



FAIRFAX COUNTY  
PUBLIC SCHOOLS

**Department of Financial Services**

Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3550

David Trudnowski  
Office Depot, Inc.  
6600 N. Military Trail  
Boca Raton, FL 33496

**APR 13 2010**

Reference: RFP10-155183-57; Classroom, School, Art Supplies, Materials and Related Products and Services

Dear Mr. Trudnowski:

**Acceptance Agreement**

**Contract Number: RQ10-155183-57A**

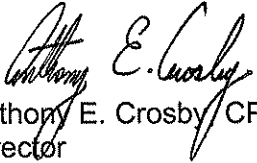
This acceptance agreement signifies a contract award to Office Depot, Inc., for Classroom, School, Art Supplies, Materials and Related Products and Services. The period of the contract shall be from date of award through March 31, 2015.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP10-155183-57; Classroom, School, Art Supplies, Materials and Related Products and Services, and any addenda;
3. Your Proposal dated February 16, 2010;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 17 as amended by the Memorandum of Negotiation within ten (10) days after receipt of this letter.

Sincerely,

  
Anthony E. Crosby CPPO  
Director

AEC/tjw



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### MEMORANDUM OF NEGOTIATION RFP10-155183-57

#### Classroom, School and Art Supplies, Materials, and Related Products and Services

Fairfax County Public Schools (hereinafter called FCPS) and Office Depot, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ10-155183-57A (hereinafter called the Contract) for the provision of Classroom, School and Art Supplies, Materials, and Related Products and Services as specified in RFP10-155183-57. The Contract contains the following items:

- a. County's Request for Proposal, RFP10-155183-57 and all Addenda.
- b. Contractor's Technical and Business Proposals as amended by this Memorandum of Negotiation
- c. Clarification Letter dated March 11, 2010, as amended by this Memorandum of Negotiation
- d. This Memorandum of Negotiation
- e. County's Purchase Order
- f. Any subsequent amendments to the Contract

The following provisions were negotiated and are incorporated into the Contract:

1. Office Depot takes not exceptions to Fairfax County's General Conditions and Instructions to Bidders. Office Depot's addendum will not supersede Fairfax County's General Conditions and Instructions to Bidders and Special Provisions.
2. Special Provisions paragraph 17.2.d is deleted from this contract.
3. Special Provisions paragraph 25.2 is amended to read as follows:

These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above once a year. However, FCPS may conduct additional audits as it deems reasonably necessary in the event FCPS has reason to believe that Office Depot is not in compliance with the terms of the agreement.

4. The definition of "subcontractor" as referenced Special Provisions paragraph 25.4 and 30 and General Conditions and Instructions to Bidders paragraph 34 is as follows: a vendor that interacts with FCPS on Office Depot's behalf (i.e. a minority vendor providing products to FCPS as part of Office Depot's Tier 1 program). Third-party logistics vendors and outsourced customer service providers, for example, shall not be deemed "subcontractors" under the Special Provisions.
5. Products must be returned within ninety (90) days of delivery.
6. In the event FCPS elects to terminate the agreement for convenience, FCPS will provide at least sixty (60) days notice to Office Depot prior to such termination becoming effective.
7. In the event Office Depot has defaulted under the Agreement, FCPS shall provide written notice of default to Office Depot. Office Depot shall have thirty (30) days from receipt of such notice to cure the default. If after the thirty (30)-day cure period, Office Depot has failed to cure such default, FCPS may terminate the agreement for cause upon written notice.
8. All contract alterations will be mutually agreed to in writing by Office Depot and FCPS.
9. Office Depot will use commercially reasonable efforts to ensure that deliveries are made during the designated time period of 8:00 a.m. and 3:00 p.m. However, there is no guarantee that products delivered by third-parties not under the control of Office Depot (i.e. UPS) will be delivered before 3:00 p.m.
10. The sixty (60) day limit on claims as referenced in General Conditions and Instructions to Bidders paragraph 73.b. does not apply to individual invoices and orders.
11. Participating public agencies shipping to Hawaii, Alaska, and/or Puerto Rico will pay delivery fees. The delivery fees for orders shipped to Hawaii, Alaska and/or Puerto Rico shall be \$29.95 per order. Any agencies shipping to any other location, within the continental United States, will not incur delivery fees.
12. Office Depot will extend the following discounts for orders delivered to centralized warehouses:

\$5,000.00 - \$24,999.99 = 2% point of sale discount

\$25,000.00 and above = 3% point of sale discount

The discounts will be available only to educational institutes (Higher education, K-12, Public/Private Schools) that utilize a centralized warehouse. Only the location(s) that the centralized warehouse(s) is located will be eligible for the discount.

Participating public agencies wishing to receive the discount will be required to set up a separate account for the centralized warehouse location. A participating agency interested in the centralized warehouse discount will need to involve their local Office Depot representative in order to be set up with the centralized warehouse discount. Office Depot will validate that the location(s) is eligible to receive the extra discount. Discounts will be extended only to the then current list of items offered through the Fairfax County Public School agreement. Items not included in the current Fairfax County Public School agreement will not be eligible for the extra discount. Discounts will be calculated at the time of checkout. Orders placed through the centralized warehouse account(s) will qualify for the annual rebates offered to participating agencies of the Fairfax County Public School agreement.

Office Depot reserves the right to give a maximum discount of 5% off of the current Fairfax County Public School's price for any individual order ranging in size from \$5,000.00 - \$24,999.99.

Office Depot reserves the right to give a maximum discount of 10% off of the current Fairfax County Public School's price for any individual order ranging in size from \$25,000.00 and above.

13. Items that are shipped directly from the wholesaler will not incur additional markups from the final negotiated pricing.
14. Participating Public Agencies that only utilize the Fairfax County Public School agreement will receive the following volume rebate:

| Annual Purchases | Rebate |
|------------------|--------|
| \$40K - \$500K   | 0.5%   |
| \$500K - \$1M    | 1.0%   |
| \$1M - \$3.5M    | 2.5%   |
| \$3.5M +         | 5.5%   |

Rebates to participating public agencies with billing accounts not in good standing (past due invoices older than 30 days) may be held until the account is in good standing. Rebates are based upon "paid for" spend.

Participating Public Agencies utilizing both the Fairfax County Public School Agreement, in conjunction with the LA County Master Agreement will not receive the stand alone Fairfax County Public School agreement rebate outlined above but will receive the following rebate structures:

E-Commerce rebates to the participating public agency of .5% if 40% of the annual eligible purchases that are ordered via e-commerce and 1% if 80% of the eligible purchases are ordered via e-commerce. Participating public agencies that have annual totals in e-commerce purchases, such that their qualifying annual rebate would be less than \$200, will not qualify to receive an annual rebate from Office Depot. Therefore, to receive a rebate, an agency must purchase annually \$20,000 or more with e-commerce percentage of at least 80% or \$40,000 with an e-commerce percentage of at least 40%.

Volume rebates to the participating public agency of:

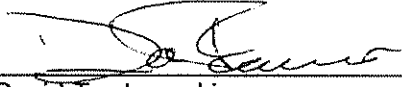
| Annual Purchases | Rebate |
|------------------|--------|
| \$500K - \$1M    | 0.5%   |
| \$1M - \$3.5M    | 2.0%   |
| \$3.5M +         | 5.0%   |

Rebates to participating public agencies with billing accounts not in good standing (past due invoices older than 30 days) may be held until the account is in good standing. Rebates are based upon "paid for" spend.

FCPS accepts details of Office Depot's proposed changes to rebate terms as defined in their final negotiations response dated March 30, 2010.

15. FCPS accepts Office Depot's transition plan dated April 1, 2010, to include the transition of pricing under Attachments III and V (from date of award through September 30, 2010) to pricing on Attachments III-A and V-A (effective October 1, 2010).
16. Office Depot agrees to sign the U.S. Communities Administration Agreement.

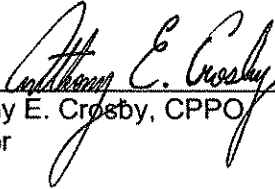
ACCEPTED BY:



David Trudnowski  
Public Sector Vice President  
Office Depot Inc.

4-12-10

Date



Anthony E. Crosby, CPPO  
Director

4/13/10

Date

