

Contract Number: GSS18489-OFFICESUPPLIES
Title: Office Supplies and Accessories

THIS AGREEMENT made and executed in duplicate, shall be effective this 1st day of August, 2018.

BY AND BETWEEN: Office Depot Inc.
6600 North Military Trail
Boca Raton, FL 33496

(hereinafter designated as "Contractor"), party of the first part, and the OFFICE OF MANAGEMENT AND BUDGET, GOVERNMENT SUPPORT SERVICES, created under the laws of the State of Delaware (hereinafter designated as GOVERNMENT SUPPORT SERVICES), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by GOVERNMENT SUPPORT SERVICES, agrees with said GOVERNMENT SUPPORT SERVICES as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Director of the said GOVERNMENT SUPPORT SERVICES and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that the Director decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of GOVERNMENT SUPPORT SERVICES, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to GOVERNMENT SUPPORT SERVICES that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, GOVERNMENT SUPPORT SERVICES may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as GOVERNMENT SUPPORT SERVICES may designate and GOVERNMENT SUPPORT SERVICES may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting GOVERNMENT SUPPORT SERVICES shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to GOVERNMENT SUPPORT SERVICES for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year written below:

SIGNED, SEALED AND DELIVERED IN
the presence of

CONTRACTOR:

BY 
(SIGNATURE)

Name: Jim Pollman (Seal)

Title: Vice President

Date: _____

Contractor: Office Depot, Inc.



Witness: 

GOVERNMENT SUPPORT SERVICES:

BY 
(SIGNATURE)

Name: Peter Korolyk

Title: OMB/GSS Deputy Director

Date: 7-23-2018

Witness: 

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

6031840 OFFICE SUPPLIES, reamplified
Office Depot Inc.

Paragraph # and Page #	Proposed Alternatives	State Response	Vendor Response	State Response	Vendor Response	Date Response
RFP Page 4 - Sublet 1 Contract Period	<p>How does Vendor intend to comply with the terms and conditions of the Master Agreement for the State of Delaware?</p> <p>The current Master Agreement term will expire on December 31, 2021. There is a proposal for 1) year contract extensions and 2) the initial term for the State's contract will expire July 31, 2020 (7/31/2020).</p>	<p>Responses are below</p> <p>If NASPO VendorPoint does not extend the agreement, Office Depot will honor the pricing until the initial term ends (7/31/2020)</p>				
RFP Page 7 - Sublet 1 DMMOVE	<p>There are no RFP alternatives for items 1 through 100. Please refer to page 9 of the Master Agreement.</p>	<p>Will these orders and re-communication be provided to the State?</p>	<p>Yes. Per the Master Agreement, Office Depot is obligated to deliver orders to the customer for the order code in Section A and B or any other item' catalog (Section B)</p>	<p>Yes</p>		
RFP Page 8 - Sublet 1 Regional Specifications	<p>A. Paper Core size is approximately 25 of the most commonly utilized sizes. Office Depot provides a list of all paper sizes and their increased discounts is based on the ISO model. Office Depot provides documentation of any increases/decreases and we are required to provide 30 days written notice before any price change is implemented.</p> <p>B. All other items, including all items that are listed in the current provided Office Depot Business Solutions Division catalog and the SP list with printed catalog, will be supplied twice a year. The pricing is based on the current market prices and the prices will change upon the next market update. Office Depot is required to provide 30 days written notice before any price changes are implemented. Specifically, these updates occur in February and August.</p> <p>Please refer to Page 4 of the Master Pricing Agreement for all pricing information.</p>					
RFP Page 10 - Sublet 1 Bids and Final Offer	<p>There is no bid and final offer. The Master Agreement is the final bid.</p>	<p>In the margin of Office Depot Norm and Office Depot South</p>	<p>Yes</p>			
RFP Page 21 - Sublet 1 Pricing	<p>Please refer to the pricing section above.</p>					
RFP Page 22 - Sublet 1 Price Adjustments	<p>Per the Master Agreement, Office Depot may agree to lower the price for the goods. These lower prices apply only to the applicable contracts between Office Depot (the contractor) and the purchasing entity. Please refer to Page 9 of the Master Agreement.</p>					
RFP Page 26 - Sublet 1 Bidding	<p>Office Depot may avoid overdue account charges to the Purchasing Entity up to a maximum rate of two thirds of one percent per month (2/3% per month). Please refer to Page 14 of the Master Agreement.</p>					
RFP Page 28 - Sublet 1 Method of Payment	<p>Per the Master Agreement, payment terms are net 30 calendar days after the date of the invoice. Please refer to Page 14 of the Master Agreement.</p>					
RFP Page 30 - Sublet 1 Termination of Subcontractors or Suppliers	<p>Per the Master Agreement, a purchasing entity may cancel an order for goods or services under the Master Agreement if the goods or services are not delivered within the time frame specified in the purchase order, or not included on the invoice, or not shipped. The Purchasing Entity has ten (10) calendar days from date of delivery of the entire order, within which to inspect and accept or reject the goods. Please refer to Page 14 of the Master Agreement.</p>	<p>Does this mean Office Depot agrees with our 30 day language?</p>	<p>Yes</p>			
RFP Page 32 - Sublet 1 Termination of Contract	<p>Per the Master Agreement, below are the termination terms:</p> <p>A. Mutual Consent - This contract may be terminated at any time by mutual written consent.</p> <p>B. Rights of the Purchasing Entity - Purchasing Entity may at its sole discretion, terminate this contract for convenience with thirty (30) calendar day written notice.</p> <p>C. Rights of the Contractor - Contract may terminate this contract with a minimum of ten (10) calendar days written notice to the Purchasing Entity.</p>	<p>Does this mean Office Depot agrees with our 30 day language?</p>	<p>Agree and understood</p>			
RFP Page 37 - Sublet 1 Minimum Order Quantity	<p>Per the Master Agreement, there are no minimum order quantities for items listed in Page 13 of the Master Agreement.</p>	<p>What about non stock catalog items?</p>	<p>New Catalog Items - in catalog example, non stock furniture item - is returned for they are considered "custom"</p>	<p>There is no Master Agreement required for this contract as the State has bid this out on our own. The contract will include the outcome of all selection.</p>	<p>Agree and understood. Furniture was mentioned as an example.</p>	
RFP Page 37 - Sublet 1 Minimum Order	<p>Per the Master Agreement, there is no minimum order quantity.</p>					

AMENDMENT #1 to
PARTICIPATING ADDENDUM
for
**Office Supplies and Services; Toner, Paper, Recycled-Content/Green Products
and other Misc. Products**

MASTER PRICE AGREEMENT
Office Depot, Inc.

**Lead State: Oregon on behalf of the Member State of the
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM
Master Agreement #5737**

State of Delaware
Contract Number: GSS11489A-COPY_PAPER

This Amendment One ("Amendment") is an Amendment to Contract GSS11489A-COPY_PAPER ("Agreement"), between Office Depot, Inc., ("Contractor"), and the State of Delaware effective January 27, 2015. The terms, words, and phrases used in this Amendment shall have the same meaning as set forth under the Agreement, unless expressly stated otherwise. If there is a direct conflict between a term of this Amendment and the terms of the Agreement with respect to the subject matter of this Amendment, the terms of this Amendment shall prevail.

WHEREAS, Delaware desires to obtain Office Supplies and Services; Toner, Paper, Recycled-Content/Green Products and other Misc. Products;

WHEREAS, Contractor desires to provide Office Supplies and Services; Toner, Paper, Recycled-Content/Green Products and other Misc. Products to Delaware on the terms set forth below;

WHEREAS, Delaware and Contractor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Contractor agree as the Agreement may be amended as follows:

- 1. Effective July 1, 2016, the State of Delaware contract number shall be GSS16489A-COPY_PAPER, titled Copy Paper.**

No clause of this Amendment shall be considered a waiver of any portion of the Agreement as previously executed between Contractor and the State of Delaware.

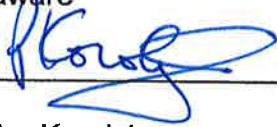
EXECUTION COPY

This Amendment was drafted with the joint participation of the undersigned parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below:

State of Delaware

By: _____



Name: Peter Korolyk

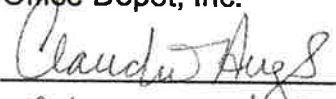
Title: Deputy Director, Government Support Services

Date: _____

5/31/16

Contractor: Office Depot, Inc.

By: _____



Name: _____

Claudia Hughes

Title: _____

Vice President

Date: _____

5/27/2016

