SUBJECT: OFFICE SUPPLIES, PIGGYBACK, STATE CONTRACT 618-000-11-1

BID #: XC-0432-11 **OPEN DATE: 03/15/2011**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – APRIL1, 2011 THROUGH OCTOBER 17, 2013 WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF LIST PRICE

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award to Staples Contract and Commercial, Inc. in the amount of $275,000.00 to fund services through April 17, 2017. The total revised contract expenditure not-to-exceed $6,115,000.00. To be executed by contract (contract #9594) amendment through the Office of General Counsel.

Funding for this award to be encumbered by various agency accounts, to be executed by purchase order(s).

Attachments: Recommendation Memo, Contract and Amendments, Previous Awards

Analyst: _____
CHELSEY RENFROE

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Greg Pease, Chief of Procurement Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PROCUREMENT DIVISION

TO: Gregory Pease, Chief, Procurement Division

FROM: Dan Pearson, Manager of Purchasing Services, Asst.

DATE: January 18, 2017

SUBJECT: XC-0432-11 Office Supplies, Piggyback, State Contract 618-000-11-1

The Procurement Division requests approval to increase the award to Staples Contract and Commercial, Inc., in the amount of $275,000.00 for services through April 17, 2017. The revised total contract expenditure not-to-exceed $6,115,000.00. To be executed by formal contract amendment through the Office of General Counsel.

Funding to be encumbered by various agencies and released by purchase order(s).

Thank you for your assistance and consideration in this matter.

Staples Contract Spent History

Month	Spent
Dec-16	$101,534.11
Nov-16	$71,735.53
Oct-16	$103,139.41
Sep-16	$83,359.54
Aug-16	$134,940.36
Jul-16	$65,842.37
Jun-16	$101,989.47
May-16	$71,630.76
Apr-16	$89,862.73
Mar-16	$93,868.89
Feb-16	$75,022.42
Jan-16	$94,456.53

Average	$90,615.18

FOURTH AMENDMENT TO AGREEMENT
(UTILIZING STATE OF FLORIDA CONTRACT NUMBER 618-000-11-1)
BETWEEN
THE CITY OF JACKSONVILLE
AND
STAPLES CONTRACT & COMMERCIAL, INC.
(OPERATING AS STAPLES ADVANTAGE)
FOR
PURCHASE OF OFFICE SUPPLIES

THIS FOURTH AMENDMENT to Agreement is made and entered into in duplicate this 28 day of Oct, 2016, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the ACity@), and STAPLES CONTRACT & COMMERCIAL, INC., operating as Staples Advantage, a Delaware corporation authorized to do business in Florida with principal office at 500 Staples Drive, Framingham, Massachusetts 01702 (hereinafter the AVendor@), for purchase of office supplies and office and copy paper (hereinafter the AProject@).

RECITALS:

WHEREAS, on April 15, 2011, City and Vendor made and entered into City of Jacksonville Contract # 9594 utilizing State of Florida Contract # 618-000-11-1 (hereinafter the "Agreement") for the Project with a total not-to-exceed maximum indebtedness of $1,550,000.00; and

WHEREAS, pursuant to an award dated December 11, 2012, the First Amendment to said Agreement increased the total not-to-exceed maximum indebtedness to City under said Agreement by $330,000.00 to a new total not-to-exceed maximum indebtedness of $1,880,000.00;and

WHEREAS, pursuant to an award dated October 24, 2013, the Second Amendment to said Agreement increased the total not-to-exceed maximum indebtedness to City under said Agreement by $880,000.00 to a new total not-to-exceed maximum indebtedness of $2,760,000.00; and

WHEREAS, pursuant to an award dated September 19, 2014, the Third Amendment to said Agreement increased the total not-to-exceed maximum indebtedness to City under said Agreement by $880,000.00 to a new total not-to-exceed maximum indebtedness of $3,640,000.00; and

WHEREAS, pursuant to an award dated October 29, 2014, the total not-to-exceed maximum indebtedness to City under said Agreement was increased by $880,000.00 to a new total not-to-exceed maximum indebtedness of $4,520,000.00 but such increase and revised maximum indebtedness were not memorialized by a formal written amendment which should have been the Fourth Amendment to said Agreement; and

WHEREAS, pursuant to an award dated October 15, 2015, the total not-to-exceed maximum indebtedness to City under said Agreement was increased by $880,000.00 to a new total not-to-exceed maximum indebtedness of $5,400,000.00 but such increase and revised maximum

indebtedness were not memorialized by a formal written amendment which should have been the Fifth Amendment to said Agreement; and

WHEREAS, said Agreement should be further amended to extend the contract period for six months from October 18, 2016, to April 17, 2017, or until a replacement contract has been executed, and to increase the award for the such extended period in an amount not-to-exceed $440,000.00 for a revised total maximum indebtedness not-to-exceed $5,840,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and, by this reference, are made a part hereof and are incorporated herein.

2. Section 4.01 of the Agreement is amended by extending the contract period for six (6) months from October 18, 2016, through April 17, 2017, or until a replacement agreement has been executed, subject to earlier termination, and as amended shall read as follows:

> "The term of this Agreement shall commence as of APRIL 1, 2011, and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until APRIL 17, 2017, or until a replacement agreement has been executed unless sooner terminated for convenience by either of the parties without cause by giving thirty (30) days' advance written notice to the other party, and/or as provided in **Exhibit 1**. During said period of time, the supplies, materials, equipment and/or contract services shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same pursuant to the State Contract at the prices provided therein and herein."

3. Section 5.02 of said Agreement is amended in part to increase the City's maximum indebtedness by an amount not-to-exceed $440,000.00 for a revised total maximum indebtedness not-to-exceed $5,840,000.00 and to clarify the various increases to the City's maximum indebtedness, and as amended shall read as follows:

> "5.02. Notwithstanding any contrary provision in **Exhibit 1,** the maximum indebtedness of the City for all fees, reimbursable items or other costs for Services provided by Vendor during the entire term of this Agreement shall not exceed the sum of FIVE MILLION EIGHT HUNDRED FORTY THOUSAND AND 00/100 USD ($5,840,000.00) to be encumbered as follows:
>
> 5.02.01. Pursuant to award dated March 15, 2011, for said Agreement, an amount not-to-exceed ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND 00/100 USD ($1,550,000.00).

5.02.02. Pursuant to award dated December 11, 2012, and memorialized in the First Amendment to said Agreement, an amount not-to-exceed THREE HUNDRED THIRTY THOUSAND AND 00/100 USD ($330,000.00).

5.02.03. Pursuant to award dated October 24, 2013, and memorialized in the Second Amendment to said Agreement, an amount not-to-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 USD ($880,000.00).

5.02.04. Pursuant to award dated September 19, 2014, and memorialized in the Third Amendment to said Agreement, an amount not-to-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 USD (880,000.00).

5.02.05. Pursuant to award dated October 29, 2014, but not memorialized in a formal written amendment to said Agreement, an amount no-to-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($880,000.00).

5.02.06. Pursuant to award dated October 15, 2015, but not memorialized in a formal written amendment to said Agreement, an amount no-to-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($880,000.00).

5.02.07. Pursuant to award dated July 1, 2016, amended by award dated July 28, 2016, and memorialized in this Fourth Amendment to said Agreement, an amount not-to-exceed FOUR HUNDRED FORTY THOUSAND AND 00/100 USD ($440,000.00) for the period October 18, 2016, through April 17, 2017."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

By _____
Signature

Thomas Brown
Type/Print Name

Regional Sales Director
Title

STAPLES CONTRACT & COMMERCIAL, INC. (Operating As Staples Advantage)

By Wayne Hall
Signature

Wayne Hall
Type/Print Name

RVP Sales
Title

Aug 8, 2016

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Encumbrance and funding information for internal City use:

Account..... _____

Amount.....$_____

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract #9594, 4th Amendment

Form Approval:

James R. McCain
Office of General Counsel

9594
Amd3

01/23/15 14:32:54
Procurement Division

THIRD AMENDMENT TO AGREEMENT
(UTILIZING STATE OF FLORIDA CONTRACT NUMBER 618-000-11-1)
BETWEEN
THE CITY OF JACKSONVILLE
AND
STAPLES CONTRACT & COMMERCIAL, INC.
(OPERATING AS STAPLES ADVANTAGE)
FOR
PURCHASE OF OFFICE SUPPLIES

THIS THIRD AMENDMENT to Agreement is made and entered into in duplicate this 6 day of Feb, ~~2014~~ 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "City"), and STAPLES CONTRACT & COMMERCIAL, INC., operating as Staples Advantage, a Delaware corporation authorized to do business in Florida with principal office at 500 Staples Drive, Framingham, Massachusetts 01702 (hereinafter the "Vendor"), for purchase of office supplies and office and copy paper (hereinafter the "Project").

RECITALS:

WHEREAS, on April 15, 2011, City and Vendor made and entered into City of Jacksonville Contract # 9594 utilizing State of Florida Contract # 618-000-11-1, as amended by that First Amendment dated April 10, 2013 (together the "Agreement") for the Project; and

WHEREAS, said Agreement should be further amended to change the contract period from October 18, 2014, through October 17, 2015, to the period from October 18, 2014, to October 17, 2016, subject to earlier termination, to clarify that the second renewal is the final renewal option so as to align with State of Florida Contract # 618-000-11-1 and that no renewal options remain, and to increase the award for the final renewal period in an amount not-to-exceed $880,000.00 for a revised total maximum indebtedness not to exceed $3,640,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and, by this reference, are made a part hereof and are incorporated herein.

2. Section 4.01 of the Agreement is amended by changing the contract period from October 18, 2014, through October 17, 2015, to the period from October 18, 2014, to October 17, 2016, subject to earlier termination, and as amended shall read as follows:

> "The term of this Agreement shall commence as of APRIL 1, 2011 and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until OCTOBER 17, 2016, unless sooner terminated

for convenience by either of the parties without cause by giving thirty (30) days' advance written notice to the other party, and/or as provided in **Exhibit 1**. During said period of time, the supplies, materials, equipment and/or contract services shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same pursuant to the State Contract at the prices provided therein and herein."

3. Section 4.02 of said Agreement is amended to clarify that the second renewal is the final renewal option so as to align with State of Florida Contract # 618-000-11-1 and that no renewal options remain, and as amended shall read as follows:

"The second renewal option is the final renewal option. The exercise of such second and final renewal option aligns said Agreement with State of Florida Contract # 618-000-11-1. No additional renewal options remain.

3. Section 5.02 of said Agreement is amended in part to increase the City's maximum indebtedness by an amount not-to-exceed $880,000.00 for a revised total maximum indebtedness not-to-exceed $3,640,000.00 and, as amended, shall read as follows:

"5.02. Notwithstanding any contrary provision in **Exhibit 1**, the maximum indebtedness of the City for all fees, reimbursable items or other costs for Services provided by Vendor during the entire term of this Agreement shall not exceed the sum of THREE MILLION SIX HUNDRED FORTY THOUSAND AND 00/100 USD ($3,640,000.00) to be encumbered as follows:

5.02.01. For City Fiscal Year October 1, 2010 through September 30, 2011, an amount not-to-exceed THREE HUNDRED THOUSAND AND 00/100 USD ($300,000.00); and

5.02.02. For City Fiscal Year October 1, 2011 through September 30, 2012, an amount not-to-exceed SIX HUNDRED THOUSAND AND 00/100 USD ($600,000.00); and

5.02.03. For City Fiscal Year October 1, 2012 through September 30, 2013, an amount not-to-exceed NINE HUNDRED THIRTY THOUSAND AND 00/100 USD ($930,000.00); and

5.02.04. For the period October 1, 2013 through October 17, 2013, an amount not-to-exceed FIFTY THOUSAND AND 00/100 USD ($50,000.00); and

5.02.05. For the period October 18, 2013 through October 17, 2014, an amount no-to-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($880,000.00).

5.02.06. For the period October 18, 2014 through October 17, 2016, an amount not-t-exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($880,000)."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Alvin Brown, Mayor

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

In compliance with Section 24[illegible] *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpe[illegible]encumbered, and unimpo[illegible] appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

_____
Director of Finance
9594 pro

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

STAPLES CONTRACT & COMMERCIAL, INC. (Operating As Staples Advantage)

Thomas W. Wilkinson
By _____
Signature

Thomas W. Wilkinson
Type/Print Name

Jan 13, 2015
Title

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SECOND AMENDMENT (FIRST RENEWAL)
TO AGREEMENT
(UTILIZING STATE OF FLORIDA CONTRACT NUMBER 618-000-11-1)
BETWEEN
THE CITY OF JACKSONVILLE
AND
STAPLES CONTRACT & COMMERCIAL, INC.
(OPERATING AS STAPLES ADVANTAGE)
FOR
PURCHASE OF OFFICE SUPPLIES

12/2/13 15:31:32
J - Procurement Division

THIS SECOND AMENDMENT (FIRST RENEWAL) to Agreement is made and entered into in duplicate this 1st day of December, 2013, by and between the CITY OF JACKSONVILLE (hereinafter the ACity@), a municipal corporation existing under the Constitution and the laws of the State of Florida, and STAPLES CONTRACT & COMMERCIAL, INC., operating as Staples Advantage (hereinafter the AVendor@), a Delaware corporation authorized to do business in Florida, with principal office at 500 Staples Drive, Framingham, MA 01702, for purchase of office supplies and office and copy paper (hereinafter the AProject@).

RECITALS:

WHEREAS, on April 15, 2011, City and Vendor made and entered into City of Jacksonville Contract # 9594 utilizing State of Florida Contract # 618-000-11-1, as amended by that First Amendment dated April 10, 2013 (together, the "Agreement") for the Project; and

WHEREAS, said Agreement should be further amended, in part, by exercising the first of three (3) renewal options to extend the Agreement's term until October 17, 2014, subject to earlier termination; with two (2) renewal options remaining; by providing for annual compensation during the first renewal period in an amount not-to-exceed $880,000.00; with all other provisions, terms and conditions of said Agreement remaining unchanged, as specified in the City's General Government Awards Committee Award BID# XC-0432-11 dated October 24, 2013; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the parties agree to amend said Agreement as follows:

1. The above stated recitals are accurate, true, and correct and, by this reference, are made a part hereof and are incorporated herein.

1. Section 4.02 of the Agreement is amended in part to add a sentence after the existing language, and to exercise the first of three (3) renewal options to extend the Agreement's term until October 17, 2014 subject to earlier termination, with two renewal options remaining. The following sentence is hereby added at the end of the existing Section 4.02:

"The City has elected to renew the Agreement for the first renewal term as provided herein, and has extended the ending date of this Agreement to October 17, 2014."

3. Section 5.02 of said Agreement is amended in part to increase the City's maximum indebtedness by an amount not-to-exceed $880,000.00 to a new total maximum indebtedness of $2,760,000.00 and, as amended, shall read as follows:

"5.02. Notwithstanding any contrary provision in **Exhibit 1,** the maximum indebtedness of the City for all fees, reimbursable items or other costs for Services provided by Vendor during the entire term of this Agreement shall not exceed the sum of TWO MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100 USD ($2,760,000.00) to be encumbered as follows:

5.02.01. For City Fiscal Year October 1, 2010 through September 30, 2011, an amount not-to-exceed THREE HUNDRED THOUSAND AND 00/100 USD ($300,000.00); and

5.02.02. For City Fiscal Year October 1, 2011 through September 30, 2012, an amount not-to-exceed SIX HUNDRED THOUSAND AND 00/100 USD ($600,000.00); and

5.02.03. For City Fiscal Year October 1, 2012 through September 30, 2013, an amount not-to-exceed NINE HUNDRED THIRTY THOUSAND AND 00/100 USD ($930,000.00); and

5.02.04. For the period October 1, 2013 through October 17, 2013, an amount not-to-exceed FIFTY THOUSAND AND 00/100 USD ($50,000.00); and

5.02.05 For the period October 18, 2013 through October 17, 2014, an amount no-to-~~exceed EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS~~ ($880,000.00)."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Alvin Brown, Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

See Next Page
Director of Finance

Form Approved:

Office of General Counsel

ATTEST:

STAPLES CONTRACT & COMMERCIAL, INC.
(Operating As Staples Advantage)

By Crystal Butler
Signature
Crystal Butler
Type/Print Name
Sr. Administrative Assistant
Title

By
Signature
Thomas W. Wilkinson
Type/Print Name
VP - Sales
Title

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Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account Summary..... VARIOUS
Total Contract Amount..... $880,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

C. Ronald Belton

Director of Finance
City Contract # 9594 Amendment #2

FIRST AMENDMENT TO AGREEMENT
(UTILIZING STATE OF FLORIDA CONTRACT NUMBER 618-000-11-1)
BETWEEN
THE CITY OF JACKSONVILLE
AND
STAPLES CONTRACT & COMMERCIAL, INC.
(OPERATING AS STAPLES ADVANTAGE)
FOR
PURCHASE OF OFFICE SUPPLIES

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 10 day of April, 2013, by and between the CITY OF JACKSONVILLE (hereinafter the "City"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and STAPLES CONTRACT & COMMERCIAL, INC., operating as Staples Advantage (hereinafter the "Vendor "), a Delaware corporation authorized to do business in Florida, with principal office at 500 Staples Drive, Framingham, MA 01702, for purchase of office supplies and office and copy paper (hereinafter the "Project").

RECITALS:

WHEREAS, on April 15, 2011, City and Vendor made and entered into City of Jacksonville Contract # 9594 utilizing State of Florida Contract # 618-000-11-1 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended so as to include office paper, virgin and recycled and all copy paper; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the parties agree to amend said Agreement as follows:

1. The above stated recitals are accurate, true, and correct and, by this reference, are made a part hereof and are incorporated herein.

2. The fourth WHEREAS clause in the Recitals of said Agreement is amended to include paper, virgin and recycled and all copy paper, and, as amended, shall read as follows"

"**WHEREAS**, the State Contract is broad enough to include the Project and Vendor has agreed to allow the City to use its State Contract for purchase of office supplies and paper, virgin and recycled and all copy paper; and."

3. Section 5.02. of said Agreement is amended, in part, to provide for an annual expenditure of $330,000.00 for office and copy paper and to increase the total maximum indebtedness to $1,880,000.00 and, as amended, shall read as follows:

"5.02. Notwithstanding any contrary provision in **Exhibit 1**, the maximum indebtedness of the City for all fees, reimbursable items or other costs for Services provided by Vendor during the entire term of this Agreement shall not exceed the sum of ONE MILLION EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 USD ($1,880,000.00) to be encumbered as follows:

5.02.01. For City Fiscal Year October 1, 2010 through September 30, 2011, an amount not-to-exceed THREE HUNDRED THOUSAND AND 00/100 USD ($300,000.00); and

5.02.02. For City Fiscal Year October 1, 2011 through September 30, 2012, an amount not-to-exceed SIX HUNDRED THOUSAND AND 00/100 USD ($600,000.00); and

5.02.03. For City Fiscal Year October 1, 2012 through September 30, 2013, an amount not-to-exceed NINE HUNDRED THIRTY THOUSAND AND 00/100 USD ($930,000.00); and

5.02.04. For the period October 1, 2013 through October 17, 2013, an amount not-to-exceed FIFTY THOUSAND AND 00/100 USD ($50,000.00)."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of April 15, 2011 shall remain unchanged and shall continue in full force and effect.

Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Amount..... $1,880,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

C. Ronald Belton

Director of Finance
City Contract # 9594

JTW
Amd #1

Contract Encumbrance Data Sheet follows immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

_____
Alvin Brown, Mayor

Cleveland Ferguson, III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2012-17

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

See next page

_____
Director of Finance

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Crystal Butler
Type/Print Name

Sr. Administrative Assistant
Title

STAPLES CONTRACT & COMMERCIAL, INC.
(Operating As Staples Advantage)

By _____
Signature

Thomas W. Williams
Type/Print Name

V.P. Sales
Title

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AGREEMENT

(Utilizing State of Florida Contract Number 618-000-11-1)

BETWEEN

THE CITY OF JACKSONVILLE

AND

STAPLES CONTRACT & COMMERCIAL, INC.

(Operating as Staples Advantage)

FOR

Purchase of Office Supplies

THIS AGREEMENT, made and entered into in duplicate this 5th day of April 2011, by and between the CITY OF JACKSONVILLE (hereinafter referred to as the "City"), a municipal corporation existing under the Constitution and the laws of the State of Florida and STAPLES CONTRACT & COMMERCIAL, INC. (operating as Staples Advantage) (hereinafter referred to as the "Vendor "), a Delaware corporation authorized to do business in Florida, with principal office at 500 Staples Drive, Framingham, MA 01702, for purchase of office supplies (hereinafter referred to as the "Project").

RECITALS:

WHEREAS, effective for the period of time from October 18, 2010 through October 17, 2013, the State of Florida, through its Department of Management Services ("State") entered into State Contract Number 618-000-11-1 ("State Contract") for procurement of Office and Educational Consumables, with various parties including Vendor; and

WHEREAS, said State Contract has been competitively procured and awarded by the State as contracting authority according to Florida law; and

WHEREAS, The Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code* authorizes and allows the City to use *inter alia* contracts of other local governmental entities, which have been competitively procured and awarded; and

WHEREAS, the State Contract is broad enough to include the Project and Vendor has agreed to allow the City to use its State Contract for purchase of office supplies; and

WHEREAS, it is in the best interest of the parties to use the State Contract for the Project and to add those contractual provisions the City is required to use by ordinance or policy; now

therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the parties agree as follows:

ARTICLE 1: Incorporation of Recitals:

1.01. The above stated recitals are accurate, true and correct and, by this reference, are made a part hereof and are incorporated herein.

ARTICLE 2: Engagement of Vendor:

2.01. CITY hereby engages Vendor and Vendor hereby accepts said engagement for the purpose of providing to City services, materials and equipment for the Project, as described in and according to the provisions and pricing of: the State Contract and its exhibits, attachments and addenda, identified as **Exhibit 1** (hereinafter referred to as the "Services") and, by this reference, made a part hereof and are incorporated herein as if it was setout herein in its entirety; and in accordance with the other provisions, required by law, ordinance or policy for the City, contained in this Agreement. With respect to the Project, the provisions, terms and conditions of the State Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY:

3.01. City shall designate, for the Services received, a Project Coordinator who will, on behalf of the City, coordinate with Vendor and administer this Agreement according to the terms and conditions contained in the State Contract, and its exhibits, attachments and addenda, this Agreement herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility the designated Project Coordinator to coordinate all Project related activities with the Vendor. The City's Project Coordinator shall be: Eric Niemi, Procurement Analyst.

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

4.01. The term of this Agreement shall commence as of APRIL 1, 2011 and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until OCTOBER 17, 2013, unless sooner terminated for convenience, by either of the parties without cause, by giving thirty (30) days advance written notice to the other party; and/or as provided in

Exhibit 1. During said period of time, the supplies, materials, equipment and/or contract services shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same pursuant to the State Contract at the prices provided therein and herein.

4.02. This Agreement may be renewed, in the sole discretion of the City, for an additional period of three (3) years, upon terms and conditions mutually acceptable to the parties; *provided however* exercise of any renewal is contingent upon the State Contract's continuing to be in full force and effect at the time of proposed renewal and during the period of proposed renewal.

ARTICLE 5: Payments for Services of Vendor:

5.01. Except as provided in Section 5.2 hereof, the City will compensate Vendor for the Services rendered hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator.

5.02. Notwithstanding any contrary provision in Exhibit 1, the maximum indebtedness of the City for all fees, reimbursable items or other costs, for Services provided, by Vendor, during the entire term of this Agreement, shall not exceed the sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND 00/100 USD ($1,550,000.00) to be encumbered as follows:

5.02.01. For City Fiscal Year October 1, 2010 through September 30, 2011, an amount not-to-exceed THREE HUNDRED THOUSAND AND 00/100 USD ($300,000.00); and

5.02.02. For City Fiscal Year October 1, 2011 through September 30, 2012, an amount not-to-exceed SIX HUNDRED THOUSAND AND 00/100 USD ($600,000.00); and

5.02.03. For City Fiscal Year October 1, 2012 through September 30, 2013, an amount not-to-exceed SIX HUNDRED THOUSAND AND 00/100 USD ($600,000.00); and

5.02.04. For the period October 1, 2013 through October 17, 2013, an amount not-to-exceed FIFTY THOUSAND AND 00/100 USD ($50,000.00).

5.03. The City's obligation to perform and pay under this Agreement is contingent upon the existence and availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 6: Notice:

6.01. In addition to the notice requirement in **Exhibit 1**, notice to the City under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Eric Niemi
214 North Hogan Street
Jacksonville Fl 32202

Michael Clapsaddle
214 North Hogan Street
Jacksonville, Fl 32202

ARTICLE 7: Laws, Ordinances, Rules and Regulations:

As required by Section 126.108(b), *Ordinance Code*: In the provision of the Services, Vendor must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

ARTICLE 8: Conflict of Interest:

The parties will follow the provisions of Section 126.112, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

ARTICLE 9: Prompt Payment:

To the extent that Vendor uses City of Jacksonville certified Jacksonville Small Emerging Business Enterprises ("JSEB) and City of Jacksonville certified Minority Business Enterprises ("MBE") as subcontractors or suppliers for performance under this Agreement, this Article 9 shall apply. If no such JSEBs or MBEs are used then this Article 9 shall not apply. As required by Chapter 126, Part 6, *Ordinance Code*: Notwithstanding any contrary provisions in **Exhibit 1**, the City's prompt payment provisions shall be as follows:

9.1 Generally. When Vendor receives payment from the City for labor, services or materials furnished by subcontractors and suppliers hired by Vendor, the Vendor shall remit payment due (less proper retainage) to those subcontractors and suppliers in accordance with the provisions of

Vendor's contracts with those subcontractors and suppliers. Nothing herein shall prohibit Vendor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Vendor may dispute the disputed portion of any such payment only after Vendor has provided notice to the City and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within ten (10) calendar days after Vendor's receipt of payment from the CITY. Vendor shall pay all undisputed amounts due within the time limits imposed by this Section.

9.2. Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (referred hereinafter as the "Code"), Vendor shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their *pro rata* share of their earned portion of the progress payments made by the City, under this Agreement, within seven (7) business days after Vendor's receipt of payment from the City (less proper retainage). The *pro-rata* share shall be based on all work completed, Services, materials and equipment furnished, or Services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Vendor, the Vendor shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that Vendor has made proper payments to its certified JSEB's or MBE's from all prior payments Vendor has received from the City. Vendor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Vendor. If Vendor withholds payment to its certified JSEB's or MBE's, which payment has been made by the City to Vendor, the vendor shall return said payment to the City. Vendor shall provide notice to the City and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) shall be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said JSEB's or MBE's within five (5) calendar days after Vendor's receipt of payment from the City. Vendor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement,

compensable by one per-cent (1%) of the outstanding invoice being withheld, by the City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the City.

9.3. Third Party Liability. The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, SBDE or MBE or any third party or create ant City liability for Vendor's failure to make timely payments hereunder. However, Vendor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Vendor's contractual obligations to the City. As a result of said breach, the CITY, without waiving any other available remedy it may have against Vendor, may: (i) issue joint checks; and (ii) charge Vendor a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

ARTICLE 10: Non Discrimination:

As required by Section 126.404, *Ordinance Code*: Vendor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. Vendor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that Vendor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Vendor agrees that, if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
Neill W. McArthur, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
John Peyton, Mayor

Kerri Stewart
Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 10-01

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

_____
Director of Finance

STW
9594

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Kaylee Bosha
Type/Print Name

Sr Admin Asst
Title

STAPLES CONTRACT & COMMERCIAL, INC.
(Operating As Staples Advantage)

By _____
Signature

Kevin Moss
Type/Print Name

VP-Sales
Title

LEGAL
W.R. McArthur
INITIALS
4/13/11
DATE

G:\Clev\ Operations\NEILL\CONTRACT\STAPLES for Office Supplies etc. State Contract # 618-000-11-FINAL 4-12-11.doc

SUBJECT: OFFICE SUPPLIES, PIGGYBACK, STATE CONTRACT 618-000-11-1

BID #: XC-0432-11 OPEN DATE: 03/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – APRIL1, 2011 THROUGH OCTOBER 17, 2013 WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF LIST PRICE

NUMBER OF BIDS INVITED: NA NUMBER RECEIVED: NA OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The previous award was approved on July 1, 2016 to Staples Contract and Commercial, Inc. under Florida State contract #618-000-11-1 to extend for a period of six (6) months or until a replacement contract has been executed, with an increase expenditure not to exceed $440,000.00 for the period of service and a total revised contract expenditure not to exceed $4,890,000.00.

Recommend approval to amend the award dated July 1, 2016 to include awards dated October 29, 2014 for a total not to exceed $880,000.00 and October 15, 2015 for a total not to exceed $880,000.00. A contract was not formally amended to reflect these increase amounts. The total revised contract indebtedness is a Not-To- Exceed $5,840,000.00, to be executed by contract amendment #4 thru the Office of the General Counsel.

Attachments: Previous Awards, Agency Memo, Email from Division of State Purchasing, Copy of Contract

Analyst: K. Nasworthy KATHERINE NASWORTHY RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY W. PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 7-28-16

Teresa R. Eichner OTHER:

ACTION OF AWARDING AUTHORITY DATE 7/28/16

MK APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

SUBJECT: OFFICE SUPPLIES, PIGGYBACK, STATE CONTRACT 618-000-11-1

BID #: XC-0432-11 OPEN DATE: 03/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – APRIL1, 2011 THROUGH OCTOBER 17, 2013 WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF LIST PRICE

NUMBER OF BIDS INVITED: NA NUMBER RECEIVED: NA OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with Staples Contract and Commercial, Inc. under Florida State contract #618-000-11-1 to extend for a period of six (6) months or until a replacement contract has been executed. The period of service shall be extended from October 18, 2016 through April 17, 2017 with increase expenditure not to exceed $440,000.00 for the period of service. Total revised contract expenditure not to exceed $4,890,000.00. To be executed by contract amendment #4 thru the Office of the General Counsel.

Funding for this award to be encumbered by various agencies and to be executed by purchase orders.

Attachments: Previous Awards, Agency Memo, Email from Division of State Purchasing, Copy of Contract

Analyst: KATHERINE NASWORTHY RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY W. PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 6/30/16

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 7/05/16

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: OFFICE SUPPLIES, PIGGYBACK, STATE CONTRACT 618-000-11-1

BID #: XC-0432-11

OPEN DATE: 03/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – APRIL1, 2011 THROUGH OCTOBER 17, 2013 WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF LIST PRICE

NUMBER OF BIDS INVITED: NA NUMBER RECEIVED: NA OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject piggyback bid was awarded the final two year renewal option on October 24, 2014 that expires October 17, 2016.

Recommend approval to increase the award to Staples Contract and Commercial, Inc. in the annual expenditure amount of $880,000.00 for a total award not-to-exceed $4,450,000.00.

Funding for this award to be encumbered by various agencies and to be executed by purchase order.

Attachments: Previous Awards, State of Florida Contract #618-000-11-1

Analyst: K. Nasworthy
KATHERINE NASWORTHY

RESPECTFULLY SUBMITTED:
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY W. PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 10-15-15

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 10/15/15

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Amend #4

SUBJECT: **Office Supplies, Piggyback, State Contract 618-000-11-1**

BID# XC-0432-11

OPEN DATE: **3/15/2011**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

Supply Contract - April 1, 2011 through October 17, 2013 with One (1), Three (3) Year Renewal Option

AGENCY: **PROCUREMENT**

BASIS OF AWARD: **Highest Fixed Percentage Discount off List Price**

NUMBER OF BIDS INVITED **NA** NUMBER RECEIVED **NA** OTHER **NA**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award to Staples Contract and Commercial, Inc. dated 10/24/2014 to rescind the increased amount of $880,000.00. This increase will be for the 3rd and final year of the remaining renewal option and will be presented back to the committee for approval pending approval of the Fiscal Year 16 budget. The revised expenditure for Total Award not-to-exceed $3,640,000.00 with no other changes required.

Recommend approval to amend the award to Staples Contract and Commercial, Inc. dated 11/7/2014 to correct the revised expenditure for Total Award not-to-exceed $3,640,000.00 with no other changes required.

Attachments: Previous Awards, Revised Spreadsheet, Copy of Contract & Amendments

BUYER: Daniel Pearson
DANIEL PEARSON

RESPECTFULLY SUBMITTED: Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Gregory W. Pease, Chief, Procurement Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 11/20/14

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 11/21/14

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For Mayor
Under
Executive Order No. 2010-04

FORM GB-108, Revised 12/2007

SUBJECT: OFFICE SUPPLIES, PIGGYBACK, STATE CONTRACT 618-000-11-1

BID #: XC-0432-11

OPEN DATE: 03/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – APRIL1, 2011 THROUGH OCTOBER 17, 2013 WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF LIST PRICE

NUMBER OF BIDS INVITED: NA NUMBER RECEIVED: NA OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The previous award to Staples Contract and Commercial, Inc. was approved on October 24, 2014 to change the contract period from October 17, 2014 through October 17, 2016 and increase the award in the amount not to exceed $880,000.00 and a revised expenditure not to exceed $3,900,000.00.

Recommend approval to amend award to revise the total estimated expenditure for a not to exceed amount of $3,570,000.00.

Funding for this award to be encumbered by various agencies and to be executed by purchase order.

Attachments: Previous Awards, Revised Spreadsheet

Analyst: KATHERINE NASWORTHY RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY W. PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING ____ DATE: 11/06/14

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 11/7/14

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11 OPEN DATE: 3/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT: APRIL 1, 2011 THROUGH OCTOBER 17,2013, WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: **PROCUREMENT**

BASIS OF AWARD: **HIGHEST FIXED PERCENTAGE DISCOUNT OFF OF LIST PRICE**

NUMBER OF BIDS INVITED NUMBER RECEIVED OTHER

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend award dated 9/19/14 to Staples Contract and Commercial, Inc., to change the contract period from October 18, 2014 through October 17, 2015 to October 18, 2014 to October 17, 2016, and to clairfy the second renewal is now the final renewal option to align with the state contract #618-000-11-1.

Recommend approval to increase the award to Staples Contract and Commercial, Inc., in the amount of $880,000.00 per the aforementioned amendment for a revised expenditure not-to-exeed $3,800,000.00 $35,70,000.00

Funding Source - Various Agencies to be executed by a formal contract though the Office of General Counsel
Attachments: 1) Previous Awards 2) State of Florida Contract #618-000-11 Amendments

BUYER: KATHERINE NASWORTHY RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Gregory W. Pease, Chief, Procurement Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 10/23/14

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 10/24/14

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

FORM GB-108, Revised 12/2007

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11

OPEN DATE: 3/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT: APRIL 1, 2011 THROUGH OCTOBER 17, 2013, WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: **PROCUREMENT**

BASIS OF AWARD: **HIGHEST FIXED PERCENTAGE DISCOUNT OFF OF LIST PRICE**

NUMBER OF BIDS INVITED **N/A** NUMBER RECEIVED **N/A** OTHER **N/A**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to utilize the second of three (3), one (1) year renewal options with Staples Contract and Commercial, Inc. under the State of Florida Contract #618-000-11-1 for the period of October 18, 2014 through October 17, 2015, with an annual expenditure in the amount of $860,000.00. Total revised expenditure not-to-exceed $3,020,000.00 $2,160,000.00

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2014. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Funding Source - Various Agencies
Amendment to be executed by a formal contract through the Office of General Counsel
Attachment: 1)Previous Awards 2) State of Florida Contract Amendments

BUYER: KATHERINE NASWORTHY

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Gregory W. Pease, Chief, Procurement Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 09/18/14

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE: 9/19/14

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Bruce A. Ronkin, Director
Under Authority of:
Executive Order No. 2013-04

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11

OPEN DATE: 3/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT: APRIL 1, 2011 THROUGH OCTOBER 17, 2013, WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF OF LIST PRICE

NUMBER OF BIDS INVITED NA NUMBER RECEIVED NA OTHER NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO UTILIZE THE FIRST OF THREE (3), ONE (1) YEAR, RENEWAL OPTIONS WITH STAPLES CONTRACT AND COMMERCIAL, INC. UNDER THE STATE OF FLORIDA CONTRACT #618-000-11-1 FOR THE PERIOD OF OCTOBER 18, 2013 THROUGH OCTOBER 17, 2014, WITH AN ANNUAL EXPENDITURE IN THE AMOUNT OF [redacted] TOTAL REVISED EXPENDITURE NOT-TO-EXCEED [redacted] $1,810,000.00

FUNDING SOURCE - VARIOUS AGENCIES
AMENDMENT TO BE EXECUTED THROUGH OFFICE OF GENERAL COUNSEL
ATTACHMENT: 1) PREVIOUS AWARDS 2) STATE OF FLORIDA CONTRACT AMENDMENTS

BUYER: DANIEL PEARSON

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY W. PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 10/17/13

OTHER: _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED _____ DATE: 10/24/13

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

FORM GB-108, Revised 12/2007

2nd AMEND
NO MONEY
Add Le 2

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11

OPEN DATE: 3/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT: APRIL 1, 2011 THROUGH OCOTBER 17, 2013, WITH ONE (1) THREE (3) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF OF LIST PRICE

NUMBER OF BIDS INVITED NA NUMBER RECEIVED NA OTHER NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

THE PREVIOUS AWARD WAS APPROVED ON DECEMBER 11, 2012 TO AMEND THE CONTRACT BY ADDING COPY PAPER AND INCREASING THE CONTRACT AMOUNT BY $330,000.00 FOR THE ANNUAL EXPENDITURE.

RECOMMEND APPROVAL TO AMEND THE AWARD AND REVISE THE TOTAL ESTIMATED EXPENDITURE FOR A NOT TO EXCEED AMOUNT OF ~~$1,880,000.00~~ Should BE $ 930,000.00

AMENDMENT TO BE EXECUTED THROUGH OFFICE OF GENERAL COUNSEL

ATTACHEMENTS: 1) PREVIOUS AWARD

BUYER: for SHERYL KURTZ

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 03/28/13

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE: 3/29/13

APPROVED 6

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Cleveland Ferguson, III
Deputy Chief Administrative Officer FORM GB-108, Revised 12/2007
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2012-17

1st AMEND

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11

OPEN DATE: 3/15/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT: APRIL 1, 2011 THROUGH OCTOBER 17, 2013, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION

AGENCY: PROCUREMENT

BASIS OF AWARD: HIGHEST FIXED PERCENTAGE DISCOUNT OFF OF LIST PRICE

NUMBER OF BIDS INVITED NA NUMBER RECEIVED NA OTHER NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL TO AMEND THE AWARD WITH STAPLES CONTRACT AND COMMERCIAL, INC. UNDER STATE OF FLORIDA CONTRACT #618-000-11-1 TO INCLUDE OFFICE PAPER, VIRGIN AND RECYCLED AND ALL COPY PAPER. ESTIMATED AMOUNT OF EXPENDITURE IS ~~$330,000.00~~ ANNUALLY, NOT TO EXCEED $930,000.00. TOTAL ESTIMATED EXPENDITURES ARE NOT TO EXCEED AMOUNT OF ~~$1,630,000.00~~ INCORRECT

CORRECT AMENDMENT TO BE EXECUTED THROUGH OFFICE OF GENERAL COUNSEL $ 930,000.00

ATTACHMENTS: 1) RECOMMENDATION MEMO
2) PRIOR AWARD

BUYER: SHERYL KURTZ

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREGORY PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 12/06/12

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 12/11/12

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Cleveland Ferguson, III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2012-17

FORM GB-108, Revised 12/2007

SUBJECT: Office Supplies, Piggyback, State Contract 618-000-11-1

BID# XC-0432-11 OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

Supply Contract - April 1, 2011 through October 17, 2013 with One (1) Three (3) Year Renewal Options

AGENCY: **PROCUREMENT**

BASIS OF AWARD: **Highest Fixed Percentage Discount Off of List Price**

NUMBER OF BIDS INVITED **NA** NUMBER RECEIVED **NA** OTHER **NA**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to award to Staples Contract and Commercial, Inc., utilizing State of Florida Contract number 618-000-11-1, for the period from April 1, 2011 through October 17, 2013.

Annual estimated expenditures are not to exceed amount of $600,000.00

Total estimated expenditures are not to exceed $1,550,000.00 (FY11-$300,000.00, FY12-$600,000.00, FY13-$600,000.00, FY14-$50,000.00).

Attachments: Recommendation Memo, Price Comparisons, Risk Management Approval, DMS Contract 618-000-11-1

BUYER: ERIC NIEMI RESPECTFULLY SUBMITTED: MICHAEL CLAPSADDLE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Michael Clapsaddle, Chief, Procurement Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 03/10/11

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE: 3-15-11

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Derek Igou
Deputy Chief Administrative Officer
For Mayor John Peyton
Under Authority of
Executive Order No. 10-02

FORM GB-108, Revised 12/2007