

AMENDMENT #1
to
TCPN Contract No. R5023
for Office Supplies, Related Products and Office Services

This Amendment #1 ("Amendment") is entered into by and between The Cooperative Purchasing Network ("TCPN") and Office Depot, Inc. ("Office Depot") and hereby amends and supplements TCPN Contract No. R5023 for Office Supplies, Related Products and Office Services effective July 12, 2010 (the "Contract"). This Amendment shall be deemed effective September 1, 2010 ("Amendment Effective Date").

WHEREAS, TCPN issued Request for Proposal #09-09 ("RFP") on September 24, 2009;

WHEREAS, Office Depot submitted a response to such RFP ("Response");

WHEREAS, TCPN awarded Office Depot the Contract effective July 12, 2010;

WHEREAS, the Contract includes the RFP and the Response;

WHEREAS, the parties wish to amend certain terms and conditions of the Contract as set forth in this Amendment; and

WHEREAS, this Amendment, upon mutual execution of the parties, shall be incorporated into the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows.

1. **PRICING.** Within its Response to the RFP, Office Depot presented TCPN with three (3) pricing options (see Tab 9 of the Response). Office Depot and TCPN have jointly reviewed the options. The parties have agreed that the pricing terms and conditions set forth below shall be incorporated into the Contract as of the Amendment Effective Date.
 - a. **Core List Pricing.** Office Depot agrees to supply to agencies purchasing under the Contract ("Participating Agencies") those office products and services as set forth in Exhibit A attached hereto (the "Master Core List") at the prices set forth therein. With the exception of paper and toner/ink items, Master Core List pricing will be updated in February and August of each year during the term of the Contract. Pricing for paper and toner/ink items on the Master Core List will fluctuate with market conditions, provided Office Depot gives TCPN at least thirty (30) days written notice before any paper or toner/ink price increase takes effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to substantiate any paper and toner/ink price adjustments. In the event items identified on the Master Core List are discontinued by Office Depot's supplier, Office Depot agrees to make all reasonable efforts to identify and replace any discontinued item with a product of equal or better value that is available within Office Depot's stocked inventory. Notwithstanding any other provision herein, TCPN and Office Depot may update the Master Core List from time to time by mutual written agreement (including e-mail).
 - b. **Custom Core Lists.** In addition, any Participating Agency with annual Spend¹ of at least \$100,000 will have the option of creating a unique custom core list with a maximum of 200 additional core items (each a "Custom Core List"). For purposes

¹ A Participating Agency's annual Spend will be calculated beginning on the date of initial purchase under the Contract and ending twelve (12) months thereafter.

of this Amendment, "Spend" shall mean a Participating Agency's paid-for purchases, net of returns, discounts and credits. A Participating Agency eligible to create a Custom Core List may choose from the items set forth on Exhibit B. Pricing for Custom Core List items is set forth in Exhibit B attached hereto. With the exception of paper and toner/ink items, Custom Core List pricing will be updated in February and August of each year during the term of the Contract. Pricing for Custom Core List paper and toner/ink items will fluctuate with market conditions, provided Office Depot gives TCPN at least thirty (30) days written notice before any paper or toner/ink price increase takes effect. Upon request, Office Depot shall provide TCPN with manufacturer documentation to substantiate any paper and toner/ink price adjustments. In the event any Custom Core List items are discontinued by Office Depot's supplier, Office Depot agrees to make all reasonable efforts to identify and replace any discontinued item with a product of equal or better value. Notwithstanding any other provision herein, a Participating Agency and Office Depot may update a Custom Core List from time to time by mutual written agreement (including e-mail). Office Depot shall provide TCPN with the custom core information on an account-by-account basis upon written request of TCPN.

- c. BSD Catalog Pricing: Items not on the Core List ("Non-Core Items") but identified in the printed Office Depot Business Solutions Division priced catalog ("BSD Catalog") in circulation at the time of order placement will be priced as follows:
 - i. Paper, toner and ink products will be priced at a discount of ten percent (10%) off the price set forth in the "Your Price" column in the BSD Catalog.
 - ii. All other products in the BSD catalog (except for the Exception Categories identified in subsection (f) below) will be priced at a discount of twenty (20%) off the price set forth in the "Your Price" column in the BSD Catalog.
 - iii. Initial pricing for Non-Core Items in the BSD Catalog is set forth in Exhibit C attached hereto. Pricing for Non-Core Items in the BSD Catalog will be updated in February and August of each year during the term of the Contract. TCPN will receive at least thirty (30) days written notice before price adjustments become effective.
- d. Copy & Print Depot Pricing. Copy & Print Depot products and services set forth on Exhibit D shall be priced in accordance with Exhibit D. Copy & Print Depot pricing shall be updated in February and August of each year during the term of the Contract.
- e. All Other Non-Core Items. Non-Core Items that are not identified in subsection (c) above shall not be subject to the discounts or pricing methodology otherwise set forth in this Contract. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.
- f. Exception Categories. Notwithstanding anything herein to the contrary, products in the following categories (as such categories are identified on www.officedepot.com) may be priced at the price set forth on www.officedepot.com at the time of the order: Technology, Custom Printing, Promotional Products, and Warranties.
- g. Pricing Adjustments. Notwithstanding any other provision of the Contract, prices are subject to adjustment at any time during the term in the event of significant demonstrable increases in costs to Office Depot resulting from changes in market

conditions, stock availability, energy/utility costs and unanticipated supply chain costs upon mutual written agreement. Office Depot shall provide TCPN with all reasonably requested documentation as necessary to substantiate any price increases.

- h. Discontinued Products. Products may be discontinued at any time, without notice to TCPN or Participating Agencies.

2. ADDITIONAL TERMS. The parties agree to add the following provisions to the Contract:

- a. Delivery. The pricing set forth in this Contract includes dock and/or mailroom delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Orders under \$50.00 will be subject to a \$5.95 special handling fee.
- b. Tier I Opportunities. Office Depot has developed a diversity purchasing initiative (the "Tier I Program") that can be utilized by end customers to purchase products and services from small businesses, minority- or women-owned suppliers and service disabled veteran suppliers. In the event a Participating Agency wishes to purchase under the TCPN Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, TCPN shall permit the Participating Agency to participate in Office Depot's Tier I program, provided such participation is in accordance with the terms of the Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The fee shall be negotiated among the Participating Agency, the Tier I partner and Office Depot.
- c. New Customers. In the event an agency eligible to purchase under the TCPN program chooses to purchase under this Contract, Office Depot may, in its sole discretion, offer the same or similar pricing that the agency was receiving immediately prior to joining TCPN.
- d. Agency Annual Volume Rebate. Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume Rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within sixty (60) days of each anniversary of the Participating Agency's date of initial purchase under the Contract and shall be calculated as follows:

Annual Spend	Annual Volume Rebate Percentage
\$100,000 +	1% of Annual Spend

- e. College Bookstore Program. Colleges and universities purchasing products under the Contract and re-selling those products through their on-campus bookstores are eligible to receive additional rebates (the "TCPN Bookstore Program") in accordance with the requirements herein. To qualify for the TCPN Bookstore Program, a Participating Agency shall execute a TCPN Bookstore Program Participation Agreement in the form of Exhibit E attached hereto. Upon Office Depot's receipt of a fully executed TCPN Bookstore Program Participation Agreement, such Participating Agency shall be eligible to receive quarterly rebates as set forth below ("Bookstore

Rebates”), provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract

Quarterly TCPN Bookstore Program Spend	Rebate Percentage
\$25,000 - \$49,999.99	2%
\$50,000 - \$74,999.99	4%
\$75,000 - \$99,999.99	6%
\$100,000 - \$149,999.99	8%
\$150,000 - \$374,999.99	10%
\$375,000.00 and above	14%

- i. Bookstore Rebates are calculated on Spend attributable to products sold in connection with the TCPN Bookstore Program only.
- ii. Bookstore Rebates are calculated on Spend back to the first dollar spent.
- iii. Bookstore Rebates shall be disbursed within sixty (60) days of the end of each calendar quarter based on Spend during such calendar quarter.
- iv. Master Core List pricing and Custom Core List pricing shall not apply to products sold to Participating Agencies for re-sale pursuant to the TCPN College Bookstore Program. However, all remaining pricing provisions set forth in the Contract shall apply to purchases made in connection with the TCPN Bookstore Program.
- v. A college or university participating in the TCPN Bookstore Program is still eligible to receive an Agency Annual Volume Rebate provided such college or university satisfies the requirements set forth in Section 2(e) above. However, products purchased for re-sale in connection with the TCPN Bookstore Program shall not be considered for purposes of calculating Agency Annual Volume Rebates.

3. **DELETED TERMS.** The parties agree to delete the following terms from the Contract

- a. The E-commerce incentive is deleted in its entirety (see Tab 9 of Response, Section 1).
- b. The point-of sale discount is deleted in its entirety (see tab 9 of Response, Section 2).

Capitalized terms not otherwise defined in this Amendment will have the same meaning as set forth in the Contract. All other terms and conditions of the Contract are hereby ratified, and shall remain in full force and effect. Should any conflict, whether direct or indirect, arise between this Amendment and the Contract, this Amendment shall control in all respects and the conflicting terms of the Contract shall be considered of no effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year last shown below.

OFFICE DEPOT, INC.

By: [Signature]

Name: John T. Lander

Title: Vice President

Date: 9/1/10

THE COOPERATIVE PURCHASING NETWORK

By: [Signature]

Name: Robert A. Pechacek

Title: Chief Financial Officer

Date: 8/26/10

