



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

BID/RFP NO.: City of Tamarac RFI #13-23R; State of Florida Agreement #618-000-11-1*
DESCRIPTION/TITLE: OFFICE SUPPLIES – Award
CONTRACT PERIOD: October 18, 2013 – October 17, 2016
TERM OF CONTRACT: Three (3) Years with up to one (1) three (3) year renewal option

* Note: State of Florida Agreement is in place through October 17, 2014. The State of Florida may extend the Agreement in one (1) year increments through October 17, 2015 and October 17, 2016 at its discretion. In the event that the Agreement is not extended, contract pricing shall revert to contingency pricing provided by Office Depot as part of the awarded Agreement for the remaining contract term.

SECTION #1 - VENDOR AWARD

Vendor Name: Office Depot Inc.
Vendor Address: 6600 Military Trail
Boca Raton, FL 33496
Contact: Dinch Kagit -- Individual representative may be appointed for each entity
Phone: (561) 251-7525
Customer Service: (888) 263-3423
Fax: (561) 438-1081
Cell/Pager: N/A
Email Address: dinch.kagit@officedepot.com
Website: www.officedepot.com
FEIN: 59-1039552
URL for State of Florida Contract Documents:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/office_and_educational_consumables/complete_contract_microsoft_word

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: October 9, 2013
Resolution/Agenda Item No.: R-2013-110
Insurance Required: Yes No
Performance Bond Required: Yes No

SECTION #3 - PROCURING AGENCY

Agency Name: City of Tamarac
Agency Address: 7525 NW 88th Ave.
Tamarac, FL 33321
Agency Contact: Keith K. Glatz, CPPO, FCPM, FCPA
Telephone: (954) 597-3570
Facsimile: (954) 597-3565
Email: keithg@tamarac.org

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013- 110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICIALS TO AWARD AND EXECUTE AN AGREEMENT FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE UTILIZING PRICING PROVIDED THROUGH REQUEST FOR PROPOSAL 13-23R AND BASED UPON STATE TERM CONTRACT #618-000-11-1, OR LOWER PRICING AS MAY BECOME AVAILABLE THROUGH ANY OTHER CONSORTIUM AGREEMENT, INCLUDING CONTINGENCY PRICING FOR THE PERIOD OF OCTOBER 18, 2013 THROUGH OCTOBER 17, 2016, WITH ONE (1) THREE (3) YEAR RENEWAL OPTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac has need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

WHEREAS, the City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative for the purchase of office supply needs; and

WHEREAS, twenty-six (26) governmental agencies within the Southeast Florida Governmental Purchasing Cooperative are eligible to utilize this agreement for the purchase of approximately \$2.1 million in office supplies; and

WHEREAS, the City of Tamarac formally advertised and issued Request for Proposal # 13-23R in order to obtain pricing and service capability information for vendors in the office supply marketplace, a copy of which is included herein as Exhibit "1"; and

WHEREAS three (3) firms responded to the RFP including:

Office Depot (Two (2) Proposals)

Office Max

Staples Advantage; and

WHEREAS, an evaluation team chaired by the City of Tamarac, and including the City of Coral Springs, Florida, the City of Davie Florida, and the City of Greenacres, Florida evaluated and ranked all responses to the proposal; and

WHEREAS, the proposal offerings submitted by Office Depot, Inc. were ranked by the Evaluation Committee as the most advantageous, best value overall response to the solicitation in terms of service capabilities and pricing, a copy of the proposal evaluation scores are included herein as Exhibit "2"; and

WHEREAS, based upon the evaluation of the specific pricing of the two proposals submitted by Office Depot, the proposal using pricing available on the State of Florida Term Contract #618-000-11-1 was determined to be the more competitively priced proposal of the two (2) responses received from Office

Depot to the City's Request for Proposal #13-23R, a copy of the response is included as Exhibit "3" herein; and

WHEREAS, the State of Florida only recently decided to renew Term Contract #618-000-11-1 for a one (1) year period with two (2) additional one year renewal options; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative determined that they needed contingency pricing in the event that the State of Florida does not renew the Agreement for one or more of the successive one (1) year renewal options; and

WHEREAS, staff has negotiated substantially lower pricing for the second Office Depot proposal, which will serve as back-up pricing in the event the State of Florida does not renew the Agreement for one or more of the successive one (1) year renewal options included herein as Attachment A-1 to Exhibit "4"; and

WHEREAS, Office Depot has successfully supplied the needs of the Southeast Florida Governmental Purchasing Cooperative in the past; and

WHEREAS, the proposal provides for one (1) one three year renewal option based on satisfactory performance under the Agreement; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

WHEREAS, the City Commission of the City of Tamarac finds it to be in the best interest of the City of Tamarac to authorize the appropriate City Officials to award RFP 13-23R, and execute an Agreement with Office Depot for the purchase of Office Supplies by the City and members of the Southeast Florida Governmental Purchasing Cooperative using pricing provided by Office Depot utilizing pricing available on the State of Florida Term Contract #618-000-11-1, or lower priced national consortium agreement as may become available to the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and including the contingency pricing in the event that the State of Florida does not renew Term Contract #618-000-11-1 during the three (3) year term of the City's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The appropriate City officials are hereby authorized to award Request for Proposal #13-23R to Office Depot, Inc., and to execute an Agreement with Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "4", utilizing pricing available on the State of Florida Term Contract #618-000-11-1, or lower priced national consortium agreement as may become available to the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and including the contingency pricing as Attachment A-

1 to Exhibit "4" in the event that the State of Florida does not renew Term Contract #618-000-11-1 during the three (3) year term of the City's Agreement.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 9th day of October 2013.


BETH TALABISCO
MAYOR

ATTEST:


PATRICIA TEUFFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO absent
DIST 1: COMM. BUSHNELL yes
DIST 2: COMM. GOMEZ yes
DIST 3: COMM. GLASSER yes
DIST 4: V/M. DRESSLER yes

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM


SAMUEL S. GOREN
CITY ATTORNEY

AGREEMENT

**BETWEEN THE CITY OF TAMARAC
AND
OFFICE DEPOT, INC.**

THIS AGREEMENT is made and entered into this 18th day of October, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Office Depot, Inc., a Delaware corporation with principal offices located at 6600 North Military Trail, Boca Raton, FL 33496 (the "Contractor") to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Request for Proposal Document No. 13-23R issued August 4, 2013, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal document #13-23R as issued by the City, and the Contractor's Proposal, Request for Proposal document #13-23R as issued by the City shall take precedence over the Contractor's Proposal, with the exception of the Contractor's Exceptions Page. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

In addition to this Agreement, the City reserves the option to piggyback on Office Depot's State of Florida Office and Education Consumables Contract No. 618-000-11-1, ("State of Florida Contract") and make purchases thereunder. Should the State of Florida Contract terminate, or City otherwise elects to not make purchases under the State of Florida Contract, upon 30 days notice to Contractor, City will commence making all purchases from Contractor under this Agreement. In the event the State of Florida Contract expires or is otherwise terminated and Contractor and the State of Florida enter into a new agreement, the City may elect to piggyback on such new agreement.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative.

2.1.2 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager memorandums of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Contract Term and Renewal

This Agreement shall be effective October 18, 2013, for a period of 3 years ("Initial Term"). City and Contractor reserve the right to exercise one (1) additional 3 year agreement, subject to satisfactory performance by Contractor ("Renewal Term").

5) Contract Sum

The Contract Sum for the above work is based on the high-use pricing matrix and discounted catalog pricing provided proposed by Contractor as part of its response to Request for Proposal #13-23R.

6) Payments

Invoices are due thirty (30) days from the date of invoice. City's credit limit shall be established by Contractor, who reserves the right to lower City's credit limit or refuse to ship any orders if at any time: (a) City is delinquent in making payments

to Contract or is otherwise in breach of this Agreement; or (b) City's credit standing becomes impaired or reasonably unsatisfactory to Contractor. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

7.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 The Contractor shall pay all third-party claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

7.4 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

7.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city. Notwithstanding the foregoing, without obtaining written approval from City, Contractor shall have the right to delegate duties under this Agreement to those

subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors and customer service providers.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR
Office Depot, Inc.
6600 Military Trail
Boca Raton, FL 33496
ATTN: Jim Pollman, Vice President

With a copy to Office of the General Counsel at the same address

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

12.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. Contractor may terminate this Agreement upon

sixty (60) days written notice to the City.

13) Public Records

13.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

13.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being

prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

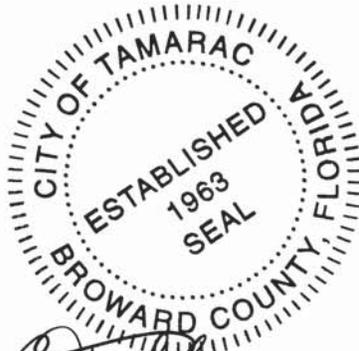
This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President duly authorized to execute same.



CITY OF TAMARAC

Beth Talabisco
Beth Talabisco, Mayor

10/15/13
Date

Michael C. Cernech
Michael C. Cernech, City Manager

10-10-13
Date

ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC

10/15/13
Date

Approved as to form and legal sufficiency:

Julie Klau
City Attorney

10/8/13
Date

OFFICE DEPOT, INC

Jim Pollman
Signature

Jim Pollman
Name

Vice President
Title

10-2-13
Date

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Gwinnett

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jim Pollman, Vice President of Office Depot, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2nd day of October, 2013



[Signature]

Signature of Notary Public
State of Florida at Large

Georgia

Patricia A. Goodline

Print, Type or Stamp
Name of Notary Public

Personally known to me. or
 Produced Identification

Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

ATTACHMENT A**PRICING**

1. **THE NATIONAL PROGRAM**. City will act as a group purchasing organization and will provide Contractor with access to its members who complete the registration process as mutually agreed upon ("**Members**"). Contractor shall supply to Members those office products and services as set forth herein during the "Initial Term" (as hereinafter defined) and any "Renewal Term" (as hereinafter defined) (the "**Program**"). Members shall not resell products purchased under this Agreement. Contractor reserves the right to terminate any individual Member's participation in the Program immediately upon written notice to Member in the event such Member's participation violates the terms and conditions of this Agreement.
2. **CORE LIST PRICING**. Contractor agrees to supply to Members those office products and services as set forth in **Attachment A-1** attached hereto (the "**Core List**") at the prices set forth therein. With the exception of paper and toner/ink items, Core List pricing will be held firm for two (2) calendar quarters from the Effective Date and thereafter will be updated on a semi-annual basis. Pricing for paper and toner/ink items on the Core List will fluctuate with market conditions. Upon request, and when available, Office Depot shall provide Company with manufacturer documentation to verify that paper and toner/ink price adjustments are being appropriately passed through to Members. Office Depot will meet with Company on an annual basis (or as otherwise necessary) during the Initial Term and any Renewal Term to review the products and services on the Core List. In addition, the products and services on the Core List, and the prices thereof, may be updated from time to time upon notification by Office Depot to Company (including via e-mail).
3. **NON-CORE ITEM PRICING**. Items not on the Core List ("**Non-Core Items**"), but which are identified in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order ("**BSD Catalog**"), will be priced at the discounts off of list price: General Office Supplies 70%, Ink & Toner 30%, Paper 70%, Balance of Catalog 20%, exclusive of bulk pricing discounts or other specials. BSD Catalog pricing will be updated each calendar quarter. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (1) products in the following categories (as such categories are identified on www.officedepot.com): Technology, Custom Printing, Breakroom Supplies, Food and Beverage, Copy and Print Services, Promotional

Products, Gift Cards, and Warranties, and (2) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "**Excluded Categories**"). Excluded Categories, as well as Non-Core Items that are not identified in the BSD Catalog, shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to Company at the point of sale or otherwise at the time of order placement.

4. **PARTICIPATION.** In order to receive the Program pricing offered hereunder, Members will be responsible for registering for the Program by accessing the online registration to be established by Office Depot during implementation of the Program. Members shall provide Office Depot with all information reasonably required by Office Depot to facilitate shipment and billing of any items purchased.

ATTACHMENT A-1

SKU	Item Description	U/M	Unit Price
167263	2 Part NCR form - Legal - White/Canary	EA	\$0.07
478123	Paper, 8.5X11 SALMON 500-CT	RM	\$3.69
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	\$0.76
343731	BATTERY,9V,ALKA,ENERGIZER,2/PK	PK	\$3.66
445511	BATTERY,AAA,ENERGIZER,24/BX	BX	\$5.55
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$9.11
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$13.44
702973	BATTERY,ENERGIZER,E2,AA,8/PK	PK	\$7.69
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	\$8.28
718416	BATTERY,LITHIUM AAA,4PK	PK	\$3.94
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	\$5.28
696542	BATTERY,SIZE C,ALKALINE,BOX 12	BX	\$5.79
696559	BATTERY,SIZE D,1.5V,ALK,12BX	BX	\$6.89
273190	BINDER,3-RING,VUE,2",BLACK	EA	\$2.71
200832	BINDER,LASER,DATA,PRSRBD,BLU	EA	\$3.34
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	\$1.27
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	\$1.47
494146	BINDER,OVERLAY,CLEAR,3",BLK	EA	\$2.04
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	\$2.59
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT.	EA	\$2.95
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	\$1.68
882260	BINDER,VIEW,WJ,LT,LRR,1",BLK	EA	\$1.80
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	\$0.88
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	\$2.04
725163	BOOK,COMP,WR,100S,3PK	PK	\$1.73
765798	BOOK,MEMO,WRBND,TOP,CR,60S,12	DZ	\$1.67
255760	BOOK,MONEY RCPT,2.75X7.25,3PT	EA	\$8.39
352016	BOX,LTR/LGL,OD QUICK SETUP,4PK	PK	\$4.99
397140	BOX,QUICK/STR,LTR/LGL,4/CT	CT	\$10.09
199570	BOX,STOR,ECON LETTER/LEG	CT	\$17.07
911633	BOX,STORAGE,PLAS,44QT,PURPLE	EA	\$6.29
911642	BOX,STORAGE,PLASTIC,44QT,BLUE	EA	\$6.29
486878	CARD,INDEX,BLANK,4X6,CAN,100PK	PK	\$0.80
699850	CARD,TIME,F/PTR-4000	PK	\$4.79
295223	CARTRIDGE,HP LJ Q7553A,BLACK	EA	\$71.99
992280	CARTRIDGE,HP,LJ,4250/4350	EA	\$134.99
169771	CARTRIDGE,INK,BLK,51645A	EA	\$28.97
352871	CARTRIDGE,INK,BLK,C4844A	EA	\$30.69
419672	CARTRIDGE,INK,HP #56,BLACK	EA	\$19.99
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	\$31.99
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	\$30.69
986952	CARTRIDGE,INKJET,HP 88 XL,BLK	EA	\$35.86

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812808	CARTRIDGE,INKJET,HP 98,BLACK	EA	\$19.89
154414	CARTRIDGE,LASER,Q2612A	EA	\$62.99
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	\$160.99
977952	CARTRIDGE,LASERJET,Q6470A,BLK	EA	\$118.99
727381	CARTRIDGE,PRINT,C7115A,HP	EA	\$62.99
332629	CD-R,80MIN,SPINDLE,50PK	PK	\$7.11
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	\$12.89
650725	CD-R,SPINDLE,TDK,100/PK	PK	\$12.35
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	\$3.79
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	\$1.66
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	\$2.10
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	\$2.10
143197	COVER,DOCUMENT,6CT,NAVY	PK	\$2.79
143162	COVER,DOCUMENT,6PK,BLACK	PK	\$2.79
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	\$3.29
698860	COVER,PORTFOLIO,11.75X9.5,RED	BX	\$3.29
326901	CREAMER,COFFEEMATE,50CT,FR VAN	BX	\$3.69
326921	CREAMER,COFFEEMATE,50CT,REG	BX	\$3.69
223970	CUP,4OZ,CONE,WATER,200PK,WHT	PK	\$1.83
724461	CUP,HOT,PERFECTOUCH,12OZ,25/SL	PK	\$2.14
574698	DIVIDER,A-Z,OD,LEATHER,BLACK	ST	\$0.92
553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	\$1.03
553848	DIVIDER,LEGAL,A-Z,1 SET,WHITE	ST	\$1.03
110154	DIVIDER,TABBING,PRINT,80SETS	PK	\$1.91
569502	DRIVE,USB,4GB,TWIST TURN	EA	\$4.90
158265	DVD-R,SPINDLE,TDK,100/PK	PK	\$14.76
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	\$16.61
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	\$4.81
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	\$6.89
560941	ENVELOPE,CD,50PK,WHITE	PK	\$1.17
330920	ENVELOPE,CLASP,10X15,100BX	BX	\$5.69
330840	ENVELOPE,CLASP,28LB,#93,100BX	BX	\$4.39
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	\$4.79
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	\$4.41
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	\$2.99
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	\$3.85
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	\$7.99
307512	ERASER,DRY ERASE,EXPO	EA	\$1.19
402139	FILE,STOR,LTR/LGL,ECONO,12/CT	CT	\$11.04
940379	FILE,STORAGE,10.5X4.5X24L	EA	\$5.19
940411	FILE,STORAGE,6X9.5X23.25	EA	\$5.19
307959	FOLDER,CLASS,LETTER,2DIV	EA	\$0.79
304571	FOLDER,CLASS,LTR,2/5 1DIV,MLA	BX	\$7.90
500181	FOLDER,CLASS,LTR,2/5,1DIV,GRN	EA	\$0.79
488684	FOLDER,CLASS,LTR,2/5,2-DIV,GRN	EA	\$0.91
803734	FOLDER,CLASS,LTR,2DIV,5PK,BLUE	PK	\$4.34
919617	FOLDER,CLSF,1-DIV,LTR,4PRT,RED	EA	\$0.79
210617	FOLDER,ENDTAB,LTR,100BX,MNLA	BX	\$6.97

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315630	FOLDER,FILE,LGL,1/3 CUT,MAN	BX	\$5.69
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	\$9.86
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	\$4.37
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	\$4.17
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	\$3.42
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	\$3.14
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	\$4.92
102236	FOLDER,LGL,2 FASTENERS,11PT	BX	\$11.43
937649	FOLDER,LGL,2PLY,MANILA.	BX	\$9.98
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$3.61
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$4.56
316471	FOLDER,REINF TB,LTR,100BX,MNLA	BX	\$6.53
936195	FOLDERS,CLASS,4SEC,LTR,RD/BN	EA	\$2.03
524017	FRAME,DELUXE,WOOD,11"X8.5"	EA	\$2.25
490304	FRAME,DOC,PLST,8.5X11,CRAN/BLK	EA	\$2.79
990361	FRAME,DOC,VENICE,8.5X11,MAH/BK	EA	\$4.09
451225	FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	\$2.51
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	\$2.69
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$2.80
525072	HIGHLIGHTER,ACCENT,12/PK,YLW	DZ	\$6.99
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	\$4.19
708586	HIGHLIGHTER,MAJ ACCENT,ASTD,DZ	DZ	\$4.19
470211	INDEX,11X8.5,1-15TAB,MULTICLR	ST	\$1.45
440520	INK CARTRIDGE,96,BLACK,HP	EA	\$28.19
440288	INK CARTRIDGE,BLACK,94,HP	EA	\$19.85
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	\$23.29
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	\$32.09
115743	INK,HP 45A,TWIN PACK,BLACK	PK	\$56.58
450390	Ink,HP 60,Black	EA	\$12.39
840908	INK,HP 74,BLACK	EA	\$12.49
842133	INK,HP 74XL,HIGH YIELD,BLACK	EA	\$33.30
715395	INK,HP 920,BLACK	EA	\$16.35
824690	INK,HP 940,BLACK	EA	\$21.29
112999	INK,HP 96,TWIN PACK,BLACK	PK	\$53.79
961679	INK,HP 96/97,COMBO,BLACK/COLOR	PK	\$59.59
108687	INK,HP 97,TWIN PACK,TRI-COLOR	PK	\$65.09
108540	INK,HP 98,TWIN PACK,BLACK	PK	\$37.39
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$5.41
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	\$3.76
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	\$14.99
916460	LABEL,LSR,ADDR,WHT,750CT	PK	\$4.49
753313	LABEL,SHIPPING,RL,2.5X4	RL	\$10.45
108951	LAMP,ENX,APOLLO	EA	\$11.90
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	\$5.65
654521	LYSOL SPRAY,LINEN SCENT,19OZ	EA	\$5.65
525000	MARKER,PERM,SHARPI,FN,12PK,BLK	DZ	\$11.39
451898	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	\$5.49
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	\$5.49

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203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	\$5.49
162370	MONEY/RENT RECEIPT BK 2PT	EA	\$0.89
162354	MONEY/RENT RECEIPT BK 3PT	EA	\$2.77
436857	MONEY/RENT RECEIPT SPIRAL	EA	\$2.52
869832	MRKR,EXPO2,DE,CHSL PT,4PK,ASTD	PK	\$4.19
204164	MRKR,SET,D/ERS,8CLR	ST	\$5.47
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	\$7.49
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	\$0.23
442369	NOTE,OD,3" X 3",18/PK,ASTD	PK	\$0.90
420994	NOTE,OD,3" X 3",18/PK,YELLOW	PK	\$0.86
443296	NOTE,OD,3"X5",12PK,YELLOW	PK	\$0.95
504808	NOTE,PST-IT,SSTCKY,4X6,5PK,YEL	PK	\$6.79
843877	NOTES,POPOP,OD,12PK,BRIGHT	PK	\$1.09
422588	NOTES,SELF STICK,RCY,18PK,YLW	PK	\$0.95
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	\$0.98
717061	PAD,FINGERPRINT,(1000 PRINTS)	EA	\$2.42
534904	PAD,GLUETOP,5X8,50 SHT,DZ,WHT	DZ	\$1.87
268091	PAD,GUM,8.5X11,OD,WHT,LGL RLD	DZ	\$3.77
480675	PAD,OD GRN,LTTR,6PK,8.5X11,WHT	PK	\$2.41
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	\$1.87
306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	\$1.87
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	\$3.99
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	\$3.99
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	\$4.09
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	\$2.35
420935	PAPER,ASTRO,LTR,SLR YEL	RM	\$5.49
727641	PAPER,COLOR COPY,11",8RM	CA	\$43.68
343454	PAPER,COLOR,COPY,8.5x11,28#	RM	\$5.69
813212	PAPER,COMP,14-7/8X11,GREEN BAR	CA	\$19.21
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	\$3.69
478156	PAPER,COPY,500-CT,8.5X11,LILAC	RM	\$3.69
348037	PAPER,COPY,8.5X11,104 BRT,BOND	CA	\$26.99
345645	PAPER,COPY,8.5X11,5M/CT,GRN	RM	\$3.69
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	\$3.69
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	\$3.69
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	\$3.69
675041	PAPER,COPY,ASTRO,LUNAR BLUE	RM	\$5.49
940650	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	\$29.99

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347005	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	\$30.99
255888	PAPER,LASER PRINT,3 HP,WHITE	RM	\$4.99
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	\$4.29
680017	PAPER,LTR,20#,RECY,MULTI	CA	\$34.99
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	\$29.99
940593	PAPER,MULTIPURP,11",20#,108 BR	CA	\$29.99
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	\$7.99
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	\$1.08
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	\$1.08
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	\$4.39
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	\$4.39
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	\$5.79
524928	PEN,BP,RT,MED,FLXGRIP,12PK,BLU	DZ	\$5.79
811950	PEN,CLIC,STIC,BIC,BLACK	DZ	\$2.71
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	\$8.29
525120	PEN,GEL,RT,UNI-BALL,7MM,DZ,BLU	DZ	\$9.99
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	\$1.10
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	\$1.10
479608	PEN,RET,BP,1.0MM,12/PK,BLK	DZ	\$1.37
479560	PEN,RET,BP,1.0MM,12/PK,BLUE	DZ	\$1.37
790761	PEN,RETRACT,G-2,BK,FN	DZ	\$8.19
790801	PEN,RETRACT,G-2,FN,BLUE	DZ	\$8.19
152320	PEN,RETRACTABLE,MED,DZ,BLACK	DZ	\$7.83
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	\$2.30
733601	PENCIL,#2,OD,72/BX	BX	\$2.79
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	\$1.01
917281	POCKET,FILE,LETTER,5.25" CAP	BX	\$4.78
808584	POCKET,FILE,LGL,5.25IN,STRT,RR	BX	\$5.63
371761	POCKET,FILE,LTR,3.5,EXP	EA	\$1.20
937979	POCKET,LGL,MLA,STRUCUT,DBL	EA	\$1.06
681114	PORTFOLIO,2PKT,3PRONG,ASST COLORS	EA	\$0.13
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	\$3.49
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	\$4.29
535704	POUCH,LAMINATING,LETTER SIZE	PK	\$2.42
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	\$4.09
207779	PRINT CARTRIDGE,FAX,PC201	EA	\$18.99
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	\$1.59
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	\$2.78
513088	REEL,CARD,ID,2/PK	PK	\$0.39
411033	REFILL,PAD,POP N JOT,12PK	PK	\$7.99
480061	RIBBON,ML100,SERIES/320/321	EA	\$7.49
909663	RUBBERBAND,SIZE 19,1LB	BX	\$2.99

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625966	SANITIZER,HND,PURL,1000ML	EA	\$8.29
375675	SCISSORS,FSK,STRT,LH/RH,8",ORN	PR	\$2.63
908996	SHARPENER,PENCIL,MODEL,KS	EA	\$6.19
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	\$8.92
221051	STAPLE,1/4",15-25 SHT,5000BX	BX	\$1.47
908194	STAPLER,DESK,STD,FULL,BLACK	EA	\$4.12
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	\$2.39
549014	STAPLER,ELECTRIC,BLACK	EA	\$18.62
432255	STAPLES,STANDARD,5 PACK	PK	\$1.65
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	\$2.25
479596	TAPE,BLACK ON WHITE,2PK	EA	\$11.89
576481	TAPE,CORRECTION,2PK,WHITE	PK	\$0.87
699459	TAPE,CORRECTION,6PK,ASTD	PK	\$3.19
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	\$2.89
166702	TAPE,CORRECTION,MONO	EA	\$1.15
369589	TAPE,CORRECTION,MONO RETRO,4PK	PK	\$4.27
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	\$2.26
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	\$3.61
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	\$2.14
277294	TAPE,LABELER,BLK ON WHT,1/2IN	EA	\$4.15
239400	TAPE,LETTERING,.5",BLACK/WHITE	EA	\$6.45
239384	TAPE,LETTERING,PT340/PT540	EA	\$7.89
301366	TAPE,MASKING,1"X60 YDS,3M	EA	\$3.39
489461	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	\$12.99
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	\$11.99
432847	TONER,10A,SMART PRINT	EA	\$124.99
463865	TONER,HP 36A,BLACK	EA	\$62.99
114756	TONER,HP 51A,LASERJET,BLACK	EA	\$116.99
878270	TONER,HP CE505A,BLACK	EA	\$70.99
970568	TONER,LASER,BROTHER TN350BLK	EA	\$41.99
808256	TONER,LJ 2100 SERIES,96A	EA	\$103.99
997541	TONER,MFC8300,TN430,STD	EA	\$39.99
776184	TONER,Q5949A,HP,BLK	EA	\$73.99
286934	TONER,ULTRA PRECISE,27X	EA	\$131.99
656368	TOTE,FILE,LRG,LETTER/LEGAL,BLUE	EA	\$4.22
564070	TYLENOL,EXTRA-STRENGTH,50/BOX	BX	\$8.04
992289	WALLET,PART,6-PKT,14.75X9.5,LL	EA	\$2.22
405475	WIPES,CLOROX,75CT,LAVENDAR	EA	\$4.87
821808	WIPES,DISINFECTANT,CLOROX	EA	\$4.55
984560	WIPES,DISINFECTING,CLOROX	EA	\$4.57
939760	WIPES,LYSOL SNTZNG,SPRNG,80CT	EA	\$4.49
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	\$4.49