pursuant to section 4.26, the Contract is renewed for a period of two years effective October 17, 2014 and will expire October 17, 2018.

**2.0 Contract Amendment.** Pursuant to section 4.42, Paragraphs 5.14 and 5.15 are added to this Contract as follows:

**" 5.14 Scrutinized Company List**

Pursuant to subsection 287.135(5), F.S., by submitting a response to a procurement to which this clause is attached or by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

Pursuant to subsection 287.135(3)(b), F.S., Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

**5.15 Contractor - Public Records**

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department 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 from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1)."

- 3.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
- 4.0 **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.
- 5.0 **Scrutinized Companies.** Contractor certifies that it is not listed on either the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list".
- 6.0 **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.
- 7.0 **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 8.0 **Entire Agreement.** Except as expressly modified by this Amendment, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the Parties. This Amendment and the Contract (including any written amendments thereto), collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida, Department of Management Services:

By: *Kelley J. Scott*

Name: Kelley J. Scott

Title: Director of State Purchasing and Chief Procurement Officer

Date: 10/10/14

Office Depot, Inc.:

By: *Jim Pollman*

Name: Jim Pollman

Title: Vice President

Date: 10/10/14



EO  
86853

**RECEIVED**

C-14-0075  
FEB 06 2014

LANCASTER COUNTY  
CLERK

**RECEIVED**

13110057

M14-70690  
FEB 18 2014

CITY  
ATTORNEY

**CONTRACT DOCUMENTS**

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

Office and Education Consumables  
State of Florida, Dept. of Management Services  
Contract 618-000-11-1

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496  
561-438-4800

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

THIS CONTRACT, made and entered into by and between Office Depot, Inc., 6600 North Military Trail, Boca Raton, FL 33496 hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the 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 State of Florida, Department of Management Services and Office Depot, Inc. - Contract 618-000-11-1 for Office and Educational Consumables, which was prepared in accordance with the State of Florida's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide Office and Educational Consumables 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 State of Florida, Department of Management Services and Office Depot, Inc., Contract 618-000-11-1, executed by the State of Florida on October 18, 2010.

WHEREAS, the Contractor, in response to the Owners' request to participate in said State of Florida contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Florida, with only those exceptions stated herein; and

WHEREAS, the State of 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 contract between the State of Florida, Department of Management Services and Office Depot, Inc., Contract 618-000-11-1, executed October 18, 2010, 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 document shredding services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. This Contract shall be effective upon execution by both parties through October 17, 2014 with the option of two (2) additional one (1) year renewals.

3. Pricing. Pricing for these services will be pursuant the State of Florida, Department of Management Services, Contract 618-000-11-1 including all amendments executed October 18, 2010, a copy thereof current as of the Effective Date being attached to 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 County agencies shall not exceed \$250,000.00 during the Contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$350,000.00 during the Contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$3,000.00 during the Contract term without approval by the Board of the Public Building Commission.**

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, Lincoln-Lancaster County Public Building Commission, and Lancaster County), 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 direct 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, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon Sixty (60) 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 services.
    - 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. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

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

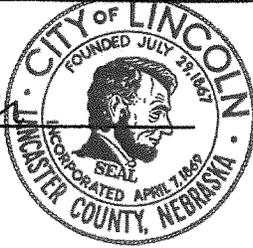
1. Contract Agreement
2. State of Florida, Department of Management Services Contract 618-000-11-1
3. Amendments

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.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:  
Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Mayor

Approved by Executive Order 86853

Dated 2-3-14

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:  
[Signature]  
Public Building Commission Attorney

[Signature]  
Chairperson, Public Building Commission

Dated 1/21/14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

[Signature]  
County Law

The Board of County Commissioners of  
Lancaster, Nebraska

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated 2/11/14

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

ATTEST:

See Attached Seal (SEAL)  
Secretary



Office Depot, Inc.  
Name of Corporation

6600 N. Military Trail, Boca Raton, FL 33496  
(Address)

By: Chris McEater  
Duly Authorized Official

VP  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

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

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

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# Office DEPOT.

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## OFFICE DEPOT, INC.

### ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Jennifer L. Leong, hereby certifies that she is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, she is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

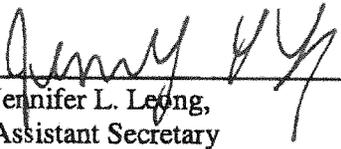
1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Christopher P. McEntee serves as Vice President, Business Solutions, and as such he is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand as of this 1<sup>st</sup> day of April, 2011.



OFFICE DEPOT, INC.

By:   
Jennifer L. Leong,  
Assistant Secretary



Office & Educational Consumables  
Executive Summary

**Lead Agency:** State of Florida  
**RFP Issued:** March 31, 2010  
**Date Open:** May 28, 2010

**Solicitation:** 618-001-10-1  
**Pre-Proposal Date:** April 26, 2010  
**Proposals Received:** 9

**Awarded to:**

**Office  
DEPOT**

The State of Florida Division of State Purchasing, Department of Management Services partnered with Accenture LLP and began the solicitation process in January 2010. The solicitation was issued March 31, 2010 for Office & Educational Consumables, which includes office supplies and equipment, paper, and toner.

The solicitation included cooperative purchasing language in Sections 1.4 and 4.43:

*1.4 Eligible Users*

All Florida government and educational entities are considered Eligible Users of the Office and Educational Consumables State Term Contract. This includes all State agencies, school districts, universities, community colleges, counties, cities, towns, villages, special districts, and other entities approved by the Department. With the consent of the successful Respondent(s), purchases may also be made under the terms and conditions of this solicitation by governmental and educational entities located outside the State of Florida. Appropriate governmental and educational entities purchasing laws, rules, and regulations shall apply to purchases made under this contract...

*4.43 Cooperative Purchasing*

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser...

Notice of the solicitation was sent to potential offerors, and advertised on the MyFlorida.com website.

On May 28, 2010, proposals were received from the following offerors:

Apex Office Products  
Capital Office Products  
Deanne's Office & Computer Supply  
Gulf Coast Office Products  
Leitz & Reed Office Products

Office Depot BSD  
 Office Max  
 Staples Advantage  
 Total Office Products

The proposals were evaluated by an evaluation committee via public meeting on June 18, 2010. Using the evaluation criteria stated in the solicitation, the committee developed a list of the top ranked proposals and invited the firms to participate in negotiation. Following four rounds of negotiation sessions via public meeting, a request for best and final offers was due August 10, 2010. A public meeting to recommend award was held August 12, 2010 and an Intent to Award was posted August 23, 2010.

The State of Florida executed State Term Contract No. 618-000-11-1 with Office Depot on August 27, 2010 to be implemented October 18, 2010.

National IPA partnered with the State of Florida to offer the program nationally pursuant to Section 4.43 Cooperative Purchasing (cited above) effective December 10, 2010.



Contract includes: Office supplies and equipment, educational supplies, paper and toner.

Term:

Initial three year agreement effective October 18, 2010, with option to renew for three (3) additional one-year periods, through October 17, 2016.

Pricing/Discount:

<b>Product Category</b>	<b>National Brand Core</b>	<b>National Brand Non-Core</b>	<b>Generic/Private Brand Core</b>	<b>Generic/Private Brand Non-Core</b>
Consumables	66%	66%	79%	79%
Folders, Binders & Accessories	70%	70%	75%	75%
Toner HP	35%	35%	-	-
Toner - Non HP	32%	32%	61%	61%
Toner Reman	-	63%	63%	63%
IT Peripherals	34%	34%	32%	32%
Breakroom & Cleaning Supplies	40%	40%	55%	55%
Equipment	30%	30%	36%	36%
Paper - 20# White Recycled and Virgin	-	-	79%	79%
Paper - Other	-	60%	71%	71%

Delivery:

Desktop delivery, as well as contract pricing at Office Depot retail stores.

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Specific Service Level Agreements (SLA):

- Delivery Timing
  - 95% or greater, 2 business day delivery
- Order Accuracy
  - 98% or greater
- Order Completeness / Fill Rate
  - 95% or greater
- Backorder Fill
  - Ship backorders within five (5) calendar days, unless special circumstances apply
- Price Accuracy
  - 99.5% or greater
- Contract Compliance Commitments
  - Monthly and annual third-party pricing audits required.
- Pricing Consistency
  - Pricing consistency across all participating agencies.
  - Core and non-core pricing based on discount from list price.
  - SP Richards List price must be used for all items where the vendor carries an exact product match.
  - Manufacturer or Vendor list price is used for items not in the SP Richards catalog and private brand products
- Quarterly Pricing Updates
  - Office Depot shall submit quarterly to the State of Florida for approval an updated product list with list prices that reflect any updates to S.P. Richards' list prices, or product manufacturers' list prices if S. P. Richards is not available, or the Contractor's list price for generic items.
- Contract Transparency
  - All contract documentation is available on the State of Florida website at <http://www.dms.myflorida.com> and at <http://www.nationalipa.org>.
- Sales Reporting & Business Reviews
  - Quarterly vendor sales reporting and business reviews, along with monthly service level agreements reporting.

Office Depot Contract Web Landing Pages:

<http://www.nationalipa.officedepot.com>

**Office Depot Pricing**

The State of Florida award to Office Depot provides core and non-core pricing based on discount from list price. The contract uses S.P. Richards Company List Price index for the base list line price. Manufacturer or vendor list price is used for items not in the SP Richards catalog and private brand products.

The State of Florida allows quarterly pricing updates. Office Depot will submit request to include updated product lists with list prices that reflect any updates to S.P. Richards' list prices, or product manufacturers' list prices if SP Richards is not available, or the Contractor's list price for generic items.

Specific Service Level Agreements (SLAs) in place include price accuracy of 99.5% or greater. Monthly and annual third-party audits are required.

Participating agencies may also benefit from promotional and special pricing programs offered by Office Depot.

**State of Florida Contract 618-000-11-1  
Office and Educational Consumables  
Best and Final Offer Office Depot Discount % off List**

<b>Product Category</b>	<b>National Brand Core</b>	<b>National Brand Non-Core</b>	<b>Generic/Private Brand Core</b>	<b>Generic/Private Brand Non-Core</b>
<b>Breakroom &amp; Cleaning Supplies</b>	<b>40%</b>	<b>40%</b>	<b>55%</b>	<b>55%</b>
<b>Consumables</b>	<b>66%</b>	<b>66%</b>	<b>79%</b>	<b>79%</b>
<b>Folders, Binders &amp; Accessories</b>	<b>70%</b>	<b>70%</b>	<b>75%</b>	<b>75%</b>
<b>Toner HP</b>	<b>35%</b>	<b>35%</b>	<b>-</b>	<b>-</b>
<b>Toner - Non HP</b>	<b>32%</b>	<b>32%</b>	<b>61%</b>	<b>61%</b>
<b>IT Peripherals</b>	<b>34%</b>	<b>34%</b>	<b>32%</b>	<b>32%</b>
<b>Equipment</b>	<b>30%</b>	<b>30%</b>	<b>36%</b>	<b>36%</b>
<b>Toner - Reman</b>	<b>-</b>	<b>63%</b>	<b>63%</b>	<b>63%</b>
<b>Paper - Other</b>	<b>-</b>	<b>60%</b>	<b>71%</b>	<b>71%</b>
<b>Paper - 20# White Recycled and Virgin</b>	<b>-</b>	<b>-</b>	<b>79%</b>	<b>79%</b>



Advertiser Login.

Navigation

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## Advertisement Detail

# Department of Management Services Agency Decisions

## Office and Educational Consumables

Advertisement Number: 618-001-10-1C

Version Number: 001

**Advertisement Begin Date/Time:** 08/23/2010 - 05:00 P.M.

**Advertisement End Date/Time:** 10/01/2010 - 05:00 P.M.

**Last Edit:** Monday, August 23, 2010 at 04:51:29 A.M.

### Commodities:

618-050-000-0000

618-060-000-0000

618-080-000-0000

618-100-000-0000

618-140-000-0000

618-160-000-0000

### Notice of Agency Decision

#### Please direct all questions to:

Danielle Kosberg

Phone: (850) 413-0474

3800 Esplanade Way

Tallahassee FL, 32301

Email: [Danielle.Kosberg@dms.myflorida.com](mailto:Danielle.Kosberg@dms.myflorida.com)

Any person with a disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the solicitation process.

**AMENDMENT 1  
TO  
OFFICE AND EDUCATIONAL CONSUMABLES CONTRACT  
NO.: 618-000-11-1**

This Amendment 1 ("Amendment") to OFFICE AND EDUCATIONAL CONSUMABLES CONTRACT NO.: 618-000-11-1 dated October 18, 2010, (the "Contract") is made and entered into as of December 9<sup>th</sup>, 2010, ("Amendment Effective Date") between Office Depot, Inc., ("Contractor") and the State of Florida, Department of Management Services ("Department"), Division of State Purchasing, an agency of the State of Florida.

The parties hereby agreed to amend that certain Contract between the Department and Office Depot, including any schedules and exhibits thereto, as amended. Capitalized terms not otherwise defined in this Amendment will have the same meaning as set forth in the Contract. Any provision not specifically modified by this Amendment shall remain in full force and effect. Should there be a conflict between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of the Amendment shall control.

The parties hereby amend the Contract as follows:

1. In addition to the Core, Non-Core, and Generic Core and Generic Non-Core commodities available for purchase from the Contract, ("Contract Items"), the parties agree that Contractor may offer items that are not available for purchase from the Contract ("Non-Contract Items") on Contractor's Business Solutions Department website located at <https://business.officedepot.com>.
2. Contract Items shall be clearly designated as "Contract Items" in the online catalog. Non-Contract Items shall have no designation. This distinction shall be plainly identified on the Contractor's online bulletin board.
3. Non-Contract items may be purchased off the Contract at market competitive prices.
4. Individual purchasing entities may elect to exclude Non-Contract Items on the online catalog for their respective purchases.

WHEREFORE, the parties have caused their duly authorized representatives to execute this Amendment as of the date of last signature below.

OFFICE DEPOT, INC.

By: [Signature]  
Print Name: Steve Johnson  
Title: Vendor Rep

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT  
SERVICES

By: [Signature]  
Print Name: LENNA H SOUTH  
Title: Secretary



**AMENDMENT 2  
TO  
OFFICE AND EDUCATIONAL CONSUMABLES CONTRACT**

**NO.: 618-000-11-1**

This Amendment 2 ("Amendment") is effective as of April 11, 2011, or on the last date in which it is signed by all parties, whichever is later, to the OFFICE AND EDUCATIONAL CONSUMABLES CONTRACT NO.: 618-000-11-1 Contract ("Contract") effective as of October 18, 2010 between the State of Florida, Department of Management Services ("Department") and Office Depot, Inc. ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

*WHEREAS*, the Parties wish to amend certain terms and conditions of the Contract; and

*WHEREAS*, the Parties consent to and approve the amendment of the Contract as set forth herein.

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1.0 **Non-Contract Products.** The Parties agree that Contractor may offer items that are not available for purchase from the Contract ("Non-Contract Items") on Contractor's ordering platform located at <https://business.officedepot.com>.
- 2.0 **Contract Items.** Contract Items shall be clearly designated as such in the online catalog on Contractor's ordering platform (referenced in Section 1.0 above).
- 3.0 **Required Users.** Mandatory State of Florida agencies are permitted to purchase office consumable items from the online catalog displaying the Contract items only; therefore only Contract Items shall be visible on the online catalog for mandatory State of Florida agencies. If it is necessary for a mandatory State of Florida agency to purchase a Non-Contract Item, the agency's internal purchasing policies and procedures shall be utilized. Non-Contract Items are not part of the Contract, and they are therefore not subject to the audit provisions of the Contract, however, other laws or agency procedures may impose audit requirements on such purchases.
- 4.0 **Exceptions, Rights of Other Purchasing Entities.**
  - A. Any purchasing entity may elect to exclude Non-Contract Items from Contractor's ordering platform (referenced in Section 1.0 above) for its purchases. Individual purchasing entities that choose not to exclude Non-Contract Items will have the ability to order both Contract and Non-Contract Items on a single account, pursuant to the entity's own procedures and applicable laws.
  - B. The Parties acknowledge and agree that any entity electing to purchase Non-Contract Items pursuant to the Contract will be purchasing products that have not been competitively procured nor established by the Department as part of the original Contract. Therefore, any purchase of a Non-Contract Item will be made pursuant to the entity's own procedures and applicable laws. Non-Contract Items are not part of the Contract and they are therefore not subject to the audit provisions of the Contract, however, other audit requirements may apply. Prices for Non-Contract Items, as determined by contractor, shall be clearly displayed on Contractor's ordering platform (referenced in Section 1.0 above) at the time of purchase.

- 5.0 **Employment Verification.** Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty (30) days of the effective date of this Amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Amendment or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- 6.0 **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. All other terms of the Contract remain in full force.
- 7.0 **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.
- 8.0 **Effect.** This Amendment shall supersede and entirely replace Amendment 1 of this Contract. Unless otherwise modified by this Amendment 2, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,  
Department of Management Services:

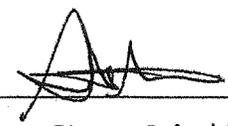
By: 

Name: John P. Miles

Title: Secretary

Date: 4/7/2011

Office Depot, Inc.

By: 

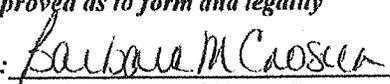
Name: Steve Schmidt

Title: President, Business Solutions

Date: 3/30/11



Approved as to form and legality

By:   
Office of the General Counsel

March 28, 2011  
Date

Discount Category	Product Category	Office Depot % Discount off List Price
Core	Toner - HP	35%
	Toner - Non HP	32%
	Consumables	66%
	Folders, Binders & Accessories	70%
	Equipment	30%
	Breakroom & Cleaning Supplies	40%
	IT Peripherals	34%
Non-Core	Consumables	66%
	Folders, Binders & Accessories	70%
	Toner - Non HP	32%
	Equipment	30%
	IT Peripherals	34%
	Toner - HP	35%
	Breakroom & Cleaning Supplies	40%
Generic Core & Non-Core	Paper - Other	60%
	Consumables	79%
	Equipment	36%
	Folders, Binders & Accessories	75%
	Paper - 20# White (Recycled and Virgin)	79%
	Toner - Reman	63%
	IT Peripherals	32%
	Breakroom & Cleaning Supplies	55%
	Paper - Other	71%
	Toner - Non HP	61%