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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:

CITY OF JACKSONVILLE:

By James R. McCain, Jr.
Corporation Secretary



Alvin Brown, Mayor
Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown

In compliance with Section 248.01 of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpaired 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:

C. Ronald Reiff
Director of Finance
9594 PRO

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

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

By _____
Signature

Thomas W. Wilkinson
By _____
Signature

Type/Print Name

Thomas W. Wilkinson
Type/Print Name

Title

Jan 13, 2015
Title