

RESOLUTION NO. 2012 - 239

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND TO EXECUTE A MEMBER PARTICIPATION ADDENDUM TO THE MASTER PURCHASING AGREEMENT FOR THE PURCHASE OFFICE SUPPLIES.

RECITALS

WHEREAS, the County desires to enter into an agreement for the purchase of office supplies; and

WHEREAS, the Board of County Commissioners of Pasco County implemented the Florida Local Government Purchasing Network ("FLGPN") to facilitate the cooperative purchase of certain goods and services by other Florida public entities under the terms and conditions of a Master Purchasing Agreement by and between Pasco County and a supplier selected through the Request For Proposals process ("piggyback"); and

WHEREAS, the County has purchased office supplies through the FLGPN since February 2009; and

WHEREAS, in accordance with Section 302.6.5.4 of the St. Johns County Purchasing Manual, the County may piggyback on the current Master Purchasing Agreement by and between the Pasco County Board of County Commissioners, and its Florida Local Government Purchasing Network, and Staples Contract & Commercial, Inc. d/b/a/ Staples Advantage ("Supplier") via Pasco County RFP No. SS-12-044; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Master Purchasing Agreement and the Member Participation Addendum to the Master Purchasing Agreement (attached hereto, an incorporated herein), and finds that entering into said agreement serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.


Section 2. The County Administrator, or designee, is authorized to execute the Member Participation Addendum to the Master Purchasing Agreement by and between

the Supplier and the Pasco County Board of County Commissioners, and its Florida Local Government Purchasing Network on behalf of the County.

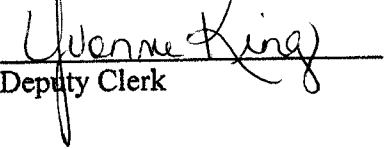
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of September, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 09/06/12



EXHIBIT D

MEMBER PARTICIPATION ADDENDUM

This Member Participation Addendum ("Participation Addendum"), is entered into as of September 4th 2012 ("Effective Date"), by and between Staples Contract and Commercial, Inc., operating as Staples Advantage ("Supplier") and St Johns County Board of County Commissioners ("Member"), pursuant to the Master Purchasing Agreement between Supplier and Pasco County Board of County Commissioners and its Florida Local Government Purchasing Network (FLGPN) ("Association") dated as of August 1, 2012 ("Agreement"). References to specific terms herein will have the same meaning as set forth in the Agreement.

WHEREAS, Member is a member of Association's purchasing group and wishes to purchase Products and Services from Supplier under the Agreement,

WHEREAS, in order to become a "Buyer" thereunder Member wishes to execute and deliver this Participation Addendum.

NOW THEREFORE, in consideration of Supplier's agreement to accept Member as a Party to the Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member and Supplier agree as follows:

1. **Effective Date.** The Term of the Agreement with respect to Member shall commence of September 4, 2012 ("Effective Date") and shall terminate upon the earlier of (i) termination or expiration of the Agreement, or (ii) the date at which Member ceases to be an Affiliate of Association.
2. **Member Acknowledgement.** Member acknowledges that it (i) will be bound in all respects by the terms of the Agreement as a "Buyer" and a "Party" in accordance with the terms thereof; and (ii) will be solely liable for payment of Products purchased from Supplier in accordance with the Agreement.
3. In the event of conflict between this Participation Addendum and the Agreement, the terms and conditions of the Agreement shall control.
4. **Termination for Convenience.** Participating "member" shall have the option to terminate this Agreement in whole or in part, for any reason, without cause, at any time without further charge or expense, upon at least thirty (30) calendar days prior notice to the "supplier".
5. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Florida excluding its conflicts of law provisions; and any litigation with respect thereto shall be brought in the courts of St Johns County Florida

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Participation Addendum.

ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS **STAPLES CONTRACT & COMMERCIAL, INC.**

By its authorized agent:

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____

Address for Notices:

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
ATTN: Joe Burch
Telephone: 904-209-0152
Facsimile: 904-209-0153
Email: jburch@sjcfl.us
with a copy to: County Administrator

(Signature)

Name: Kevin Moss

Title: VP of Sales

Date: _____

Address for Notices:

Staples Contract & Commercial, Inc.
500 Staples Drive
Framingham, MA 01702
ATTN: Kevin Moss
Telephone: 800-693-9800
Facsimile:
Email: Kevin.moss@staples.com
with a copy to: General Counsel



that was easy.™

STAPLES ADVANTAGE MASTER PURCHASING AGREEMENT

Effective Date: August 1, 2012
Association's Name: Pasco County Board of Commissioners

THIS MASTER PURCHASING AGREEMENT ("Agreement") is entered into as of the Effective Date by and between **STAPLES CONTRACT & COMMERCIAL, INC.**, a Delaware corporation, operating as Staples Advantage, with its principal place of business at 500 Staples Drive, Framingham, MA 01702 ("Supplier") and the above named Association, a political subdivision of the State of Florida, and consists of this signature page and the attached terms and conditions, Exhibits and all other documents attached hereto, which are incorporated in full by this reference.

Pasco County Board of County Commissioners

Staples Contract & Commercial, Inc.

By its authorized agent:

By its authorized agent:

(Signature)

(Signature)

Name: Ann Hildebrand

Name: Kevin Moss

Title: Chairman

Title: VP

Date: _____

Date: 10-19-12

Address for Notices:

Address for Notices:

Purchasing Department
Pasco County Board of County Commissioners
8919 Government Drive
New Port Richey, Florida 34654
ATTN: Purchasing Director
Telephone: (727) 847-8194
Facsimile: (727) 847-8065
Email: purchasing@pascocountyfl.net
with a copy to: County Attorney's Office

Staples Contract & Commercial, Inc.
500 Staples Drive
Framingham, MA 01702
ATTN: Kevin Moss
Telephone: 800-693-9800
Facsimile:
Email: Kevin.moss@staples.com
with a copy to: General Counsel

County Attorney's Office
Pasco County Board of County Commissioners
8731 Citizens Drive, Suite 340
New Port Richey, Florida 34654

For Legal Use Only

Confidential

RECITALS

WHEREAS, Supplier is in the business of selling Products and related Services;

WHEREAS, Association wishes to establish a program by which Association and its Affiliates may purchase such Products and related Services from Supplier; and

WHEREAS, Association solicited competitive proposals for such Products and related Services; and determined that Supplier submitted the best proposal for the same; and

WHEREAS, Association has established the Florida Local Government Purchasing Network (FLGPN) to allow cooperative purchasing of such Products and related Services by other local government members of FLGPN (Members); and

WHEREAS, Association and Supplier desire to enter into an agreement for the sale by Supplier of Products and Services to Association and FLGPN Members upon execution of a Participation Addendum by such Member(s).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS.

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Exhibits of this Agreement in which they are defined.

1.1 Affiliate. Any corporation or other business entity that during the term of this Agreement controls, is controlled by or is under common control with a Party. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the

right to vote for the election of directors or other managing authority of another entity.

1.2 Annual Period. August 1st to July 31st during each year this Agreement is effective.

1.3 Business Day. Monday through Friday, 8:00 a.m. to 6:00 p.m. in each of the forty-eight contiguous United States time zones, excluding days on which Supplier is not open for business in the United States of America.

1.4 Business Hours. The time between 8:00 a.m. and 6:00 p.m. in each time zone throughout the United States of America on any Business Day.

1.5 Buyer. The legal entity identified as Association on page one of this Agreement and each Member upon execution of a Participation Addendum.

1.6 Calendar Day. Every day of any given month or portion thereof.

1.7 Catalog. Supplier's current full line.

1.8 Contract Items. The items that Buyer purchases from Supplier at the prices as set forth in Exhibit A ("Product Price List"), as amended from time to time.

1.9 Disclosing Party. A Party that discloses Proprietary Information to another Party.

1.10 E-Commerce Platform. The non-public e-commerce platform hosted by Supplier that is used by Buyer to view Products and to place its Purchase Order.

1.11 Effective Date. The date this Agreement is effective, as specified on page one.

1.12 Incentives. Any incentives for which Association and/or each Member qualifies and which are payable by Supplier to Association and/or each Member as set forth in

Exhibit B ("Supplemental Provisions") attached hereto.

1.13 Indemnifiable Claim. (i) Any personal injury or death, (ii) any damage to or destruction of tangible property or any loss of use resulting therefrom, (iii) any violation of any statute, ordinance or regulation, (iv) any breach of any warranty, representation, or agreement made by the Indemnifying Party under this Agreement, and/or (v) infringement of any patent, copyright, trademark, trade secret or other intellectual property rights of a third party.

1.14 Indemnified Harm. Any and all losses, liabilities, damages, judgments, awards, expenses, claims, actions, lawsuits and costs, including reasonable attorneys' fees and other expenses or as otherwise proscribed by Florida law.

1.15 Indemnified Party. Supplier, Association and/or Member and/or their respective subsidiaries, Affiliates, directors, officers, employees and agents.

1.16 Indemnifying Party. Supplier, Association and/or Member

1.17 Initial Term. The initial term specified in Section 3.1 hereof.

1.18 Marks. The trade names, logos, trademarks, trade devices, trade dress, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, or any other indicia of ownership of a Party.

1.19 Member. Each legal entity that is a member of FLGPN and identified on the list of Members attached hereto as Exhibit C and which may be amended from time to time ("Member List"). Members identified on the Member List may purchase Product and Services under this Agreement upon the execution of a Participation Addendum.

1.20 Net Sales. The gross sales price of the Product, less shipping costs (including freight charges and insurance), taxes, duties, any

rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid.

1.21 Non-Contract Items. The balance of the items that Buyer purchases from Supplier's Catalog, which are neither Contract Items, Premium Products nor Proprietary Products.

1.22 Participation Addendum. The same or substantially similar form of the participation addendum set forth as Exhibit D attached hereto and incorporated herein by this reference. Upon execution of a Participation Agreement by a Member, such Member may purchase Products and Services from Supplier at the prices set forth herein.

1.23 Party. Supplier, Association and Member(s)

1.24 Personal Information. All personal, individually-identifiable information in the Disclosing Party's possession, with respect to which the Disclosing Party has made certain commitments regarding data privacy, confidentiality, and security that the Receiving Party may receive or have access to pursuant to the terms of this Agreement.

1.25 Association. The legal entity identified as Association on page one of this Agreement.

1.26 Principal Parties. Supplier and Association.

1.27 Premium Products. The paper, paper related items, petroleum based products, steel based products, facilities products, custom products, seasonal products, break room supplies, toner, ink and computer supplies that Buyer purchases from Supplier at the prices set forth in Exhibit A, as amended from time to time and attached hereto ("Product Price List").

1.28 Products. All office products that are designated as Contract Items, Non-Contract Items, Premium Products and

Proprietary Products that Buyer purchases from Supplier.

1.29 Product Cost. Supplier's purchase order cost.

1.30 Program Information. All Supplier's Marks, Personal Information and Proprietary Information, including, without limitation, pricing and data entered into its public and non-public e-commerce websites or a similar electronic procurement system.

1.31 Proprietary Information. Proprietary Information shall mean all information or data furnished by the Disclosing Party to the Receiving Party, which the Receiving Party should reasonably understand to be considered confidential and proprietary information by the Disclosing Party including, but not limited to, all information regarding customers, clients, employees and suppliers, pricing models, Products and Services information, financial or operational data, business plans, strategies, models or forecasts, internal performance results, Program Information and other documentation relating to the Disclosing Party's business activities that would qualify as "trade secrets" under Section 688.02, F.S.. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which:

- (a) is published or is otherwise in or subsequently becomes part of the public domain, through no fault of the Receiving Party;
- (b) prior to disclosure hereunder is within the legitimate possession of the Receiving Party;
- (c) is disclosed to the Receiving Party from a source other than the Disclosing Party, and the Receiving Party has no knowledge or reason to know of any violation of law or breach of any confidentiality obligation to the Disclosing Party by such source;

(d) is independently developed by the Receiving Party without using Proprietary Information of the Disclosing Party;

(e) is transmitted to the Receiving Party by the Disclosing Party after the Disclosing Party has received Notice (as defined in Section 18 hereof) from the Receiving Party that it does not desire to receive further Proprietary Information; or

(f) is required to be produced by the Association under Florida law.

1.32 Proprietary Products. Certain products and certain printed business forms, letterhead, promotional products, and other products where Buyer identification or use renders the product proprietary to Buyer and not suitable for sale to any other customer of Supplier.

1.33 Purchase Order. Purchase order or other written instrument executed, or electronic transmissions originated by, an authorized Representative of Buyer indicating which Products and/or Services Buyer will purchase from Supplier.

1.34 Quarterly Period. Each consecutive three month period during a calendar year.

1.35 Receiving Party. A Party that receives Proprietary Information from another Party.

1.36 Representative. An employee, officer, director or agent of a Party.

1.37 Services. The services provided by Supplier as described in Section 7, including without limitation all professional, management, labor and general services, together with any materials, supplies, tangible items or other goods Supplier furnishes in connection with such services.

1.38 Subcontractor. A third party to whom a Party has delegated or subcontracted

any portion of its obligations under this Agreement.

1.39 Taxes. Any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Products and Services, excluding any state or local privilege or franchise taxes, taxes based upon Supplier's net income and any taxes or amounts in lieu thereof (including Michigan Single Business Taxes and Washington B&O taxes), paid or payable by Supplier.

2.0 SCOPE OF AGREEMENT.

2.1 In accordance with the terms and conditions of this Agreement, Buyer may purchase and Supplier shall provide the Products described in Exhibit A or the Catalog, at the prices specified therein, and the Services described in Exhibit B.

2.2 All Purchase Orders issued to Supplier by Buyer during the Term of this Agreement shall be governed only by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on Buyer's Purchase Order or Supplier's acknowledgement. Any additional or different terms in Buyer's documents are hereby deemed to be material alterations and Notice of objection to and rejection of them is hereby given.

2.3 Buyer agrees that Supplier will be considered Buyer's preferred (but not exclusive) supplier of Products and/or Services. Buyer represents and warrants that (a) all statements made by Buyer in any documentation or request for information delivered to Supplier with respect to the procurement of office products and services are true and correct in all material respects; and (b) Buyer will make a good faith effort to transition all of its purchases of office products and services to Supplier on an enterprise wide basis in a timely manner.

2.4 The Association has negotiated this Agreement on behalf of and for the benefit of FLGPN Members. Notwithstanding anything to the contrary herein, Supplier reserves the right to reject any proposed new Member that (a) is a current customer of Supplier (b) is or becomes a competitor of Supplier, or (c) fails to satisfy Supplier's credit requirements.

2.5 This Agreement is intended to govern the purchase and sale of office-related products and/or services in the United States of America as specifically set forth in this Agreement. The Parties may expand the scope of this Agreement via further agreement(s) to include additional countries, regions and/or lines of business upon mutual written agreement of the Parties (each, a Further Agreement).

3.0 TERM.

3.1 The Initial Term of this Agreement shall be for a period of five (5) years commencing on the Effective Date and ending on July 31st, 2017 (the "Initial Term"), and may be renewed upon the mutual written agreement of the Parties for additional one-year terms (each, a "Renewal Term"), unless otherwise terminated in accordance with the provisions of this Agreement. The "Term" refers to the Initial Term and any Renewal Term(s).

3.2 Buyer shall begin to purchase Products and Services from Supplier within the first thirty (30) Calendar Days of the Effective Date.

4.0 TERMINATION.

4.1 Termination for Default Between Principal Parties. If either Principal Party fails to comply in any material respect with any of the covenants, agreements or conditions in this Agreement and such failure continues for thirty (30) Calendar Days after written notification from the non-breaching Principal Party, the non-breaching Principal Party may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, terminate this

Agreement upon an additional ten (10) Calendar Days' prior written Notice to the breaching Principal Party. Notwithstanding the foregoing, if either Principal Party breaches its obligations under Section 14 (Confidentiality) or Section 16 (Indemnification), the non-breaching Principal Party may, in its sole discretion, terminate this Agreement immediately upon Notice to the breaching Principal Party.

4.2 Termination for Convenience between Principal Parties. Either Principal Party shall have the option to terminate this Agreement in whole or in part, for any reason, without cause, at any time without further charge or expense, upon at least ninety (90) Calendar Days' prior Notice to the other Principal Party.

4.3 Termination for Insolvency between Principal Parties. Either Principal Party may regard the other Principal Party as in default of this Agreement and immediately terminate this Agreement by Notice to the other Principal Party if the other Principal Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

4.4 Termination of Members. Supplier may terminate this Agreement with respect to any Member (a) for any reason, without cause, by giving Association and the applicable Member at least thirty (30) Calendar Days' prior written notice; (b) if a Member fails to make payments within the payment terms specified in this Agreement or fails to comply in any other material respect with the covenants, agreements or conditions in this Agreement, and such failure continues for thirty (30) Calendar Days after written notice to Association and the applicable Member, upon an additional ten (10) Calendar Days' prior written notice to Association and the applicable Member; and/or

(c) immediately by written notice to Association and the applicable Member if said Member becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to or initiates a proceeding under any bankruptcy or insolvency law or has wound up or liquidated its business. For the avoidance of doubt, the termination of this Agreement with respect to any Member shall not terminate this Agreement with respect to Association and the remaining Member (s).

4.5 Effect of Termination. In the event of a termination by a Party or upon cancellation or expiration of this Agreement, the applicable Buyer agrees to promptly pay all amounts owed to Supplier. Following termination, Supplier (a) will pay Buyer any earned Incentives in accordance with the terms and conditions of this Agreement, and (b) reserves the right to withhold shipment of any and all Products until all past due invoices owed to Supplier by Buyer have been paid.

In addition, each Party will use commercially reasonable efforts to assist the other Party(ies) in termination of this Agreement as may be necessary for the orderly, non-disrupted business continuation of each Party.

5.0 PRICING AND REBATES.

5.1 Contract Items. Prices for Contract Items provided under this Agreement are set forth in Exhibit A ("Product Price List"). The prices for Contract Items are firm for ninety (90) Calendar Days from the Effective Date and, thereafter, shall be adjusted bi-annually and appended hereto as Exhibit A, to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Contract Items.

5.2 Premium Products. The prices for Premium Products provided under this Agreement are set forth in Exhibit A. The prices for Premium Products are firm for ninety (90) Calendar Days, August 1, 2012 and, thereafter, shall be adjusted bi-annually appended hereto as

Exhibit A, to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Premium Products.

5.3 Non-Contract Items. Prices for Non-Core Items provided under this Agreement are set forth in the Catalog. Prices for Non-Contract Items are firm for the then current Annual Period and, thereafter, shall be adjusted each subsequent Annual Period and shall be listed in the then current Catalog to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items.

5.4 Manufacturer/Supplier Special Negotiated Priced Products. If Buyer purchases Products at negotiated special pricing from manufacturer/suppliers, Supplier agrees to hold such pricing firm for the initial Term of this Agreement. Notwithstanding the foregoing, if manufacturer/supplier removes or adjusts the special negotiated pricing, Supplier may pass on price adjustments.

5.5 Commodity Groupings. Association acknowledges that prior to the execution of this Agreement, Association has informed Supplier of Association's approximate mix of commodity groupings and quantities of Products each Buyer may purchase from Supplier. Association acknowledges and agrees that any proposed material changes to the commodity groupings of Products purchased by each Buyer during the Term ("Commodity Grouping Changes"), may have a material and adverse impact on Supplier's overall Product pricing and Incentives offered under this Agreement, and that without limiting its other rights and remedies, Supplier shall be entitled to (a) adjust the Product pricing and/or Incentives as a result of Association's proposed Commodity Grouping Changes, or (b) consider Association to be in default of this Agreement.

5.6 Estimated Purchase Volume. Supplier has predicated its pricing on Association's stated annual aggregate purchase

volume of all Buyers participating in Supplier's purchasing program: \$550,000.00 ("Buyers' Estimated Purchase Volume"), as well as Buyers' current purchasing patterns. If after the first ninety (90) Calendar Days from the Effective Date of this Agreement, Buyers' Net Sales volume falls below the Estimated Purchase Volume in any given month during the Term based upon an annualized run rate, or there are material changes to Buyers' current purchase patterns, Supplier may modify pricing to a level commensurate with Buyers' actual Net Sales volume.

5.7 Extraordinary Price Adjustment. Supplier reserves the right to adjust the price on any Product or Service offered to each Buyer in the event that extraordinary market events require the immediate adjustment of that Product or Service's price. Any extraordinary price adjustment shall be accompanied by appropriate supporting documentation to explain and/or justify such an adjustment. Supplier also reserves the right to add a fuel surcharge to each Buyer's orders.

5.8 Minimum Purchase Orders. Each Buyer shall have a minimum order size of \$50.00 per order ("Minimum Order Size"). In the event that a Buyer places an order below its Minimum Order Size, such Buyer will be notified that the order cannot be processed.

5.9 Pricing Limitations and Incentives. Supplier reserves the right to not sell any Products below its Product Cost. Supplier agrees to pay Buyer for those Incentives for which Buyer qualifies in accordance with the terms set forth in Exhibit B ("Supplemental Provisions"). Payment of all Incentives hereunder is contingent upon Buyer paying all invoices within the payment terms specified in this Agreement. Supplier shall have no obligation to pay Buyer any Incentives not earned prior to or as a result of the termination, expiration or cancellation of this Agreement. Incentives set forth in Exhibit B that are based on Net Sales shall be limited to the purchase of Products set forth in this Agreement only. For

the avoidance of doubt, any Net Sales attributable to the purchase of products and/or services set forth in any Further Agreement shall be excluded from any Incentives set forth in Exhibit B unless otherwise specified in any Further Agreement.

6.0 PROPRIETARY PRODUCTS.

6.1 Proprietary Products. Each Buyer acknowledges that Supplier may, at the request of Buyer, purchase Proprietary Products for Buyer pursuant to the terms of a Proprietary Products Agreement, which will be provided to Buyer upon request. Buyer shall not be required to purchase or pay for any quantity of Proprietary Products in excess of the amounts specified in the Proprietary Products Agreement.

7.0 SERVICES; DELIVERY; RETURNS AND REPORTING.

7.1 Services. Supplier agrees to provide the Services listed in Exhibit B ("Supplemental Provisions"), at no additional charge unless otherwise indicated, in accordance with this Agreement and the performance standards and quality requirements set forth in Exhibit B. Services may be modified, changed, or enhanced from time to time as mutually agreed by the Parties in written modifications to Exhibit B.

7.2 Standard Delivery. Supplier shall use commercially reasonable efforts to ship Products ordered by Buyer before 5:00 p.m. local time within one (1) Business Day after acceptance of a Purchase Order, except for special order Products or Products that are back ordered. In the event that a Product is back ordered or shipment is delayed for any reason, Buyer will be notified of such delay and Supplier shall use commercially reasonable efforts to deliver the delayed Product as promptly as commercially practicable. Supplier will treat any such delayed order as active unless Buyer contacts Supplier and provides other instructions. Supplier's standard shipments shall be F.O.B. Buyer's location in the forty-eight (48) contiguous United States. Additional freight

charges may apply for desk-top delivery, special delivery, rushes or special order Products.

7.3 Right of Access. Buyer shall permit Supplier's employees, subcontractors and agents reasonable access to its facilities in connection with performance hereunder.

7.4 Returns. Supplier will accept returns of stocked office supply Products in salable condition up to thirty (30) Calendar Days after receipt by Buyer, including Staples® Brand office supply Products. The Product must be returned to Supplier with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts, and a copy of the packing slip. Any Product that is returned without a promotional item(s), which was included in the original transaction (e.g., buy printer, get free ink) will have the value of the promotional item deducted from the amount refunded. Software Products, including Staples® Brand software Products, must be returned within thirty (30) Calendar Days of receipt by Buyer unopened and in salable condition. An opened or defective software Product can be exchanged for the same title and version of the software Product within thirty (30) Calendar Days of receipt by Buyer. Subject to manufacturers' returns policies and restrictions, business machines, computers, consumer electronics, networking, peripherals, storage and technology Products, including Staples® Brand Products in each of these categories, must be returned within fourteen (14) Calendar Days of receipt of Product. Unassembled furniture, including Staples® Brand furniture, must be returned within fourteen (14) Calendar Days of receipt of Product. Assembled or custom furniture, including Staples® Brand furniture, may not be returned, except damaged or defective assembled or custom Furniture may be returned within fourteen (14) Calendar Days of receipt of Product. Non-stock Products and custom imprinted Products are not returnable, except damaged or defective non-stock Products and/or custom imprinted Products may be returned within thirty (30) Calendar Days of

Buyer receiving such Product. Buyer may process Product returns online by accessing Supplier's E-Commerce Platform. Returned Products will not be traceable unless Buyer follows the return procedures outlined in this Section 7.4.

7.5 Reporting. Supplier will provide monthly usage reports to Buyer in a form mutually agreed to by the Parties.

7.6 Additional Services. No fee for additional Services shall be due unless such Service fee is agreed to in writing by both Parties prior to Supplier performing such additional Services.

8.0 PAYMENT TERMS AND INVOICING.

8.1 Invoices. In accordance with each Buyer's payables system requirements, Supplier shall invoice each Buyer by weekly summary billing. In the event a Buyer location fails to make payment, the applicable Buyer shall be responsible for the payment for that particular location.

8.2 Payment Terms. Each Buyer will remit all invoice payments, including all Taxes on its Product purchases to Supplier in thirty (30) Calendar Days from receipt of invoice, unless otherwise agreed to in writing by the Parties. In the event a Buyer fails to comply in any material respect with the foregoing payment terms, Supplier may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Buyer's location(s) by written notice to such Buyer and to Association.

8.3 Convenience and Registered Procurement Cards. Each Buyer may participate in Supplier's convenience card and/or registered procurement card programs by completing and signing Supplier's Convenience Card Application and/or Registered Procurement Card Registration Form, which will be provided upon request. If Buyer elects to participate in either of Supplier's

programs, Buyer must comply with all of the terms and conditions set forth in the applicable application and/or registration form.

9.0 TAXES.

9.1 If Buyer is exempt from paying Taxes on its purchases from Supplier, Buyer shall provide Supplier with a valid certificate of exemption, as prescribed and defined by applicable law. Supplier shall charge Buyer Taxes, if any, on its sales of Products to Buyer. Notwithstanding the foregoing, Taxes or similar liabilities chargeable against the income or gross receipts of Supplier shall be paid by Supplier.

9.2 Supplier shall be responsible for the withholding and/or payment, as required by law, of all federal, national, state, provincial and local taxes imposed on Supplier or its employees because of the performance of the Services hereunder. Further, Supplier shall comply with all federal and state benefits laws applicable to Supplier or its employees, if any, including making deductions and contributions to social security and unemployment tax. In addition, the Parties acknowledge and agree that Supplier is responsible for collecting and remitting all applicable Taxes due in connection with Supplier's sale of Products to Buyer, if any. Each Party shall be responsible for the payment of all other taxes, imposed upon it in connection with, or as a result of, this Agreement.

9.3 Supplier shall defend, indemnify and hold harmless Buyer against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Supplier or its employees engaged in performance of this Agreement.

10.0 TITLE, RISK OF LOSS AND PRODUCT WARRANTY.

10.1 Title and risk of loss in connection with the Products shall pass to Buyer at the time the Products are delivered to Buyer.

10.2 Supplier expressly warrants that it will provide each Buyer with pass-through of all manufacturers' warranties for all Products sold to Buyer. Supplier expressly warrants that all Supplier branded Products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier' samples, if any.

10.3 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

11.0 RELATIONSHIP OF THE PARTIES.

It is understood and agreed that each of the Parties hereto is an independent contractor and that no Party is, nor shall be considered to be, an agent of another. No Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Unless otherwise agreed to in writing, Supplier assumes full responsibility for the actions of all of its personnel while performing sales of Products and Services under this Agreement and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved.

12.0 FORCE MAJEURE.

No Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, war or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such Party (other than causes related to such Party's financial condition or with respect to the payment of money), provided that such Party has promptly informed the other Party (or if applicable, Parties) of such force majeure event upon the occurrence thereof (including a reasonable estimate of the additional time required for performance) and such Party uses best efforts and all due diligence to effect the required performance as soon as reasonably practicable.

13.0 INSURANCE.

Each Party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, and adequate coverage for vehicles, to the extent applicable.

14.0 CONFIDENTIALITY.

14.1 Use and Protection. The Receiving Party agrees to use the Proprietary Information only for the limited purpose of fulfilling its obligations under this Agreement. The Receiving Party agrees that it shall hold the Proprietary Information confidential and, unless otherwise provided for herein, not disclose it to any third party. The Receiving Party may disclose Proprietary Information to its Subcontractors, representatives, independent contractors, agents, and consultants (collectively, "Nonaffiliated Third Parties") and to its Affiliates, provided that (a) any Nonaffiliated Third Parties and Affiliates shall be

restricted in use and re-disclosure of the Proprietary Information to the same extent as the Receiving Party; (b) any such Nonaffiliated Third Parties and Affiliates shall have entered into Supplier' form confidentiality agreement without modification, which shall be no less restrictive than the terms hereof or (c) if otherwise required to disclose under Florida law. Each Party represents that it exercises reasonable care and adequate measures to protect its own Proprietary Information and that it shall exercise no less care to safeguard the Proprietary Information acquired from the Disclosing Party. Such measures shall include, at a minimum, a requirement that all Proprietary Information shall be retained in a secure place with access limited to only such employees, Nonaffiliated Third Parties and/or Affiliates who need access to such Proprietary Information for purposes of this Agreement and that, notwithstanding anything to the contrary herein, each such employee, Nonaffiliated Third Party, and/or Affiliate shall be informed of the existence and terms of this confidentiality provision.

14.2 Required Disclosure. In the event that the Receiving Party is required by law to disclose any of the Proprietary Information, the Receiving Party agrees that it will (i) furnish only that portion of the Proprietary Information which it in good faith reasonably considers to be legally required, (ii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Proprietary Information, and (iii) continue to protect the Proprietary Information as provided herein.

14.3 Ownership: Return of Material. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the Disclosing Party. At the conclusion of the Parties' relationship, upon written request of the Disclosing Party, the Receiving Party shall either return all Proprietary Information to the Disclosing Party or destroy all Proprietary Information and certify its destruction to the Disclosing Party. Notwithstanding the foregoing, if the Receiving Party is not able to remove the Disclosing Party's Proprietary Information from its information technology system(s), the Receiving Party may

retain such information in said system(s), provided that (a) the Receiving Party may not use such Proprietary Information for any purpose whatsoever, and (b) the Receiving Party shall remain subject to the confidentiality provisions herein with respect to such Proprietary Information.

14.4 Personal Data Privacy. The Receiving Party agrees to treat Personal Information in accordance with the provisions set forth below. With respect to Personal Information that is also Proprietary Information, the following obligations shall be in addition to the obligations set forth above (the Parties agreeing that in the event of any conflict, the provision affording the greater protection to the information shall control):

14.4.1 Pursuant to this Agreement, the Receiving Party may receive or have access to Personal Information in the Disclosing Party's possession, with respect to which the Disclosing Party has made certain commitments regarding data privacy, confidentiality, and security;

14.4.2 The Receiving Party shall obtain no title or other property rights in the Personal Information;

14.4.3 The Receiving Party shall only use the Personal Information for the purpose of this Agreement. The Receiving Party shall only use or disclose the Personal Information as necessary to perform this Agreement, or pursuant to the unambiguous prior consent of the individual the Personal Information relates to (for which the Receiving Party has the responsibility of obtaining), or as otherwise required by law. If the Receiving Party collects additional Personal Information from a specific individual pursuant to this Agreement, then the Receiving Party's collection, use, and disclosure of such Personal Information shall be pursuant to the prior unambiguous consent of the individual (for which the Receiving Party shall have the responsibility of obtaining);

14.4.4 The Receiving Party shall implement reasonable precautions to protect the Personal Information from loss; misuse; and unauthorized access, disclosure, alteration, or

destruction. The Receiving Party shall promptly report to the Disclosing Party any improper or prohibited use or disclosure of the Personal Information of which it becomes aware.

14.5 If the Disclosing Party reasonably determines that the Receiving Party has violated a material term of this Section 14, the Disclosing Party may terminate this Agreement by giving the Receiving Party thirty (30) Calendar Days' prior written notice. In addition, the Receiving Party's obligations under this Section 14 shall survive the expiration or termination of this Agreement.

15.0 PUBLICITY, PRESS RELEASES AND ADVERTISEMENTS.

15.1 Publicity. Without limiting any confidentiality obligations of each Party set forth in this Agreement, each Party shall not advertise, market, disclose or otherwise make known to others any information relating to any terms of this Agreement, the existence of this Agreement, or the existence of a relationship with the other Parties, including mentioning or implying the name of another Party, or any of its Affiliates, subsidiaries or personnel, without the prior written consent of such other Party which consent may be given or withheld in such other Party's sole discretion, except that any Party may disclose such information as may be required under applicable law without such consent from any other Party or as otherwise specified under this Agreement.

15.2 Press Releases and Advertisements. No Party shall without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to this Agreement or Buyer's relationship with Supplier. Buyer hereby consents to receive advertisements, market media and publication materials from Supplier or Supplier' Affiliates, subcontractors or vendors by mail, e-mail or facsimile.

15.3 Notwithstanding any provisions herein to the contrary, Supplier may disclose

Buyer's information, including but not limited to Buyer's Proprietary Information, to Affiliates of Supplier for the purposes of marketing additional services to Buyer and/or facilitating the provision of such additional services to Buyer.

16.0 INDEMNIFICATION.

The Indemnifying Party shall defend, indemnify, and hold harmless the Indemnified Party from and against any Indemnified Harm that arises from or relates to any third party claim or suit against an Indemnified Party to the extent directly or indirectly caused by the Indemnifying Party's act or omission in connection with this Agreement that causes or contributes to an Indemnifiable Claim, except that nothing in this Agreement or in this Section 16.0, in particular, shall be construed as a waiver of the sovereign immunity of the Association or Buyer or the limits of liability provided for the Association or Buyer under Section 768.28, F.S. The Indemnified Party agrees to give the Indemnifying Party prompt Notice of any third party claim (provided, however, that such Notice shall not be a condition to the Indemnifying Party's indemnity obligations hereunder unless the Indemnifying Party is materially and adversely affected by the Indemnified Party's failure or delay in giving such Notice). If the Indemnifying Party has reconfirmed, in writing and in a timely manner, its obligations to indemnify the Indemnified Party for a particular third party claim and the Indemnifying Party has provided the Indemnified Party with assurances satisfactory to the Indemnified Party that the Indemnifying Party has sufficient resources to satisfy its indemnity obligations hereunder the Indemnified Party will allow the Indemnifying Party to control the defense of such third party claim as long as the Indemnifying Party acts promptly and reasonably. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of such claim. Any settlement by the Indemnifying Party must be approved by the Indemnified Party, with such approval not to be unreasonably withheld if the

Indemnified Party receives a complete release of any such Indemnifiable Claim. Notwithstanding anything herein stated, if in the Indemnified Party's reasonable judgment, the interests of the Parties conflict, the Indemnified Party may select, at the Indemnifying Party's expense, its counsel as long as the Indemnified Party provides the Indemnifying Party Notice of such selection within ten (10) Business Days after receiving service of a summons and complaint. Further, notwithstanding anything herein stated, the Indemnified Party shall at all times have the right to fully participate in such defense at its own expense directly or through counsel; provided, however, if representation of both Parties by the same counsel would be inappropriate under applicable standards of professional conduct and either Party obtains a written legal opinion to such effect, then the reasonable expense of separate counsel for the Indemnified Party shall be paid by the Indemnifying Party.

17.0 LIMITATION OF LIABILITY.

A Party's aggregate liability for direct damages under this Agreement shall not exceed the total amount of consideration paid to the other Parties under this Agreement. No Party or its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such Party alleged to be liable has knowledge of the possibility of such damages.

18.0 NOTICES.

All Notices, consents or demands required or permitted to be given or made hereunder by a Party shall be in writing, each, (a "Notice") except as otherwise expressly provided herein. A Notice shall be deemed to have been given when received or refused, if made by hand delivery with signed receipt, or one (1) Business Day after mailing by a nationally recognized overnight courier with signature required, postage prepaid, addressed to the other Party at its address designated on the signature page, or at such other address as such

other Party shall have furnished in writing to the notifying Party in accordance with this Section 18.

19.0 MISCELLANEOUS.

19.1 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law. If any provision of this Agreement is found to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as to be enforceable.

19.2 Waiver. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

19.3 Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Florida excluding its conflicts of law provisions; and any litigation with respect thereto shall be brought in the courts of Pasco County Florida.

19.4 Assignment. The rights and obligations of Buyer under this Agreement may not be assigned by Buyer, nor may Buyer subcontract or otherwise delegate the performance of any of its duties hereunder without, in either case, Supplier's prior written consent (which consent shall not relieve Buyer of any obligations hereunder or of full responsibility for any permitted Subcontractors or delegates). Supplier may, without the consent of Buyer, assign (i) this Agreement to an Affiliate; and/or (ii) its right to payments herein. Any assignment or delegation in contravention hereof shall be null and void. This Agreement shall be binding upon the Parties hereto, their heirs, successors, assigns and personal representatives, and reference to the Buyer and Supplier shall include their respective successors and permitted assigns.

19.5 Modifications in Writing. Any modification or amendment of any provision of

this Agreement must be in writing and bear the signature of the duly authorized Representatives of both Parties.

19.6 Integration. This Agreement, together with any exhibits, schedules, or attachments to this Agreement or any other document incorporated herein by reference, sets forth the entire agreement and understandings between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all previous discussions and negotiations between the Parties and supersedes and replaces any other agreement that may have existed between Buyer and Supplier with respect to the subject matter hereof.

19.7 Survival. Unless otherwise provided herein, the rights and obligations of any Party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

19.8 Supplier's Affiliates. The rights granted to Supplier hereunder shall be deemed to include all Affiliates of Supplier and the purchaser of all or substantially all of Supplier's assets.

19.9 Compliance with Applicable Laws. Each of the Parties shall comply with all applicable laws, regulations, ordinances and codes, including the procurement of permits and licenses when required, in the performance of this Agreement.

19.10 No Third Party Beneficiaries. This Agreement is entered into for the benefit of the Parties hereto and not for any other person or entity.

19.11 Right to Audit.

The Supplier shall maintain such financial records and other records as they relate to the purchase of goods and services by the Buyer from the successful vendor. The Supplier shall retain these records for a

period of three (3) years after final payment, or until they are audited by the Buyer, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other authorized bodies. During the Term of the Agreement, Supplier will upon not less than thirty (30) Calendar Days' prior written request, make available to Buyer no more than once per calendar year, during normal business hours, the information from Supplier's contract administration application pertaining to all invoices sent by Supplier and payments made by Buyer for all Products and Services purchased by Buyer under this Agreement during the term of the Agreement and up to a thirty six (36) month period immediately following the date of Agreement termination. Buyer may employ an independent auditor or Buyer may choose to conduct such audit on its own behalf. Supplier shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Supplier will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the auditor's fees.

19.12 Nonappropriation. All funds for payment by the Association under this Agreement are subject to the availability of an annual appropriation for this purpose by Pasco County

Board of County Commissioners. In the event of nonappropriation of funds by Pasco County for the products and services provided under the Agreement, the Association will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by Supplier on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and PASCO COUNTY shall not be obligated under this Agreement beyond the date of termination.

19.13 Requirements Contract. Supplier understands and agrees this is a requirements contract and Buyer shall have no obligation to Supplier if no products or services are required. Estimated quantities reflect both historical and current expectations for Buyer. The amount is only an estimate and Supplier understands and agrees that Buyer is under no obligation to Supplier to buy any amount of the goods or services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Supplier further understands and agrees Buyer may require goods or services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Agreement for the quantity actually used.

19.14 Counterparts; Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The Parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

* * * *

EXHIBIT A

PRODUCT PRICE LIST

This Exhibit A is attached to, and made a part of, the Master Purchasing Agreement ("MPA") dated as of May 22, 2012, by and between Pasco County Board of County Commissioners ("Association") and Staples Contract & Commercial, Inc., operating as Staples Advantage ("Supplier"). This Exhibit A is made effective as of August 1st, 2012 ("Exhibit A Effective Date"). All capitalized terms used herein shall have the meaning assigned to them in the MPA, unless otherwise defined herein.

Seq Num	Item Number	Description	Min Sell Uom	Proposed Price In Staples Uom
1	135848	SPLS 8.5X11 COPY CS	CT	\$ 29.50
2	135848	SPLS 8.5X11 COPY CS	CT	\$ 29.50
3	126987	SPLS 8.5X14 COPY CS	CT	\$ 36.23
4	329987	FALCON DUST DESTROYR 7OZ SINGL	EA	\$ 1.65
5	359945	PEN BALL RETRACTABLE MED BK	DZ	\$ 3.69
6	176511	ADD ROLLS 2.25 12PK	DZ	\$ 2.15
7	925910	2012 MNTH STAPLES DESKPD 22X17	EA	\$ 1.60
8	590539	FLUID 1276 MULTI PURPOSE WHT	EA	\$ 0.34
9	522003	CLIPBOARD LTR MASNTE 9X12.5 BN	EA	\$ 0.60
10	474347	FOLDER ECO 1/3 LTR MA 171-1/3	BX	\$ 3.25
11	474347	FOLDER ECO 1/3 LTR MA 171-1/3	BX	\$ 3.25
12	105791	NOTE STAPLES 1.5X2 YELLOW	DZ	\$ 0.66
13	497017	STENO BOOK WHITE 6X9 12102	DZ	\$ 6.44
14	481054	STAPLES CORRECTION TAPE 2PK	PK	\$ 0.71
15	804338	HVY DTY TRIP WALL LET/LEG 12PK	CT	\$ 22.16
16	486955	NOTE SIMPLY 3X3 18PK YELLOW	PK	\$ 2.26
17	202028	PEN RETRCT BALCLIC STIC MED BK	DZ	\$ 2.94
18	487908	TAPE STAPLES 3/4X1296 12PK	DZ	\$ 3.82
19	814950	DURAMARK MARKER ULTRAFINE BLK	DZ	\$ 2.02
20	163865	STAPLES PAD PERF LTR WHITE 12	DZ	\$ 3.21
21	126987	SPLS 8.5X14 COPY CS	CT	\$ 36.23
22	040713	SHEET PROT STD STAPLES 100BX	BX	\$ 2.38
23	487908	TAPE STAPLES 3/4X1296 12PK	DZ	\$ 3.82
24	493302	DIVIDERS INSERTABLE 5TAB CLEAR	PK	\$ 0.90
25	559019	TAPE PACKING CLEAR 2"X60YD 3PK	PK	\$ 4.58
26	112276	STAPLES 5TND STAPLES 25000CT	PK	\$ 1.63
27	486955	NOTE SIMPLY 3X3 18PK YELLOW	PK	\$ 2.26
28	374812	ZIN WHITE VIEW BINDER	EA	\$ 1.68
29	167031	STAPLES HIGHLIGHTERS YELLOW DZ	DZ	\$ 1.09
30	217919	RECORD BK 11.75X7.5 300 PG BLK	EA	\$ 6.08
31	359911	PEN BALL RETRACTABLE MED BLE	DZ	\$ 4.02
32	320863	PURELL 8OZ ORIGINAL	EA	\$ 2.79
33	493301	DIVIDERS INSERTABLE 5TAB MULTI	PK	\$ 0.90
34	105791	NOTE STAPLES 1.5X2 YELLOW	DZ	\$ 0.66
35	386659	ROLL THERMAL 3-1/8X230	CT	\$ 41.79
36	103549	CLIP BINDER MED 1-1/4 WIDE BK	DZ	\$ 0.29
37	194506	PHONE MESSAGE BK 2PK	PK	\$ 3.88
38	511808	POST-IT NEON 1/2X2	PK	\$ 2.74
39	634768	JR SIGN HERE 5 COLOR 100 CT	PK	\$ 0.67
40	472506	JMB PAPER CLIP 1000CT STAPLES	PK	\$ 2.83
41	359929	PEN BALL RETRACTABLE MED RD	DZ	\$ 4.43

42	825695	RCYCLD SPLS 10PK ECONOMY BOXES	PK	\$	4.54
43	374819	3IN WHITE VIEW BINDER	EA	\$	2.07
44	481054	STAPLES CORRECTION TAPE 2PK	PK	\$	0.71
45	476919	STAPLES 12CT YELL PENCIL 10437	DZ	\$	0.41
46	378819	FASTENER PRONG BASE 2.75X2	BX	\$	1.35
47	453980	MEMOREX 100PK CDR SPINDLE	PK	\$	10.95
48	130674	DISPENSER TAPE BLACK 130674	EA	\$	0.65
49	489562	STAPLER VALUE PACK	EA	\$	1.12
50	690747	SPLS 100% BOX KFT LTR/LGL 12	GT	\$	14.26
51	187021	ENV CLASP RCY 28LB 9 X 12	BX	\$	5.02
52	374818	.5IN WHITE VIEW BINDER	EA	\$	1.06
53	374815	1IN WHITE VIEW BINDER	EA	\$	1.10
54	201384	SPLS COMPOSITION 100 2PK	PK	\$	1.37
55	163840	STAPLES PAD PERF LTR CAN 12	DZ	\$	3.35
56	116806	HGING FOLDER LTR 1/3 GN	BX	\$	5.67
57	489562	STAPLER VALUE PACK	EA	\$	1.12
58	374814	1.5IN WHITE VIEW BINDER	EA	\$	1.43
59	491452	LANYARD ROUND SWIVEL BLUE	PK	\$	1.04
60	105825	NOTE STAPLES 2-7/8 X 4-7/8 YEL	DZ	\$	2.28
61	394047	#10 D/LSR 24# WHT ENV 100CT	BX	\$	5.25
62	163832	PAD RULED PERF 5 X 8 CA	DZ	\$	1.63
63	130229	POST IT NOTES 3M 3X5 YW	DZ	\$	9.36
64	511947	AVRYPRINTABLE TABS 1.75 IN WE	PK	\$	3.21
65	163485	STENO BOOK GREEN 6X9 11489	DZ	\$	6.72
66	116830	FOLDER HGING LGL STD 1/5	BX	\$	6.16
67	459599	ENVELOPE CD/DVD 5X5 WHITE	BX	\$	0.91
68	562896	POST-IT SUPER STICKY NOTES	PK	\$	7.70
69	418343	LGL 5.25 EXP. POCKETS 10PK	BX	\$	7.67
70	492072	SPLS 8.5X11 30% REC COPY CS	CT	\$	29.93
71	163352	FOLDER HGING LGL STD 1/3	BX	\$	6.50
72	233601	INDEX CARD 3X5 WHT RULED 500CT	PK	\$	1.28
73	167056	STAPLES MARKERS BLACK DZ	DZ	\$	1.19
74	167031	STAPLES HIGHLIGHTERS YELLOW DZ	DZ	\$	1.09
75	452556	STAPLES CDR SPINDLE 100PK	PK	\$	10.81
76	910002	MARKER PERMANENT FINE 12PK RD	DZ	\$	1.87
77	254672	POST-IT RED TAPE FLAG	PK	\$	2.66
78	254656	POST-IT YELLOW TAPE FLAG	PK	\$	2.66
79	177113	PAPR CMP 20# 14 7/8X11 GNBAR	CT	\$	31.04
80	615435	AVERY DOT MAT LABELS	BX	\$	39.76
81	479880	MULTI WHT LBL 1X2 5/8 3000PK	BX	\$	4.95
82	476919	STAPLES 12CT YELL PENCIL 10437	DZ	\$	0.41
83	478887	BOX FILE LTR/LGL WHITE 12/CT	CT	\$	13.82
84	683795	HP12A 2PK BLACK TONER	PK	\$	93.98
85	512215	SPLS 11X17 COPY CS	CT	\$	28.48
86	505248	SCISSOR STRAIGHT GENERAL 6 BK	EA	\$	0.50
87	607069	DRY ERASE MARKER ASST 4PK	PK	\$	0.56
88	121632	ENV COMM 24LB #10 WINDOW WE	BX	\$	9.74
89	440731	LABEL LASER WEATHERPROOF 2X4	BX	\$	19.20
90	486574	PEN ROLLER OPTIFLOW BLUE	DZ	\$	2.16
91	935650	STPLS DUAL SIZE PENCL SHARPENR	EA	\$	0.25
92	710905	ENVELOPE WHITE WOVE	BX	\$	14.73
93	799825	PUNCH 2 HOLE BLACK 799825	EA	\$	1.72
94	424606	MARKER HILITER BROAD TP FL GRN	DZ	\$	3.12
95	565447	STAPLES 3X3 BRIGHTS 12	DZ	\$	2.86
96	344814	FILE POCKT LTR 3 1/2 BLU 25 PK	BX	\$	17.12
97	572645	PUNCH HEAVY DUTY 3 HOLE ADJ	EA	\$	5.98
98	041157	STAPLES ECONO SHEET PROT 200CT	BX	\$	4.50

99	563129	BOX FILE LTR/LGL KRAFT 12/CT	CT	\$	27.58
100	733726	APC BE550G BATTERY BACK UP	EA	\$	36.00
101	079511	TAPE 45013 BLACK ON WHITE	EA	\$	7.92
102	187039	ENV CLASP KRAFT 28 LB 10 X 13	BX	\$	6.62
103	197061	REGISTER ROLLS 44 MM 10PK	PK	\$	1.62
104	382232	USB A/A EXTENSION CABLE 6FT	EA	\$	1.32
105	605121	PSTIT 50CT 2PK TAPFLAG BRT PINK	PK	\$	2.39
106	500825	CALENDAR HOLDER BLACK	EA	\$	0.97
107	413450	GBC LETTER SIZE 25PK LAM POUCH	PK	\$	4.87
108	535021	CLASP ENV BRN KRAFT 10X15 -100	BX	\$	8.09
109	785430	SANDISK 4GB CRUZER USB	EA	\$	5.08
110	428553	POST IT FLAGS ASSTD BRIGHT	PK	\$	2.34
111	412775	STAPLES HYPEI YELLOW HIGHLIGHT 6	PK	\$	0.42
112	440710	3ABEL INKJET CD/DVD WHITE PERM	PK	\$	7.38
113	831610	CLIPS BINDER LARGE 12CT 831610	DZ	\$	1.16
114	374819	3IN WHITE VIEW BINDER	EA	\$	2.07
115	167056	STAPLES MARKERS BLACK DZ	DZ	\$	1.19
116	583093	HP 97 2PK COLOR INK	PK	\$	51.52
117	497017	STENO BOOK WHITE 6X9 12102	DZ	\$	6.44
118	575721	FILE PKT ENDTB 3.5EX LGL MA	BX	\$	16.28
119	403895	EASY TOUCH RETRACTABLE FINE PT	DZ	\$	5.29
120	424614	DENN. HI-LITER FLOUR BLU DZ	DZ	\$	3.12
121	167031	STAPLES HIGHLIGHTERS YELLOW DZ	DZ	\$	1.09
122	472902	ENV CLASP RCY 28LB 12 X 15 1/2	BX	\$	8.44
123	867251	RIBBON TYP L/O IBM WHEEL	EA	\$	2.11
124	318857	POST-IT FLAGS ORANGE 2PK	PK	\$	2.39
125	465930	LABEL-FILE FOLDER LSR/INK WE	BX	\$	18.05
126	382241	ROUNDSTIC GRIP BP MED BLACK 12	DZ	\$	0.98
127	428552	POST IT FLAGS ASSTD-SMALL	PK	\$	2.34
128	443685	CD-DVD WHITE LASER LABELS 40CT	PK	\$	7.38
129	487908	TAPE STAPLES 3/4X1296 12PK	DZ	\$	3.82
130	858085	12 AAG WK DSK APPT 8X11	EA	\$	9.94
131	378734	7 INCH EXP POCKET LEGAL 5PAK	BX	\$	8.34
132	508960	FOLDR DBLE TOP LTR 1/3 GN	BX	\$	10.58
133	527085	AAG 17-STYLE DESK CAL BASE	EA	\$	6.01
134	435784	TWIN POCKET W/FAST 10PK GREEN	PK	\$	2.58
135	374815	1IN WHITE VIEW BINDER	EA	\$	1.10
136	382242	ROUND STIC GRIP BP MED BLUE 12	DZ	\$	0.98
137	444631	25PK SLIM JEWEL CASE (TRANS)	PK	\$	2.22
138	254664	POST-IT BLUE TAPE FLAG	PK	\$	2.39
139	379112	POST-IT FLAGS BRIGHT GREEN 2PK	PK	\$	2.39
140	254680	TAPE FLAG 1IN X 1.7 GREEN	PK	\$	2.39
141	418293	FILE PKT 3.5IN LTR KRAFT 25	BX	\$	13.28
142	488535	MARKER PERMANENT W/GRIP BLACK	DZ	\$	3.50
143	733724	APC BE350G BATTERY BACK UP	EA	\$	29.46
144	318865	POST-IT PURPLE TAPE FLAGS 2PK	PK	\$	2.39
145	112680	RUBBERBANDS STAPLES #33-1/4LB	PK	\$	0.56
146	487908	TAPE STAPLES 3/4X1296 12PK	DZ	\$	3.82
147	807787	FOLDER ENDTAB FASTN 1ST LGL MA	BX	\$	12.59
148	462788	TAB DIVID PREM WRKSV 5TAB CL	ST	\$	0.48
149	600516	STAPLES P500 PRINTING CALC	EA	\$	10.30
150	571592	PEN GEL RT MED BE ORBITZ	DZ	\$	4.07
151	380806	DESKTOP ELEC PENCIL SHARPENER	EA	\$	8.21
152	233577	ENV CLASP RCY 28LB 7.5 X 10.5	BX	\$	5.22
153	187021	ENV CLASP RCY 28LB 9 X 12	BX	\$	5.02
154	808017	RUBBERBAND #117B 1 LB	PK	\$	2.26
155	600516	STAPLES P500 PRINTING CALC	EA	\$	10.30

156	690747	SPLS 100% BOX KFT LTR/LGL 12	CT	\$	14.26
157	724922	CASSETTE AUDIO 90MM 5PK	PK	\$	2.48
158	923274	SIDLEY HIBK EXEC CHAIR BLK LUX	EA	\$	39.43
159	907800	2-PKT PORT W/FAST 10PK RED	PK	\$	2.33
160	600516	STAPLES P500 PRINTING CALC	EA	\$	10.30
161	461214	BIC GRIP ROLLER MICRO BLK 12	DZ	\$	4.48
162	470743	COFFEE-MATE LIQUID CREAMER	BX	\$	2.44
163	489445	GBC SELF-ADHESV LTR SHTS 50 PK	PK	\$	8.98
164	391542	ENV INTEROFF RESEALABLE 10X13	BX	\$	8.87
165	163832	PAD RULED PERF 5 X 8 CA	DZ	\$	1.63
166	177154	PAPER CMP9.5X11 20# WE 1 PART	CT	\$	19.55
167	478386	PAPER INJET BASIC BOND 36X150	RL	\$	11.13
168	146746	TAG KEY ROUND 1.25DIA 50PK	PK	\$	2.33
169	440373	JACKET FILE DT 2 EXP LTR MA	BX	\$	13.00
170	614650	CLASS FLDR LGL 2DIV LT BLU WTR	BX	\$	24.34
171	116822	FOLDR SNGL TOP LTR 1/3POS3 MA	BX	\$	6.79
172	224550	RED LEGAL SIZE FOLDERS 100 CT	BX	\$	13.42
173	752468	OPTIMA GRIP ELECTRIC STAPLER	EA	\$	16.33
174	581381	COMPANION DESKTOP STAPLER	EA	\$	4.23
175	054384	HIGHLIGHTERS AMERICAN 4009 PN	DZ	\$	4.51
176	622850	STAPLES 100/PACK 4.7GB DVD+R	PK	\$	16.64
177	465930	LABEL-FILE FOLDER LSR/INK WE	BX	\$	18.05
178	811662	HORIZONTAL NAME BADGE Hldr CLR	PK	\$	5.95
179	487908	TAPE STAPLES 3/4X1296 12PK	DZ	\$	3.82
180	224576	YELLOW LEGAL SIZE FOLDER 100CT	BX	\$	12.10
181	811116	FLDR PB 8SEC LGL BE EACH	BX	\$	61.72
182	515181	ORGANIZER DESKTOP WEIGHTED BK	EA	\$	9.98
183	428961	EZD VIEW BINDER 4 BLACK	EA	\$	8.55
184	194969	ENV CAT RECY 28LB 9X12 KRAFT	BX	\$	4.64
185	163857	PAD RULED PERF 8.5X14 CA	DZ	\$	3.97
186	281303	PAD RULED PERF 8.5X14 WE	DZ	\$	4.98
187	609013	STAPLES RESTICK TABLE TOP PAD	EA	\$	6.80
188	723421	PNTR RIBBON F/OKIDATA 182	EA	\$	0.69
189	869096	LOGI M110-BLK OPTICAL MOUSE	EA	\$	8.53
190	379116	POST-IT FLAGS BRIGHT BLUE 2PK	PK	\$	2.39
191	917882	BROTHER TZE-131 12MM BK ON CLR	EA	\$	6.07
192	419218	FOLDER FILE HNG 1/5 LGL PURP	BX	\$	8.01
193	442903	ADHESIVE CD/DVD HOLDER 10-PACK	PK	\$	2.82
194	113373	INDEX TAB LASER INSERTABLE 2"	PK	\$	1.66
195	461215	BIC GRIP ROLLER MICRO BLU 12	DZ	\$	4.48
196	535062	ENV COIN KRAFT #1 2.25X3.5	BX	\$	6.41
197	811056	NTBK STENO GREGG CANARY 100SH	EA	\$	2.71
198	825695	RCYCLD SPLS 10PK ECONOMY BOXES	PK	\$	4.54
199	764393	SPLS WHI 6 OUTLET SURGE 709 J	EA	\$	4.51
200	509620	FOLDER TOP FASTN LGL 1/3 BLE	BX	\$	20.13
201	444223	SF13 3/4IN H/D STAPLES 1000CT	BX	\$	2.74
202	462177	HEAVY-DUTY INSTANT EASEL BLK	EA	\$	15.28
203	518910	BOARD MRKR MEL ALUM FRM 4 X 3	EA	\$	14.52
204	740329	SPLS 10 SHEET CROSSCUT SHREDER	EA	\$	45.51
205	424606	MARKER HILITER BROAD TP FL GRN	DZ	\$	3.12
206	452556	STAPLES CDR SPINDLE 100PK	PK	\$	10.81
207	912578	POST-IT LINED YW NOTE 12PK	PK	\$	7.89
208	467431	STAPLES ECON GRD TP 6PK CLEAR	PK	\$	2.92
209	807774	FOLDR TT CLASS 2EX 1DIV LGL RD	BX	\$	14.94
210	381611	FOLDER ECONOMY 1/3 MAN LGL	BX	\$	6.95
211	606814	FOLDER FILE LGL DBLE TOP 1/3	BX	\$	10.48
212	486510	LIGHT TOUCH HD STPLS 2500CT	BX	\$	2.46

213	475715	CRAYOLA 24CT COLORED PENCILS	BX	\$	1.99
214	218354	STPLS 8 SLOT VERT ORG BLK03946	EA	\$	5.49
215	683419	GBC H425 10MIL 12.5 THERM LAM	EA	\$	160.89
216	374819	3IN WHITE VIEW BINDER	EA	\$	2.07
217	379117	BETTER BALLPT RT FINE BLK 12	DZ	\$	7.41
218	814951	DURAMARK MARKER RET FN BK	PK	\$	2.28
219	201384	SPLS COMPOSITION 100 2PK	PK	\$	1.37
220	163840	STAPLES PAD PERF LTR CAN 12	DZ	\$	3.35
221	287219	PAPER CMP 9.5X11 3PT W/CP	CT	\$	41.36
222	380483	MULTI COLOR CBNIS 4PT	CT	\$	52.30

EXHIBIT B

SUPPLEMENTAL PROVISIONS

This Exhibit B is attached to, and made a part of, the Master Purchasing Agreement ("MPA") dated as of May 22, 2012, by and between Pasco County Board of County Commissioners ("Association") and Staples Contract & Commercial, Inc., operating as Staples Advantage ("Supplier"). This Exhibit B is made effective as of August 1st, 2012 ("Exhibit B Effective Date"). All capitalized terms used herein shall have the meaning assigned to them in the MPA, unless otherwise defined herein.

1. **Tiered Pooling Rebate**: Supplier will pay each Florida Local Government Purchasing Network, (FLGPN) participating member a variable tiered pooling rebate of the individual Members' Net Sales during each annual period, to be paid within forty-five (45) Calendar Days after the end of each Annual Period during the Initial Term. Collective Net Sales of all entities shall determine the rebate tier at which the individual entity will be paid and calculated as follows:

<u>Annual Net Sales</u>	<u>Volume Rebate</u>
\$250,000.00 - \$499,999.99	3%
\$500,000.00 - \$749,999.00	3.5%
\$750,000.00 - \$999,999.00	4%
\$1,000,000.00 or more	4.5%

2. **Lead Agency Rebate**: Supplier will pay Association a rebate of two percent (2%) of the aggregated Net Sales of all Members participating in the Supplier purchasing program during each Annual Period, to be paid within forty-five (45) Calendar Days after the end of each Annual Period.

EXHIBIT C

MEMBERS LIST

This Exhibit C is attached to, and made a part of, the Master Purchasing Agreement ("MPA") dated as of May 22, 2012 by and between Pasco County Board of County Commissioners ("Association") and Staples Contract & Commercial, Inc., operating as Staples Advantage ("Supplier"). This Exhibit C is made effective as of August 1, 2012 ("Exhibit C - Effective Date"). All capitalized terms used herein shall have the meaning assigned to them in the MPA, unless otherwise defined herein.

1. This list may be modified from time to time by written agreement of Supplier and Association. Supplier reserves the right to reject any proposed new Member that (a) is or becomes a competitor of Supplier, (b) fails to satisfy Supplier's credit requirements, or (c) is a current customer of Supplier.
2. The following is a list of the legal entity names and addresses of each of the Association's Members who are entitled to purchase Products and Services under this MPA upon execution of a Participation Addendum: