

TERM CONTRACT
AWARD



INTERNAL SERVICES DEPARTMENT

NUMBER : 42595
BUYER : PAYTON PRICE
BUYER PHONE : (323) 267-2575-0000
T-NUMBER :
DATE ISSUED : 11/08/05
VENDOR NUMBER : 001059 -03
VENDOR PHONE : (818) 837-2580-511
REQ AGENCY : IS9000

INTERNAL SERVICES DEPARTMENT
AGENCY REQ NO. :
REQ NO. : 11022107
FISCAL YEAR : 06
EFFECTIVE DATE : 01/02/06
EXPIRATION DATE : 01/01/10

OFFICE DEPOT-BUSINESS SERVICES
225 PARKSIDE DR.
SAN FERNANDO, CA 91340-3033

OFFICE AND CLASSROOM SUPPLIES

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

Payton Price

COUNTY OF LOS ANGELES

✓ *[Signature]* 11/29/05

VENDOR SIGNATURE/DATE

Reviewed and approved as to form and legality
by: Office Depot Legal Department

Attorney / Paralegal: *[Signature]*
Date: 11/29/05

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
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CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

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A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

PRICE SHEET		TERM CONTRACT			
NUMBER : 42595 T-NUMBER :		VENDOR: OFFICE DEPOT-BUSINESS SERVICES			PAGE 5
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE</p> <p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>OFFICE SUPPLIES -COMPLETE LINE - PRICING BASED ON DISCOUNTS OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES</p> <p>REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING</p> <p>TO INCLUDE: GENERAL OFFICE SUPPLIES, PAPER PRODUCTS, TECHNOLOGY PRODUCTS, FURNITURE AND TONER PRODUCTS</p> <p>NOTE: THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS AGREEMENT/CONTRACT FOR THE COUNTY OF LOS ANGELES: PAPER - FOR COPIERS AND PRINTERS COMPUTERS AND COMPUTER PERIPHERALS PHOTOCOPIERS TONER PRODUCTS CAMERAS, FILM AND ACCESSORIES JANITORIAL PRODUCTS FOOD ITEMS REFRIGERATORS AUDIO-VISUAL ITEMS FURNITURE (PURCHASE OR RENTAL) CLASSROOM SUPPLIES ARTS & CRAFT ITEMS</p>				
00002	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>OFFICE SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/CONTRACT PERIOD.</p> <p>REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR CORE LIST OF ITEMS AND PRICING.</p>				

PRICE SHEET

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NUMBER : 42595
T-NUMBER :

VENDOR: OFFICE DEPOT-BUSINESS SERVICES

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00003	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>CLASSROOM SUPPLIES - COMPLETE LINE - PRICING BASED ON DISCOUNT OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES</p> <p>REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING.</p> <p>TO INCLUDE: ART AND CRAFTS PRODUCTS AND CLASSROOM PAPER PRODUCTS</p>				
00004	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>CLASSROOM SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/ CONTRACT PERIOD.</p> <p>REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR ITEMS AND PRICING</p> <p>PRICES, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH REQUEST FOR PROPOSAL (RFP) NO. 218955 AND OFFICE DEPOT'S RESPONSE TO RFP NO. 218955.</p> <p>MAIL PURCHASE ORDERS TO: OFFICE DEPOT - BUSINESS SERVICES VENDOR NO. 051258-15 ATTENTION: JEAN DAVIS 6304 WOODSIDE COURT COLUMBIA, MD 21046 (800) 890-4914, EEXT. 3560 FEIN: 59-2663954</p> <p>RESELLER'S TAX PERMIT NO./ CERTIFICATE OF REGISTRATION NO.: SR Z OHC 99-801149</p>				

PRICE SHEET	TERM CONTRACT
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	REFERENCE MASTER AGREEMENT NO. 42595 BY AND BETWEEN THE COUNTY OF LOS ANGELES AND OFFICE DEPOT FOR OFFICE AND CLASSROOM SUPPLIES VENDOR CONTACT FOR LOS ANGELES COUNTY: SAM CISTERNINO (800) 488-2018, EXT. 585 ISD - PURCHASING DIVISION CONTACT: MARY WALCOTT (323) 267-2208				

INTERNAL SERVICES DEPARTMENT

PURCHASING DIVISION

MASTER AGREEMENT

NO. 42595

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES



MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT

FOR OFFICE AND CLASSROOM SUPPLIES

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EXHIBIT B - VENDOR'S PROPOSAL (Not Attached)

EXHIBIT C - COUNTY'S REQUEST FOR PROPOSALS (Not Attached)

EXHIBIT D - VENDOR'S EEO CERTIFICATION

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND OFFICE DEPOT**

FOR OFFICE AND CLASSROOM SUPPLIES

1.0 PURPOSE

This Office and Classroom Supplies Master Agreement (hereafter "Master Agreement") is made and entered into by and between the County of Los Angeles (hereafter "COUNTY"), and Office Depot (hereafter "VENDOR").

WHEREAS, COUNTY AND VENDOR agree that VENDOR will offer to provide COUNTY, COUNTY employees and others as more fully described herein with Office and Classroom Supplies (Office Supplies only for COUNTY), hereafter sometimes referred to as the ("Product").

WHEREAS, VENDOR is in the business of selling and supplying Office and Classroom Supplies, and

WHEREAS, VENDOR is willing and able to offer, deliver, service and support the Product it offers to, COUNTY departments/divisions, COUNTY offices/organizations, COUNTY employees, and any other entities as set forth herein (hereafter "Customer(s)"). This document, together with the Exhibits identified in Paragraph 1.1 (Priority of Interpretation), defines the scope of this Agreement.

1.1 Priority of Interpretation

This document without Exhibits is referred to as the "Base Agreement." The Base Agreement and Exhibit A are attached to and form a part of this Master Agreement. Exhibits B and C, referenced below but not attached, are hereby incorporated herein by reference. Any reference throughout the Base Agreement and each of its Exhibits to the "Master Agreement" shall, unless the context clearly denotes otherwise, denote the Base Agreement with all Exhibits hereby incorporated. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement, and then to the Exhibits according to the following priority:

1. EXHIBIT A – PRICING AND DISCOUNTS
2. EXHIBIT B – VENDOR'S Proposal (Not Attached)
3. EXHIBIT C – COUNTY'S Request for Proposals (RFP/Not Attached)
4. EXHIBIT D - VENDOR's EEO Certification

1.2 Entire Master Agreement

This Master Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties,

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regarding this subject. COUNTY reserves the right to initiate change to any provision of the Master Agreement. All such changes shall be accomplished only by mutual signed Agreements, as provided under the Paragraph 1.2. No change hereto shall be valid unless in the form of a signed Amendment prepared and approved pursuant to Subparagraph 3.0 (Change Notices and Amendments).

2.0 DEFINITIONS:

The following terms shall have the following meaning and use herein. Capitalized terms used in this Master Agreement, not defined in this Paragraph 2.0 shall have the meaning ascribed to them elsewhere in this Master Agreement or in the Exhibits.

2.1 "Day(s)" means calendar day(s) unless otherwise specified.

2.2 "Eligible Vendor" identifies a Vendor whose evidences of insurance, as required by Paragraph 7.0 (Indemnification and Insurance), have all been received by the Internal Services Department (ISD) Purchasing Division, as set forth in Section 26.0 (Notices), and are valid and in effect at the time of a given Purchase Order solicitation under this Master Agreement.

2.3 Fiscal Year

"Fiscal Year" means the twelve (12) month period beginning July 1st and ending June 30th.

2.4 Normal Working Hours

"Normal Working Hours" means one of the following work schedules, according to individual COUNTY department policy, excluding COUNTY holidays:

- A. "5/40" which is normally eight (8) hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;
- B. "9/80", which is a flexibly arranged nine (9) hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or

- C. "4/40", which is a flexibly arranged ten (10) hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

2.5 Master Agreement

"Master Agreement" means COUNTY's standard agreement entitled "Office and Classroom Supplies Master Agreement," as specified in Paragraph 1.1, copies of which are separately executed between COUNTY and individual Qualified Vendors, and which sets forth the terms and conditions for the provision of Office and Classroom Supplies, Master Agreement to COUNTY. COUNTY shall execute Master Agreements with as

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many vendors as COUNTY deems qualified and appropriate for COUNTY needs. All Master Agreements shall be undertaken with terms of equal duration as set forth in Paragraph 5.0 (Terms of Agreement). Undertaking this Master Agreement does not grant any right to compensation to VENDOR, or to vendors in the aggregate.

3.0 CHANGE NOTICES AND AMENDMENTS

3.1 Master Agreement Changes:

- 3.1.1 For any change which affects the period of performance, payments, or any term condition included in this Master Agreement, a negotiated Amendment to this Master Agreement shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR's originally executing Authorized Officials, or designees.
- 3.1.2 For any change which does not affect the, period of performance, payments, or any rights or obligations of this Master Agreement, a Change Notice shall be prepared and executed by COUNTY's Purchasing Agent, or designee and VENDOR.

4.0 WORK

VENDOR shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all tasks, deliverables, sub-deliverables, goods, services, and other work as set forth herein and elsewhere hereunder.

4.1 Non-transferable Responsibilities

No assumption or takeover of any of VENDOR's duties, responsibilities, or obligations, or performance of same by any entity other than VENDOR whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration, for any reason whatsoever, may occur without COUNTY's express prior written approval.

If any such assumption, takeover, or unauthorized performance does occur without such prior written approval, this Agreement will become void for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which COUNTY may pursue any lawful remedy.

4.2 Assignment and Subcontracting

VENDOR shall not assign its rights, delegate its duties or subcontract any performance of our Agreement without the express prior written consent of COUNTY. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate the Agreement in accordance with the provisions of paragraph 17.0 (TERMINATION BY DEFAULT).

4.3 Time is of the Essence

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Time is of the Essence. If any anticipated or actual delays arise, VENDOR shall immediately so notify COUNTY. Regardless of notice if deliveries are not made at the time agreed upon, COUNTY may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 17.0 (TERMINATION BY DEFAULT).

5.0 TERM OF AGREEMENT

5.1 Term

This Master Agreement shall go into effect for a four (4) year period effective January 2, 2006 as indicated on the signature page hereof and shall expire at the close of COUNTY business on January 1, 2010, unless sooner terminated, in whole or in part, as provided herein.

5.2 Extension

5.2.1 The COUNTY's Purchasing Agent may exercise the option to extend the Master Agreement period for two (2) additional twelve (12) month periods as set forth in Paragraph 3.0 (Change Notices and Amendments), of this Master Agreement.

5.2.2 COUNTY shall notify VENDOR of any determination to extend this Agreement no less than thirty (30) days prior to the beginning of this relevant option year.

6.0 METHOD OF PURCHASE, INVOICING AND PAYMENTS

6.1 Purchase Order(s)

- 6.1.1 COUNTY shall purchase the items listed herein by issuance of a formal purchase order. Such purchase order shall contain the terms and conditions applicable for that purchase, notwithstanding anything herein to the contrary. The purchase order, as specifically noted, shall govern and control the applicable purchase. Preprinted additional or different terms and conditions on the purchase order will be of no force or effect.
- 6.1.2 VENDOR shall not deliver products and/or goods to COUNTY as loaner equipment or for trial unless and until a "No Charge" purchase order and loan agreement is received by VENDOR from COUNTY's ISD - Purchasing Division.

6.2 Prices, Discounts and Changes

- 6.2.1 Vendor agrees for the period of this Agreement that prices for products covered herein will be based on a Discount from Manufacturers' current published price lists or Cost Plus Percentage, except for those identified in EXHIBITS A and A-1 as Core Products. Price changes (increases) from price lists will be allowed only on a semi-annual basis on January 1st and July 1st of each contracting year.
- 6.2.2 Vendor shall advise the Los Angeles County ISD Purchasing Division in writing of any proposed price increases or manufacturer's discount structure changes, identifying Agreement by number, providing a copy of the proposed price list and/or acceptable evidence of change in manufacturers discount structure. VENDOR will be responsible for furnishing and delivering approved price lists to all County departments and other participating government entities. It also shall be VENDOR's responsibility to keep COUNTY and participating government entities informed of any other changes.

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- Unless otherwise qualified, revisions shall be effective on the seventh (7) business day after such notification and receipt thereof. Upward revisions shall be subject to acceptance by COUNTY.
- 6.2.3 If an increase in price is determined not to be acceptable by COUNTY, VENDOR will be obligated to furnish the ordered products at the previous price(s).
- 6.2.4 COUNTY reserves the right to review discount structures at the end of the initial twelve (12) months of the proposed Agreement and amend same if such is in the best interest of the COUNTY. A primary consideration will be the then current annual dollar volume as opposed to the original dollar estimate of the Agreement (including volume generated by all participating agencies).
- 6.2.5 Notwithstanding anything herein to the contrary for thirty (30) days from date of delivery to Customer, should Customer find a lower price, offered in Southern California, for the same product, payment terms, quantity and delivery terms and conditions set forth in the applicable purchase order and this Agreement, VENDOR shall, upon presentation of authentic, (e.g., sales invoice, advertisement(s) proof of such, immediately refund the difference to Customer. This paragraph shall not apply to special and/or one-time offers, liquidation sales and discounted product(s). Further, COUNTY contract VENDORS and non-authorized resellers where required by the manufacturers, are excluded.

6.3 Warranty and Product Compliance

6.3.1 All equipment provided to COUNTY must be brand new, unused, and be approved by either U.L., L.A. City Testing Lab, Factory Mutual Corp, or ETL testing labs. Further, equipment provided to COUNTY shall meet other such standards as the COUNTY may require.

6.4 Invoices and Payment Terms

6.4.1 In no event shall the COUNTY be liable for any late fees or charges.

6.4.2 Invoices shall bear upon their face the Purchase Order number which appears in the upper right-hand corner hereof. Invoices must state what they cover, as the case may be, complete or partial delivery, and must show unit and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepared in full to destination.

6.4.3 Unless otherwise set forth on the applicable purchase order, payment terms are net thirty (30) days from receipt of a properly prepared and submitted invoice. Invoices shall only be issued after COUNTY's acceptance of the goods and/or products. Discounts shall be set forth herein.

6.5 Product Pricing and Maintenance

6.5.1 VENDOR will be solely responsible for the maintenance of the Agreement and will document all additions, deletions, manufacturers' discontinuances of products, and all associated variables, including pricing revisions. Any changes, substitutions, additions,

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deletions and/or pricing revisions must be reviewed and approved by the COUNTY and VENDOR in writing prior to any inclusion to the Agreement.

6.5.2 COUNTY's Purchasing Agent designee will notify VENDOR in writing of formal approval within seven (7) days after VENDOR submittal of any change to the catalogs.

6.5.3 Said notification and approval shall be binding upon the COUNTY and VENDOR. Upon such approval the Agreement shall be deemed to be amended to include such Changes. All documentation and formal approvals and revised copies of the effected Agreement page(s) reflecting current release revisions will be submitted to:

COUNTY OF LOS ANGELES
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analyst II

- 6.5.4 COUNTY'S Purchasing Agent designee will notify VENDOR of acceptance of any and all catalog revisions prior to any purchases. Notification shall be sent to:

Office Depot
Business Services Division
13405 Kildare Place
Bradenton, FL 34202
Attn: David Swanstrom, Director of Local Government Services

- 6.5.5 Catalogs shall have complete descriptions of each item.

6.6 Independent CONTRACTOR Status

- 6.6.1 This Master Agreement is by and between COUNTY and VENDOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and VENDOR. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

- 6.6.2 VENDOR understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of worker's compensation liability, solely employees of VENDOR and not employees of COUNTY. VENDOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of VENDOR hereunder.

- 6.6.3. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

7.0 INDEMNIFICATION AND INSURANCE

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7.1 Indemnification

VENDOR agrees to indemnify, defend and hold harmless COUNTY, COUNTY Special Districts, and Participating Government entities and their elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits connected with VENDOR's operations, goods and/or commodities or services provided hereunder as well as for damage or workers' compensation benefits relating to VENDOR's and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to VENDOR's and its subcontractors' property, or property in the care, custody, or control of VENDOR and/or its subcontractor(s)). This indemnity shall include, but not be limited to claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

7.2 Insurance

Without limiting VENDOR's indemnification of COUNTY, and during the term of this Agreement, VENDOR shall provide and maintain at its own expense the below-described programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificates or other evidence of coverage shall be delivered to:

County of Los Angeles
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analysts II

Prior to commencing performance under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by certified mail at least thirty (30) days in advance of any modification or termination of insurance.

7.3 Liability Insurance

7.3.1 Any and all insurance described below shall be endorsed naming the County of Los Angeles as an additional insured, and shall include:

7.3.2 General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad form property damage, independent contractors, and personal and advertising injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

A. If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit.

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B. If written on a claims made form, the VENDOR shall provide an extended two (2) year reporting period commencing upon expiration or termination of this Agreement.

7.3.3 Comprehensive Auto Liability insurance endorsed for all owned, non-owned and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

7.3.4 A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code including employer's liability with a limit no less than One Million Dollars (\$1,000,000), covering all persons performing work on behalf of VENDOR and all risks to such persons under this Agreement.

7.3.5 Crime Coverage: Insurance in an amount not less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name COUNTY as loss payee.

7.4 Failure to Procure Insurance

Failure on the part of VENDOR to obtain and maintain all required insurance coverage is a material breach upon which COUNTY may, in its sole discretion, immediately suspend VENDOR's performance or terminate this Agreement.

8.0 RECORDS, DOCUMENTS AND AUDITS

VENDOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. VENDOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. VENDOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by VENDOR and shall be made available to COUNTY during the terms of this Agreement and for a period of four (4) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by VENDOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, VENDOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

In the event that an audit is conducted of VENDOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by VENDOR or otherwise, then VENDOR shall file a copy of the audit report with COUNTY's Auditor-Controller within thirty (30) days of VENDOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of VENDOR to comply with the provisions of this Paragraph 8.0 shall constitute a material breach upon which COUNTY may terminate or suspend this Agreement.

8.1. Publicity

VENDOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing VENDOR' need to identify its services and related clients to sustain itself, COUNTY shall not inhibit VENDOR from publishing its role under this Agreement, with the following conditions:

- A. VENDOR shall develop all publicity material in a professional manner.
- B. During the term of this Agreement, VENDOR shall neither, authorize another to, nor publish or disseminate any commercial advertisements, press release, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Purchasing Agent. COUNTY shall not unreasonably withhold written consent, and approval by COUNTY may be assumed in the event no adverse comments are received in writing within two (2) weeks after submittal of written request for such consent.
- C. VENDOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.0 shall apply.

9.0 EMPLOYMENT ELIGIBILITY VERIFICATION

VENDOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. VENDOR shall indemnify, defend, and hold harmless COUNTY, its officers, participating government agencies and employees from and against any emptier sanctions and any other liability which may be assessed against VENDOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

10.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement.

11.0 WAIVER

No waiver by either party of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 11.0 are non-exclusive and cumulative.

12.0 GOVERNING LAW, JURISDICTION AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. VENDOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

13.0 SEVERABILITY

If any provision of this Master Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Master Agreement shall be materially impaired thereby.

14.0 HIRING POLICIES

14.1 Prohibition of Hiring

VENDOR and COUNTY agree that, during the term of this Agreement and for a period of six (6) months following its termination, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

15.0 TERMINATION FOR GRATUITIES

COUNTY may, by written notices to VENDOR, terminate the right of VENDOR to proceed under this Master Agreement upon one (1) day's written notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by, or any agent or representative of VENDOR, to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respects to the performing, of such contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against VENDOR as it could pursue in the event of default by VENDOR.

16.0 TERMINATION FOR INSOLVENCY

COUNTY may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- A. **Insolvency of VENDOR.** VENDOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not VENDOR is insolvent within the meaning of such laws.

- B. The filing of a voluntary or involuntary petition regarding VENDOR under the Federal Bankruptcy Code.
- C. The appointment of a Receiver or Trustee for VENDOR.
- D. The execution by VENDOR of a general assignment for the benefit of creditors.

The rights and remedies of COUNTY provided in this Paragraph 16.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

17.0 TERMINATION FOR DEFAULT

COUNTY may, by written notice to VENDOR, terminate the whole or any part of this Master Agreement if, in the judgment of COUNTY's Purchasing Agent:

- A. VENDOR has materially breached this Master Agreement as elsewhere provided herein; or
- B. VENDOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement hereunder; or
- C. VENDOR has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by COUNTY as elsewhere provided.

VENDOR shall not be liable for any excess costs if its failure to perform under this Master Agreement, arises from force majeure, i.e., causes beyond the control and without the fault or negligence of VENDOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both VENDOR and subcontractor, and without the fault or negligence of either, VENDOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit VENDOR to meet the requirements. As used in this subparagraph the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

If, after COUNTY has given notice of termination under the provisions of the Paragraph 17.0, it is determined by COUNTY that VENDOR was not in default under these provisions, or that the default was excusable under these provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 18.0 (Termination for Convenience).

The rights and remedies of COUNTY provided in this Paragraph 17.0 are non-exclusive and cumulative.

18.0 TERMINATION FOR CONVENIENCE

This Master Agreement, may be terminated, when such action is deemed by COUNTY to be in its best interest. Termination shall be effected by delivery to VENDOR of a notice of termination specifying the extent to which performance of Agreement is

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terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of termination, VENDOR shall submit its termination claim and invoice to COUNTY, in the form and with any certifications as may be prescribed by COUNTY. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of VENDOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount if any, due to VENDOR in respect to the termination, and such determination shall be final. When such determination is made, COUNTY shall pay VENDOR the amount so determined.

VENDOR shall honor purchase orders accepted on or before the effective date of termination.

19.0 TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE

VENDOR's stability was and/is a primary basis for entering into and continuing with this Agreement, therefore, COUNTY may terminate this Agreement by thirty (30) days written notice should vendor fail to continue to do business in the ordinary course.

20.0 COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Master Agreement, representatives of COUNTY conduct an audit of VENDOR regarding the work performed under this Master Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to VENDOR, then the difference shall be either repaid by VENDOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY, deducted from any amounts due to VENDOR from COUNTY. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to VENDOR, then the difference shall be paid to VENDOR by COUNTY by cash payment.

21.0 CONFLICT OF INTEREST

No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by VENDOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of, nor any individual possessing any direct or indirect financial interest in, VENDOR, may in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to influence COUNTY's approval or ongoing evaluation of such work.

VENDOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. VENDOR warrants that it is not now aware of any facts which create a conflict of interest. If VENDOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

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22.0 FORCE MAJEURE

Neither party will be liable for delays in performance beyond reasonable control, including, but not limited to, fire, flood, acts of God, or restriction of civil or military authority.

23.0 MOST FAVORED PUBLIC ENTITY

VENDOR represents that the price charged to COUNTY in this Agreement do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

If VENDOR'S prices decline, or should VENDOR, at any time during the term of this Master Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to COUNTY.

24.0 DAMAGE TO COUNTY FACILITIES, BUILDING OR GROUNDS

VENDOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by VENDOR or employees, subcontractors or agents of VENDOR. Such repairs shall be made immediately after VENDOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If VENDOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, as determined by COUNTY, for such repairs shall be repaid by VENDOR by cash payment upon demand or COUNTY may deduct such cost from any amounts due to VENDOR from COUNTY.

25.0 RESTRICTION ON LOBBYING

25.1 COUNTY Projects

VENDORS, and each COUNTY lobbyist or COUNTY lobbying firm as defined in COUNTY Code Section 2.160.010 retained by VENDORS, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of VENDOR or any COUNTY lobbyist or COUNTY lobbying firm retained by VENDOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this

Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

26.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addressee:

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If to COUNTY: County of Los Angeles
Internal Services Department
Purchasing Division
1100 N. Eastern Avenue, Room G115
Los Angeles, CA 90063
Attn: Mary Walcott, Purchasing & Contracts Analyst II

If to VENDOR: Office Depot
Business Services Division
13405 Kildare Place
Bradenton, FL 34202
Attn: David Swanstrom, Director of Local Government Services

Addresses may be changed upon ten (10) days prior written notice.

27.0 AUTHORIZATION WARRANTY

VENDOR represents and warrants that the person executing this Agreement for VENDOR is an authorized agent who has actual authority to bind VENDOR to each and every term, condition and obligation of this Agreement and that all requirements of VENDOR have been fulfilled to provide such actual authority.

28.0 VARIATION OF TERMS

The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any acknowledgements, invoices or such other documents submitted by VENDOR. Any addendum hereto shall become binding upon the parties only after signature by authorized representatives of both parties.

29.0 CANCELLATION OF ORDERS

COUNTY may cancel any purchase order with respect to any Supplies or Product ordered without incurring any cancellation charges by giving VENDOR notice of such cancellation at least ten (10) days prior to the scheduled delivery date specified in COUNTY's order.

30.0 NON-EXCLUSIVITY

This Agreement is non-exclusive and shall not in any way preclude COUNTY from entering into similar agreement and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

COUNTY makes no representation that it or any governmental entity will purchase any minimum quantities or dollar amounts.

31.0 Compliance with Applicable Law

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VENDOR shall comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

VENDOR warrants that the products shipped may be used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body. These laws, ordinances, rules or regulations include, but are not limited to, CAL/OSHA and County Code Title 27 and Ordinance No. 4388 (electrical approval) and are incorporated herein by reference.

VENDOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of VENDOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and ordinances.

32.0 Fair Labor Standards

VENDOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, FLSA, for work performed by VENDOR's employees for which COUNTY may be found jointly or solely liable.

33.0 Nondiscrimination and Affirmative Action

VENDOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and

regulations. VENDOR shall certify to, and comply with, the provisions of Exhibit A (VENDOR'S EEO Certification).

VENDOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay other forms of compensation, and selection for training, including apprenticeship.

VENDOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

VENDOR certifies that it is in compliance with all federal, state, and local laws, including, but not limited to:

- A. Title VI, Civil Rights Act of 1964;
- B. Section 504, Rehabilitation Act of 1973;
- C. Age Discrimination Act of 1975;

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- D. Title IX, Education Amendments of 1973, as applicable; and
- E. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

And that VENDOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

VENDOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 33.0 when so requested by COUNTY.

If COUNTY finds that any of the provisions of this Paragraph 33.0 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that VENDOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that VENDOR has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event VENDOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

34.0 CONSUMPTION REPORTS/ITEM NUMBERS/RESTRICTED PURCHASES

Each COUNTY department procurement office and participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address. VENDOR is required to furnish to the COUNTY'S Internal Services Department (ISD) - Purchasing Division, monthly computer based usage reports of purchases separated by individual COUNTY departments, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended. Usage reports listing items in alphabetical order and descending dollar volume order must also be furnished.

VENDOR must provide any other usage reports that COUNTY departments or participating agencies may require for their internal controls.

Computer generated requests for restricted items shall cause a message (on screen or verbally as appropriate) informing requestor of such restriction.

35.0 ORDERING REQUIREMENTS

VENDOR shall provide the ability for unlimited amount of users to order via on-line communication with the vendor's computer system by COUNTY-owned PC/CRT terminals and printers, or by FAX, telephone, direct mail or walk-in orders.

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VENDOR shall design an Input Screen/Order Form to be used on all orders (which may be supported by normal COUNTY Purchase Order Form). Cost of input form creation, programming, future changes or modifications, and maintenance shall be exclusively for VENDOR'S account.

36.0 PARTICIPATING MUNICIPALITIES

The COUNTY has designated U.S. Communities Purchasing and Finance Agency (U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under this Agreement. At COUNTY'S sole discretion and option, and upon VENDOR entering into the requisite U.S. Communities Administration Agreement, Participating Public Agencies may acquire items listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement, or lower. In no event shall COUNTY be considered a dealer, remarketer, agent or representative of VENDOR.

37.0 EXCLUSIONS:

The following items are excluded from purchase by the County of Los Angeles:

Classroom Supplies (including Arts & Crafts), Paper, Computers & Computer Peripherals, Cameras, Film & Accessories, Photocopiers, Toner Products, Janitorial Equipment & Supplies, Food Products, Refrigerators, Audio-Visual Equipment & Supplies and Furniture.

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AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

IN WITNESS WHEREOF, the County of Los Angeles has caused this Agreement to be subscribed by its Purchasing Agent and VENDOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer, this 2nd day of January, 2006.

AUTHORIZATION OF MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OFFICE DEPOT

FOR

OFFICE AND CLASSROOM SUPPLIES

IN WITNESS WHEREOF, the County of Los Angeles has caused this Agreement to be subscribed by its Purchasing Agent and VENDOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer, this 2nd day of January, 2006.

COUNTY OF LOS ANGELES

By

Payton Price

Name: Payton Price

Title: Purchasing Agent Designee

VENDOR

By:

[Signature]

Name:

ROBERT CETINA

Title:

U.P. BSG

Reviewed and approved as to form and legality
by: Office Depot Legal Department

Attorney / Paralegal:

[Signature]

Date:

11/29/05

EXHIBIT A
OFFICE SUPPLIES
PRICING AND DISCOUNTS

All in-stock items shown in the Office Depot General Line Catalogs and United Business Products Catalogs shall be priced at the following Discounts from the Manufacturer's list price, Cost Plus Percentage or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** LL stands for Mfg. List Price Less, GP stands for Gross Profit and GM stands for Gross Margin.

TONER ITEMS:

Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%

FURNITURE:

Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%

GENERAL OFFICE SUPPLIES:

Discount allowed from Supplier Catalog:	LL 45% w/15% GP floor
Discount allowed from Wholesale Catalog:	LL 10%

Discount allowed for General Office and Stationery Supplies-Most Frequently Ordered Items (MFOI)	LL 70% w/15% GP floor
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TECHNOLOGY PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 13 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 22 GM

Cost Plus Percentage allowed for MFOI General Office and Stationery Supplies	Cost Plus 13 GM
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PAPER PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 17 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 25 GM

Cost Plus Percentage allowed for MFOI General Office and Stationery Supplies	Cost Plus 17 GM
--	-----------------

CATALOG PRODUCTS MARKED M AND S:

Discounts allowed for products in Catalogs marked M and S:	LL 10%
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CORE PRODUCTS:

Fixed Price

Note: Office Paper Products prices will float based upon market costs. All other Office Supply Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A – 1

CLASSROOM SUPPLIES PRICING AND DISCOUNTS

All in-stock items shown in the Office Depot School Supply Book, S. P. Richards Business School Catalog, Office Depot General Line Catalog and United Business Products shall be priced at the following Discounts from the Manufacturer's list price, Cost Plus Percentage or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** LL stands for Mfg. List Price Less, GP stands for Gross Profit and GM stands for Gross Margin.

CLASSROOM SUPPLIES:

Discount allowed from Supplier Catalog GP floor	LL 45% w/15%
Discount allowed from Wholesale Catalog:	LL 10%
Discount allowed for MFOI General Office and GP floor Stationery Supplies	LL 70% w/15%

ARTS AND CRAFTS:

Discount allowed from Supplier Catalog: floor	LL 45% w/15% GP
Discount allowed from Wholesale Catalog:	LL 10%
Discount allowed for MFOI General Office and floor Stationery Supplies	LL 70% w/15% GP

PAPER PRODUCTS:

Cost Plus Percentage allowed from Supplier Catalog:	Cost Plus 17 GM
Cost Plus Percentage allowed from Wholesale Catalog:	Cost Plus 25 GM

CATALOG PRODUCTS MARKED M AND S:

Discounts allowed for products in Catalogs marked M and S: LL 10%

CORE PRODUCTS :

Fixed Price

Note: Classroom Paper Products prices will float based upon market costs. All other Classroom Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A - 3

OFFICE SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

Exhibit A-3 may be used as an alternate pricing option in place of Exhibit A. All items shown on the Office Depot Web site shall be priced at the following Discounts or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** WL stands for Office Depot Web price Less, GP stands for Gross Profit and GM stands for Gross Margin.

TONER ITEMS:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

FURNITURE:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

GENERAL OFFICE SUPPLIES:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

TECHNOLOGY PRODUCTS:

Cost Plus Percentage allowed from Web Site: WL 10%
Cost Plus Percentage allowed from Wholesale Catalog: WL 10%

PAPER PRODUCTS:

Cost Plus Percentage allowed from Web Site: WL 10%
Cost Plus Percentage allowed from Wholesale Catalog: WL 10%

CORE PRODUCTS:

Fixed Price

Note: Office Paper Products prices will float based upon market costs.
All other Office Supply Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A – 4

CLASSROOM SUPPLIES
PRICING AND DISCOUNTS ALTERNATE OPTION

Exhibit A-4 may be used as an alternate pricing option in place of Exhibit A-1. All items shown on the Office Depot Web site shall be priced at the following Discounts or at the prices as referenced in the attached spreadsheets (Core Products). **Note:** WL stands for Office Depot Web price Less, GP stands for Gross Profit and GM stands for Gross Margin.

CLASSROOM SUPPLIES:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

ARTS AND CRAFTS:

Discount allowed from Web Site: WL 10%
Discount allowed from Wholesale Catalog: WL 10%

PAPER PRODUCTS:

Cost Plus Percentage allowed from Web Site: WL 10%
Cost Plus Percentage allowed from Wholesale Catalog: WL 10%

CORE PRODUCTS :

Fixed Price

Note: Classroom Paper Products prices will float based upon market costs. All other Classroom Products prices are firm for the first twelve (12) months of the Agreement.

EXHIBIT A - 5

Additional Services

Copy and Print Services

Copy and Print Services

Retail – 15%

Promotional Products

Promotional Products

Promotional Catalog - 5% *

*Additional fees will apply for imprinting and shipping

EXHIBIT B

VENDOR'S PROPOSAL

(VENDOR's proposal is not attached hereto.)
(The Vendor's proposal is incorporated herein.)

EXHIBIT C

COUNTY'S REQUEST FOR PROPOSALS (RFP)

(County's Request for Proposal is not attached hereto.)
(The County's Request for Proposal is incorporated herein.)

EXHIBIT D

VENDOR'S EEO CERTIFICATION

Office Depot
Vendor's Name
2200 Old German town Rd, Delray Beach, FL
Address
59-266-3954
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, Ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

VENDOR'S SPECIFIC CERTIFICATIONS

1. The Vendor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
2. The Vendor periodically conducts a self analysis or utilization analysis of its work force. Yes No
3. The Vendor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
4. Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

ROBERT CETINA U.P. BSG
Name and title of signer

[Signature]
Signature

11/29/2005
Date

Reviewed and approved as to form and legality
by: Office Depot Legal Department

Attorney / Paralegal: [Signature]
Date: 11/29/05