

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees  
FROM: Douglas Treadway  
DATE: February 8, 2006  
SUBJECT: Award of Contract for Office and Classroom Supplies

The current contract with Corporate Express has expired. Staff interviewed three major office supply distributors. Services were similar with all three companies. The vendors will provide Desktop Delivery on the next business day. Printing services were available for letterhead stationary and business cards with both Corporate Express and Office Depot.

Public contract code allows the District to piggyback on publicly bid contracts in lieu of issuing a request for bids. Office Depot was awarded a contract for office supplies by the County of Los Angeles on 11/29/05. This contract is available for use by public agencies through U.S. Communities Government Purchasing Alliance. The term of the contract is 1/2/06-1/1/10 with 2 additional one-year options.

Prices were checked on 100 of the most used items on campus and found that Office Depot/U.S. Communities had the lowest prices overall. The price lists for the items checked are attached. References have been checked and were acceptable.

Office Depot is committed to protecting the environment both at their corporate level and with the products they sell. Environmentally friendly/recycled products are readily available and are easily identified in the on-line order system. Office Depot has also agreed to furnish recycled product order reports upon request.

RECOMMENDATION:


The President/Superintendent recommends that the Board of Trustees award a contract for Office and Classroom Supplies to Office Depot utilizing the U.S. Communities Contract for a term of 4 years with the option to extend the contract 1 additional year.

Attachments:  
Price Comparison Spreadsheet  
Term Contract Award-County of Los Angeles

	Corporate Express		Office Depot		Staples	
Piggyback contract??	County of San Diego (Valid thru 3/2007)		U.S. Communities (Valid thru 1/2010)		None	
ITEM- DESCRIPTION	Stock #	PRICE	Stock #	PRICE	Stock #	Price
binder, front view pkt ,slant ring, 1 inch	AVERY VS1110	\$7.15	Avery 317697	\$5.89	AVERY 922403	\$6.69
binder, front view pkt ,slant ring, 2 inch	AVERY VS1120	\$10.34	Cardinal 462841	\$4.93	CARDINAL 404836	\$8.09
binder, front view pkt, slant ring, 5 inch	AVERY VS1150	\$39.02	Cardinal 715447	\$28.27	CARDINAL 576438	\$29.36
chalk, white, anti dust, 12/bx	BINNEY 501402	\$0.73	Binney 949339	\$0.29	BINNEY 387512	\$0.70
chalkboard eraser, felt	QUARTET 804526	\$2.60	Quartet 309443	\$0.05	QUARTET 500645	\$1.79
dry erase board markers, chisel pt, 4 color set	SANFORD 83074	\$3.99	Sanford 204156	\$3.79	SANFORD 502112	\$4.29
dry erase board eraser, xl w/replacement pads	SANFORD 08474	\$9.99	Sanford 601552	\$7.47	SANFORD 503449	\$9.55
binder clips, small, 12/bx	DPS 90000	\$0.09	JWOD 810739	\$1.41	NSH751002828201	\$1.23
binder clips, medium, 12/bx	DPS 90001	\$0.17	JWOD 810598	\$3.33	NSH751002236807	\$2.89
binder clips, large, 12/bx	DPS 90002	\$0.74	JWOD 810606	\$8.06	NSH751002855995	\$6.97
clam clamps, large, 12/box	OIC 99966	\$0.90	OIC498006	\$0.69	OIC 526038	\$0.59
paper clips, #1size, 100/bx	DIVERSITY PROD 40020	\$0.01	OFFICE DEPOT 429266	\$0.05	OIC 525881	\$0.01
paper clips, jumbo, 100/bx	DIVERSITY PROD 40021	\$0.12	OFFICE DEPOT 429175	\$0.15	OIC 525923	\$0.25
duster, compressed air, 10 oz	CORP EXP 31301	\$5.17	OFFICE DEPOT 329576	\$3.74	STAPLES 531079	\$5.49
cd-rw, 80 min, 700mb, 4X 25/pk	IMATION 41149	\$22.43	MAXELL 915067	\$8.10	MAXELL 576040	\$17.97
cd-rw, 80 min, 700mb, 4X 10/pk	MAXELL 630011	\$12.39	MAXELL 495016	\$7.26	MAXELL 630011	\$11.44
cd-r, 80 min, 700 mb, 10/pk	MAXELL 648210	\$9.50	MAXELL494888	\$4.08	MAXELL 561030	\$8.35
stapler, electric, compact	SWINGLINE 21101	\$36.79	SWINGLINE 459628	\$29.88	SWINGLINE 21101	\$43.90
paper punch, 3 hole, heavy duty	SWINGLINE 74440	\$76.38	SWINGLINE 583666	\$51.20	SWINGLINE 540393	\$58.85
2-hole paper punch	SWINGLINE 74055	\$16.20	SWINGLINE 651416	\$9.91	SWINGLINE 74055	\$12.25
correction tape, 1 line, non refill, 1/5" X 334	PAPERMATE 06604	\$2.69	PAPERMATE 987172	\$1.86	PAPERMATE 467258	\$2.75
correction tape, double line, non refill	TOMBOW 68663	\$3.69	TOMBOW 523968	\$2.19	TOMBOW 562918	\$2.88
correction tape, single line ,wite out	BIC WOTAPP11	\$2.74	BIC 429638	\$1.39	BIC 50523	\$2.25
correction fluid, multi purpose, 22ml, non toxic	PAPERMATE 56301	\$1.72	PAPERMATE 182444	\$0.87	PAPERMATE 521740	\$1.32
index tabs, w/ printable inserts, 1 inch, 25/pk	AVERY S101	\$3.52	AVERY 314039	\$2.17	AVERY 619098	\$1.99
index dividers, erasable tab, 5 tab, 24 sets	EXP 10040	\$1.22	AVERY 993238	\$0.92	AVERY 162099	\$0.39
index dividers, erasable tab, 8 tab, 24 sets	EXP 10041	\$1.79	AVERY 349029	\$1.35	AVERY 162107	\$0.59
fax machine, brother intellifax 4100	BROTHER 4100	\$449.99	BROTHER 312906	\$299.99	BROTHER 492198	\$299.98
file folder, hanging, 2" expansion, legal, 25/bx	SMEAD 20HX3	\$2.48	SMEAD 406090	\$18.29	STAPLES 516588	\$22.85
file folder, hanging, 1/5" cut tabs, letter, asst color, 25/bx	SMEAD 20HX2	\$29.92	SMEAD 314559	\$7.88	STAPLES 452829	\$11.79
file folder tabs, hanging , 1/5", asst color, 25/bx,	SMEAD C15HASMT	\$15.35	JWOD491860	\$17.44	STAPLES 345001	\$12.29
file folder,manila, 1/3 cut, letter size, 100/bx	SMEAD 153L	\$3.70	SMEAD 315515	\$3.77	SMEAD 509588	\$7.99
envelope moistener	QUALITY PARK 46065	\$1.69	QUALITY PARK 332013	\$1.32	QUALITY PARK 46065	\$2.17
glue, mono adhesive, refillable dispenser, perm.	TOMBOW 62201	\$5.39	TOMBOW 677985	\$3.29	TOMBOW 62201	\$5.81
glue, mono adhesive, refill, permanent	TOMBOW 62202	\$3.41	TOMBOW 677996	\$2.08	TOMBOW 62202	\$3.49
glue stick, washable, .29 oz,	SAUNDERS 99648	\$0.94	SAUNDERS 910273	\$0.28	SAUNDERS 361248	\$1.59
tape, wall mounting tabs	3M 7220	\$3.39	3M 508226	\$3.00	3M 109	\$4.22
packing tape, clear, 2" x 60 yd, roll	3M 37502CL	\$2.30	3M 172080	\$3.69	3M 428331	\$4.99
paper, copier, 20#, 84 Bright, 8 /2 x 11", 500/ream	CORP EXP 8511	\$2.68	OFFICE DEPOT 841195	\$2.41	STAPLES 492071	\$4.22
paper, copier, 20#, 115 bright, 11x17, 4/case	DSP 08514	\$30.64	OFFICE DEPOT 727611	\$42.54	STAPLES 512215	\$25.56
pen, Dr. Grip retractable, gel ink, refillable	PILOT 36271	\$8.76	PILOT 607582	\$4.47	PILOT 451079	\$6.26

	Corporate Express	Office Depot	Staples
pen, precise V5, 5mm, blue ink	PILOT 35335 \$1.93	PILOT 924738 \$1.18	PILOT 205120 \$1.72
pencil, mechanical, clikster, 12/pk	PAPERMATE 65000 \$10.08	PAPERMATE 711440 \$4.80	SANFORD 64201 \$5.52
pencil lead, 5mm, HB, 12/tube	PENTEL C505HB \$0.91	PENTEL 929489 \$0.92	PENTEL 500636 \$0.92
highlighters, chisel tip, liquid accent, yellow	SANFORD 24425 \$1.23	SANFORD 328774 \$1.67	SANFORD 438167 \$1.41
highlighters, pen style, pocket accent, yellow	SANFORD 27005 \$0.74	SANFORD 231506 \$0.51	SANFORD 27025 \$0.67
highlighters, retractable, accent 5/pk	SANFORD 28175 \$6.79	SANFORD 524896 \$3.59	A VERY 502807 \$4.99
marker, permanent, extra fine tip, black	SANFORD 13801 \$1.04	SANFORD 927277 \$0.66	SANFORD 498352 \$0.79
marker, permanent, chisel tip, 4 color set	SANFORD 38274 \$6.45	SANFORD 127624 \$2.28	SANFORD 592055 \$3.66
post-it flags, 1" x 3/4" ,assorted colors	3M 6801 \$3.00	3M 452409 (2/PK) \$2.71	3M 254656 \$4.37
post-it notes, 1 1/2" x 2", yellow, 12 pad/pk	3M 653RPYW \$7.87	3M 172460 \$2.38	3M 129957 \$3.29
post-it notes, 2" x 3", yellow, 12 pad/pk	3M 656RPYW \$14.82	3M 172528 \$7.38	3M 130229 \$9.99
toner, laserjet, HP 3906A	HP C3906A \$39.01	HP 371609 \$61.09	HP 641571 \$57.49
toner, laserjet, HP 4127X	HP C4127X \$103.46	HP 286934 \$94.18	HP 897894 \$124.99
toner, laserjet, HP 92274A	HP 92274A \$78.26	HP 553743 \$91.33	HP402560 \$97.99
toner, laserjet, HP 92298A	HP 92298A \$137.21	HP 542423 \$82.88	HP 396200 \$87.99
inkjet cartridge, color,for HP 840C, HP #17	HP C6625AN \$33.29	HP 325871 \$24.72	HP 429032 \$29.99
inkjet cartridge, black, for HP DJ810C, HP #15	HP C 6615DN \$30.59	HP 384611 \$22.03	HP 430086 \$28.99
rubber bands, size 19, 1/4 lb bag	CORP EXP 00615 \$0.59	OFFICE DEPOT 856225 \$0.54	ALLIANCE 363210 \$0.29
ruler, 12" plastic/acrylic	CORP EXP 90023 \$0.89	OFFICE DEPOT 720461 \$0.02	ACME 505982 \$0.39
ruler, 15", highlighting	CORP EXP 10715 \$1.42	ACME 455717 \$2.19	ACME 827428 \$1.75
scissor, student, blunt tip, 7"	FISKARS 94587097 \$5.59	FISKARS 913775 \$6.19	FISKARS 21077797 \$3.40
scissor, office/desk, 8"	CORP EXP 10648 \$5.36	ACME 205781 \$4.54	ACME 505149 \$3.99
pencil sharpener, electric	PANASONIC KP380BK \$47.45	PANASONIC 909085 \$23.66	PANASONIC 522292 \$34.97
sheet protector, top load, clear, 50/box	C-LINE 62013 \$3.50	ACCO 156322 \$2.87	C-LINE 62013 \$9.97
shredder, PS60C-2, confetti cut	FELLOWES 38605 \$170.95	FELLOWES 223296 \$129.99	FELLOWES 789305 \$130.47
stapler, desk 545,	SWINGLINE 54501 \$11.07	SWINGLINE 908210 \$1.37	SWINGLINE 54501 \$4.09
stapler, desk 407, full strip,	SWINGLINE 40701 \$20.26	SWINGLINE 463380 \$12.39	SWINGLINE 504290 \$9.74
staples, standard, 1/4", 5000/bx	SWINGLINE 35108 \$2.41	SWINGLINE 320960 \$0.26	SWINGLINE 112284 \$0.59
scotch tape, 3/4", clear,36 yds	3M 6200-34X36 \$2.82	3M 172395 \$0.95	3M 504712 \$0.65
scotch tape, 1/2", clear, 36 yds	3M 81012X36 \$2.63	3M 173013 \$1.45	3M 504704 \$0.83
tape dispenser, desk, plastic, weighted, black	CORP EXP 40038 \$0.92	OFFICE DEPOT 520328 \$3.02	3M 567884 \$3.99
tape dispenser, desk, plastic, décor 1"	3M C15BK \$5.43	JWOD 852129 \$6.65	3M 029390 \$6.29
tape, scotch brand, 3/4" X 36 yds, refill	3M 81034X36 \$3.06	3M 173047 \$1.14	3M 130567 \$0.99
tape, scotch brand, 3/4" X 300, w/dispenser	3m 1053/4 x 300 \$1.42	3m 171553 \$0.95	3M 314989 \$0.89
fastener, prong, 2" capacity, 50/bx	DIVERSITY PROD 40043 \$2.70	JWOD 859108 \$8.72	OIC 378817 \$1.29
batteries, alkaline,energizer, AA, 4/pk	EVEREADY 91B94 \$5.87	EVEREADY 343749 \$2.96	N/A \$0.00
batteries, alkaline, energizer, AAA, 4/pk	EVEREADY 92BP4 \$6.50	EVEREADY 343772 \$2.93	N/A \$0.00
batteries, alkaline, energizer, 9V, 2/pk	EVEREADY 522BP2 \$10.13	EVEREADY 343731 \$5.52	EVEREADY 522BP2 \$10.16
batteries, alkaline, energizer, D, 4/pk	EVEREADY 95BP4 \$9.38	EVEREADY 390989 \$5.52	EVEREADY 078110 \$10.16
marker, dry erase, expo 2, 4 color pack	CORP EXP 51114 \$2.50	SANFORD 497735 \$2.49	STAPLES 607069 \$2.75
marker, overhead, vis a vis, 4 color pack	SANFORD 16074 \$5.36	SANFORD 687301 \$2.35	SANFORD 125252 \$3.65
pen, ballpoint, retractable, blue ink, aspire	PAPERMATE 88356 \$4.00	PAPERMATE 602506 \$2.24	PAPERMATE 562511 \$3.11
pen, ballpoint, retractable, black ink, clearpoint	PAPERMATE 56024 \$2.74	PAPERMATE 528384 \$1.67	PAPERMATE 56024 \$2.70
pen, ballpoint, retractable, black ink, comformmate	PAPERMATE 63801 \$0.72	PAPERMATE 403791 \$0.51	PAPERMATE 63801 \$0.44

	Corporate Express		Office Depot		Staples	
pen, rollerball, black, uniball gel grip, 12/pk	SANFORD 65450	\$20.40	SANFORD 216651	\$11.81	PAPERMATE 360398	\$1.55
binder, presentation booklet, 6 page	KOKUYO 00161	\$1.89	AVERY 556080	\$3.22	N/A	\$0.00
binder, presentation booklet, 12 page	KOKUYO 00287	\$2.84	AVERY 556144	\$4.13	CARDINAL 392533	\$3.75
data binder, square ring, acoohide, 11" x 14 7/8"	ACCO 59273	\$18.87	ACCO 917336	\$10.98	ACCO 552190	\$15.77
notebook, steno, green tint, 6" x 9", poly cover	CORP EXP 20000 (60)	\$0.31	OFFICE DEPOT 524405 (70)	\$0.40	STAPLES 163485	\$5.99
notebook, steno, gregg ruled, poly cover, docket gold	TOPS 99708	\$7.69	TOPS 272171	\$4.09	TOPS 99708	\$6.46
notebook, legal, glue top, college ruled, white, 12/pk	CORP EXP 41318	\$13.97	OFFICE DEPOT 173869	\$7.76	STAPLES TOP7529	\$20.51
stamp pad inker, roll-on, black ink	SANFORD 58703	\$2.08	SANFORD 912402	\$1.97	SANFORD 58703	\$2.06
stamp pad ink, carter's size 1, 2 3/4" x 4 1/4", black	AVERY 21081	\$3.43	CARTER'S 479790	\$1.99	AVERY 21081	\$1.39
stamp ink, refill, black, 10 ml,	X-STAMPER 42113	\$9.45	X-STAMPER 320243	\$4.99	X-STAMPER 505826	\$3.69
name badge, "hello my name is", 3/8" x 2 5/16", 100/pk	AVERY 05141	\$3.39	AVERY 597484	\$2.07	AVERY 5141	\$2.25
name badge holder, 2 1/4" x 3 1/2", clear, flexible, 50/bx	AVERY 02920	\$38.67	AVERY 149950	\$28.30	AVERY 576408	\$36.02
video tape, T-120, VHS, 120 minutes	MAXELL 214016	\$2.19	MAXELL 525667	\$0.71	MAXELL 523001	\$2.37
calculator, held held printing, 12 digit	CASIO HR8TE PLUS	\$28.49	CASIO 776451	\$13.79	CASIO 464260	\$22.67
<b>TOTAL</b>		<b>\$1,828.74</b>		<b>\$1,333.36</b>		<b>\$1,492.84</b>
Three major office suppliers were interviewed. Prices were compared on 100 items heavily used by the District. Contracts that were available as a piggyback contract were reviewed.	Highest Total for Selected items		Percentage below Corporate Express	27.09%	Percentage below Corporate Express	18.37%

<b>TERM CONTRACT AWARD</b>		NUMBER : 42595 BUYER : PAYTON PRICE BUYER PHONE : (323) 267-2575-0000 T-NUMBER : DATE ISSUED : 11/08/05 VENDOR NUMBER : 001059 -03 VENDOR PHONE : (818) 837-2580-511 REQ AGENCY : IS9000
<b>INTERNAL SERVICES DEPARTMENT</b>		INTERNAL SERVICES DEPARTMENT AGENCY REQ NO. : REQ NO. : 11022107 FISCAL YEAR : 06 EFFECTIVE DATE : 01/02/06 EXPIRATION DATE : 01/01/10
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>OFFICE DEPOT-BUSINESS SERVICES</b>          225 PARKSIDE DR.          SAN FERNANDO, CA 91340-3033       </div>		

**OFFICE AND CLASSROOM SUPPLIES**

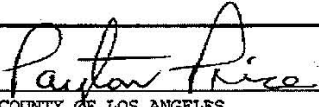
The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

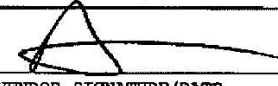
**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

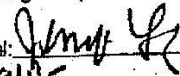
Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

  
 COUNTY OF LOS ANGELES

✓  11/29/05  
 VENDOR SIGNATURE/DATE

Reviewed and approved as to form and legality  
 by: Office Depot Legal Department

Attorney / Paralegal:   
 Date: 11/29/05

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42595		VENDOR: OFFICE DEPOT-BUSINESS SERVICES	PAGE
T-NUMBER :			2

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42595		VENDOR: OFFICE DEPOT-BUSINESS SERVICES	PAGE
T-NUMBER :			3

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
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PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

PRICE SHEET		TERM CONTRACT			
NUMBER : 42595 T-NUMBER :		VENDOR : OFFICE DEPOT-BUSINESS SERVICES			PAGE 5
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: COUNTY WIDE</p> <p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>OFFICE SUPPLIES -COMPLETE LINE - PRICING BASED ON DISCOUNTS OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES</p> <p>REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING</p> <p>TO INCLUDE: GENERAL OFFICE SUPPLIES, PAPER PRODUCTS, TECHNOLOGY PRODUCTS, FURNITURE AND TONER PRODUCTS</p> <p>NOTE: THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS AGREEMENT/CONTRACT FOR THE COUNTY OF LOS ANGELES: PAPER - FOR COPIERS AND PRINTERS COMPUTERS AND COMPUTER PERIPHERALS PHOTOCOPIERS TONER PRODUCTS CAMERAS, FILM AND ACCESSORIES JANITORIAL PRODUCTS FOOD ITEMS REFRIGERATORS AUDIO-VISUAL ITEMS FURNITURE (PURCHASE OR RENTAL) CLASSROOM SUPPLIES ARTS &amp; CRAFT ITEMS</p>				
00002	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>OFFICE SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/CONTRACT PERIOD.</p> <p>REFERENCE THE EXHIBIT 'A' DOCUMENT WITHIN THE MASTER AGREEMENT FOR CORE LIST OF ITEMS AND PRICING.</p>				

PRICE SHEET		TERM CONTRACT			
NUMBER : 42595 T-NUMBER :		VENDOR : OFFICE DEPOT-BUSINESS SERVICES			PAGE 6
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00003	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>CLASSROOM SUPPLIES - COMPLETE LINE - PRICING BASED ON DISCOUNT OFF MANUFACTURER'S PUBLISHED PRICE LIST/CATALOG AND COST PLUS PERCENTAGES</p> <p>REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR PRICING.</p> <p>TO INCLUDE: ART AND CRAFTS PRODUCTS AND CLASSROOM PAPER PRODUCTS</p>				
00004	<p>COMMODITY CODE: 615-99-035866</p> <p>BRAND: OFFICE DEPOT</p> <p>CLASSROOM SUPPLIES - CORE LIST OF MOST FREQUENTLY ORDERED ITEMS (MFOI) - PRICING IS FIRM FOR A PERIOD OF ONE (1) YEAR FROM COMMENCEMENT OF AGREEMENT/ CONTRACT PERIOD.</p> <p>REFERENCE THE EXHIBIT 'A-1' DOCUMENT WITHIN THE MASTER AGREEMENT FOR ITEMS AND PRICING</p> <p>PRICES, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH REQUEST FOR PROPOSAL (RFP) NO. 218955 AND OFFICE DEPOT'S RESPONSE TO RFP NO. 218955.</p> <p>MAIL PURCHASE ORDERS TO: OFFICE DEPOT - BUSINESS SERVICES VENDOR NO. 051258-15 ATTENTION: JEAN DAVIS 6304 WOODSIDE COURT COLUMBIA, MD 21046 (800) 890-4914, EEXT. 3560 FEN: 59-2663954</p> <p>RESELLER'S TAX PERMIT NO./ CERTIFICATE OF REGISTRATION NO.: SR Z OHC 99-801149</p>				

OFFICE DEPOT - BUSINESS SERVICES - 6304 WOODSIDE COURT - COLUMBIA, MD 21046 - (800) 890-4914 - FAX: (410) 326-7000

PRICE SHEET		TERM CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	<p>REFERENCE MASTER AGREEMENT NO. 42595 BY AND BETWEEN THE COUNTY OF LOS ANGELES AND OFFICE DEPOT FOR OFFICE AND CLASSROOM SUPPLIES</p> <p>VENDOR CONTACT FOR LOS ANGELES COUNTY: SAM CISTERNINO (800) 488-2018, EXT. 585</p> <p>ISD - PURCHASING DIVISION CONTACT: MARY WALCOTT (323) 267-2208</p>				