



AGENDA REPORT

Meeting Date: October 6, 2015
Item Number: D-9
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services/ Finance
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND OFFICE DEPOT, INC. TO PROVIDE OFFICE SUPPLIES CITYWIDE; AND, APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$150,000 PER YEAR FOR THE SUPPLIES AND SERVICES DESCRIBED
Attachments: 1. Agreement for Office Depot, Inc.

RECOMMENDATION

Staff recommends that the City Council approve the agreement to provide office supplies citywide and purchase order with Office Depot, Inc.

INTRODUCTION

The City of Beverly Hills previously contracted with OfficeMax Inc. in 2010 to be the City's office supplies vendor. The City recently conducted a Request for Proposal (RFP) where vendors in this field were invited to bid on the City's business. During this process, Office Depot, Inc. was the lowest responsible bidder in response to the RFP.

DISCUSSION

In recent years, the office supplies industry has consolidated to the point where there are currently only two nationwide brick and mortar retailers in the industry. OfficeMax - the City's previous office supplies vendor - was acquired by Office Depot in 2013, and the City has already effectively been working with Office Depot for the past 18 months.

Under this agreement, Office Depot will provide the City with office supplies for its everyday needs. Staff has negotiated preferential pricing with this vendor given the City's longstanding relationship as well as the volume of products it purchases.

FISCAL IMPACT

The agreement is for three years with the option to extend for two additional one year terms with an annual maximum payment of \$150,000 already included in the departments' annual budgets.



Noel Marquis

Finance Approval

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
OFFICE DEPOT, INC. TO PROVIDE OFFICE SUPPLIES
CITYWIDE

NAME OF VENDOR:	Office Depot, Inc.
RESPONSIBLE PRINCIPAL OF VENDOR:	Todd Sawyer, Territory Development Manager
VENDOR'S ADDRESS:	3500 W. Olive Avenue, Suite 300 Burbank, CA 91505
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Don Rhoads, Director of Administrative Services/Chief Financial Officer
COMMENCEMENT DATE:	July 1, 2015
TERMINATION DATE:	June 30, 2018
CONSIDERATION:	Not to exceed the amount set forth in City- approved purchase orders

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND OFFICE
DEPOT, INC. TO PROVIDE OFFICE SUPPLIES CITYWIDE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and OFFICE DEPOT, INC. (hereinafter called "VENDOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. VENDOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Scope of Work. VENDOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by VENDOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

(a) VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

(b) The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement upon mutual written agreement.

Section 3. Consideration. CITY agrees to compensate VENDOR for the office supplies CITY orders pursuant to authorized purchase orders, and VENDOR delivers to CITY, at the discounted rates set forth in Exhibit B, attached hereto and incorporated by this reference.

Section 4. Method of Payment. Unless otherwise provided for herein, VENDOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. VENDOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR

shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by VENDOR without the prior written approval of CITY except that VENDOR may assign this Agreement to its affiliates and subsidiaries at any time with prior written notice. Any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible by VENDOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. VENDOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of VENDOR. VENDOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 11. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by VENDOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) VENDOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement.

(e) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. VENDOR shall require that the policies required under this Agreement cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and shall specifically state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by VENDOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon 30 calendar days' written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice. Vendor shall have the right to terminate this Agreement for cause upon thirty (30) calendar days' written notice to CITY.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall VENDOR be entitled to receive more than the amount that would be paid to VENDOR for the full performance of the services required by this Agreement. VENDOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide VENDOR with all pertinent data, documents, and other requested information as is available for the proper performance of VENDOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement

shall become the property of CITY, and CITY may use all or any portion of the work submitted by VENDOR and compensated by CITY pursuant to this Agreement or as CITY and VENDOR mutually deem appropriate.

Section 16. Records and Inspections. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. No more than once every twelve (12) months, and no more than one (1) year after the Termination Date, CITY shall have access, without charge, during normal business hours at a mutually agreed upon place to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities relating to CITY'S purchases of products under this Agreement, for the purposes of determining whether VENDOR (a) extended the correct pricing to CITY; and (b) calculated the proper rebates/incentives (if any), subject to any existing confidentiality agreements between VENDOR and third parties. If a third-party auditor is used by CITY, such auditor must be approved by VENDOR, which approval shall not be unreasonably withheld. Additionally, the auditor must execute a non-disclosure and confidentiality agreement with CITY, the form of which will be provided by CITY. Should any audit reveal overcharge or undercharge, CITY will refund to CITY the amount of the overcharge, or CITY will refund to VENDOR the amount of any undercharge. VENDOR shall have the opportunity to dispute the results of any audit. Audits conducted by CITY, including audits conducted by a third party on behalf of CITY, will be done at the expense of CITY.

Section 17. Changes in the Scope of Work. The CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by VENDOR or CITY must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered via electronic mail or by hand during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to VENDOR:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel
If to CITY:	City of Beverly Hills 455 North Rexford Drive Beverly Hills, California 90210 Attn: Deputy Director of Finance Administration

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Force Majeure. Neither party to this Agreement shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause that is beyond the reasonable control of such party.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 22. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 25. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

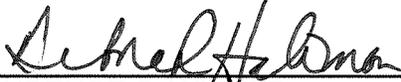
VENDOR : OFFICE DEPOT, INC.

TIM BURGESS
West Region Vice President

JOHN LANDER
Senior Vice President, North America Field Sales

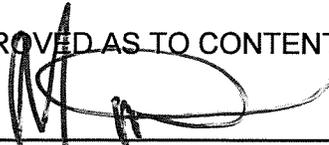


APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT



MAHDI ALUZRI ^{KK}
Interim City Manager



DON RHOADS
Director of Administrative Services/Chief
Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

VENDOR agrees to deliver to CITY the office supplies listed in "Exhibit B – Core List" at discounted rates.

VENDOR shall assist CITY in finding office supplies not found in the printed or online catalog at no additional cost.

VENDOR shall submit a monthly report to CITY for the office supplies ordered during the prior month for review and analysis.

CORE LIST PRICING. VENDOR agrees to supply to CITY the items on the Core List (as set forth in Exhibit B attached hereto), at the prices set forth therein. Core List pricing will be held firm for one (1) calendar quarter from the Commencement Date and thereafter will be updated on a quarterly basis, provided VENDOR gives CITY at least thirty (30) days written notice before any Core List price increase takes effect. VENDOR will meet with CITY on an annual basis (or as otherwise necessary) during the Agreement 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 VENDOR to CITY (including via e-mail).

NON-CORE LIST ITEM PRICING. Items not on the Core List ("Non-Core Items"), but which are identified in the Office Depot Business Select catalog that is in circulation at the time of the order ("Business Select Catalog"), will be priced at a discount of twenty percent (20%) off of the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Products contained in the Business Select Catalog may change without notice. The foregoing pricing shall not apply to clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings ("Excluded Items"). Non-Core Items that are not identified in the Business Select Catalog shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Items, will be established by VENDOR in its discretion and will be presented to the City at the point of sale or otherwise at the time of order placement.

MANUFACTURER WARRANTIES. VENDOR will pass through to CITY all manufacturer-supplied end-user warranties on all products sourced to CITY pursuant to this Agreement.

MINIMUM ORDER VALUE. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders of \$50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Orders less than \$50.00 will incur delivery fees as follows:

Order Value (pre-tax)	Delivery Fee
\$24.99 and Below	\$7.95
\$25.00 - \$49.99	\$5.95

EXHIBIT B
CORE LIST

CITY shall purchase office supplies on the Core List at the following rates. Additional items may be added as mutually agreed upon by the parties.

SKU	Description	UOM	Price
128853	HIGHLIGHTER,12PK,ASSORTED	DZ	2.78
128853	HIGHLIGHTER,12PK,ASSORTED	DZ	2.78
156895	STAPLER,ELEC,OPTIMA GRIP	EA	25.31
160064	FLAGS,POST-IT(R),SMALL SIZED	EA	6.46
178750	CLIPS,BINDER,30TUB,ASTD SZ,SLV	EA	2.75
181529	PENCIL,#2 POLY LEAD,DISP,12/PK	DZ	3.40
196517	PAPER,X-9,11",20LB,10/CASE	CA	34.54
203542	HOLEPUNCH,LOWFORCE,2HOLE,20SHT	EA	7.30
222059	CALCULATOR,DESKTOP,TI-1795SV	EA	8.26
232571	PAD,STENO,6X9,80SHT,PRISM,PNK	PK	4.52
286821	POST-IT,SIGN HERE,RD ARRW,80CT	PK	2.50
296278	ENVELOPE,CLASP,9X12,32LB,100BX	BX	13.42
296278	ENVELOPE,CLASP,9X12,32LB,100BX	BX	13.42
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	6.13
308478	CLIP,PAPER,#1,SMTH,OD,10PK	PK	1.86
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	8.51
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	8.51
337924	PENCIL,MECH,ZGRP,0.7MM,24PK,BK	PK	5.95
344279	STAPLES,PREMIUM,5000BX	BX	1.10
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	21.73
395615	BATTERY,ALKA,AA,8	PK	6.34
395615	BATTERY,ALKA,AA,8	PK	6.34
396231	BINDER,OD,VIEW,RR,2",BLACK	EA	2.52
396231	BINDER,OD,VIEW,RR,2",BLACK	EA	2.52
396241	BINDER,OD,VIEW,RR,2",WHITE	EA	2.48
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	3.33
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	3.33
427111	STAPLE REMOVER,BLACK	EA	0.39
427151	PUNCH,3HOLE,ADJ RUBBER HDL,BLK	EA	4.63
427251	STAPLER,FULL STRIP COMBO,BLACK	EA	3.74
429175	CLIP,PAPER,SMTH,OD,JMB,100BX	BX	0.47
443520	FLAG,POST-IT,1" MULTI COLOR	EA	6.61
452913	TAPE,ECO,MAGIC,3/4"X900",10PK	PK	18.60
458417	PEN,UB207,GEL,0.38MM,BE	DZ	20.21
458914	BATTERY,AA,ALKALINE,24/PK	EA	15.70
469829	HIGHLIGHTER,PEN,12PK,ASSORTED	DZ	2.48
476929	CENTON DATASTICK PRO - USB FLA	EA	4.62
476929	CENTON DATASTICK PRO - USB FLA	EA	4.62
501510	COVER,REPORT,8.5X11,2/PK,RED	PK	3.46

EXHIBIT B

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501528	COVER,REPORT,8.5X11,2/PK,LBL	PK	3.46
501536	REPCVR 2PK BLK 8.5X11	PK	3.46
531679	ENVELOPE,CLASP,9X12,27#,GY	BX	7.95
541102	COLOR HFF,LTR,1/5 CUT,ASST	BX	6.92
541111	COLOR HFF,LTR,1/5 CUT,GRAY	BX	6.92
541120	COLOR HFF,LTR,1/5 CUT,ORA	BX	6.92
541192	COLOR HFF,LTR,1/5 CUT,TEAL	BX	6.92
541201	COLOR HFF,LTR,1/5 CUT,MARON	BX	6.92
541219	COLOR HFF,LTR,1/5 CUT,NAVY	BX	6.92
543280	MANILA FF,LTR,1/3 CUT	BX	7.74
546558	GLUE,STK,ELMERS,OFFICE,22G,12C	PK	5.67
561339	CLIPS,BINDER,24PK,MED,BLK	PK	1.37
582254	NOTEBOOK,REPORTER,4X8,WHT,70SH	DZ	10.02
591535	BINDER,CLEARVUE,DRING,EXTRALFE	EA	5.46
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	7.30
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	7.30
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	12.89
646510	SLEEVES,CD/DVD,PPR,100/PK,WHT	PK	2.23
654844	NOTES,GRN,POSTIT,3X3,24PK,YLW	PK	21.21
684299	DESKPAD,MNTH,FORAY,22X17,RY15	EA	1.98
689082	NOTE,POPOP,RCYLD,3X3,12PK,PSTL	PK	12.74
699459	TAPE,CORRECTION,6PK,ASTD	PK	5.75
699459	TAPE,CORRECTION,6PK,ASTD	PK	5.75
733601	PENCIL,#2,OD,72/BX	BX	4.78
765040	PUNCH,2-3-HOLE,11 SHT,9/32,ADJ	EA	10.96
770739	PEN,GEL,0.38MM,UB207,12PK,BLK	DZ	20.21
794494	ENVELOPE,CLASP,#90,9X12,KT	BX	9.46
795906	PAD,PERF,DKTGLD,8.5X11,CAN,LGL	DZ	19.11
797348	FOLDER,KRAFT,1/3CUT,LTR	BX	20.57
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	6.63
811174	PENCIL,LEAD,TICONDEROGA,MEDIUM	DZ	1.75
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	3.11
825307	PUNCH,PAPER,2-HOLE,20SHEET CAP	EA	3.74
826096	PEN,GEL,RET,207,MICRO,BLK,DOZ	DZ	14.99
826104	PEN,GEL,RET,207,MICRO,BLUE,DOZ	DZ	14.99
826112	PEN,GEL,RET,207,MICRO,RED,DZ	DZ	14.99
863173	PEN,GRIP,WB,MED,DZ,BLACK	DZ	2.29
863182	PEN,GRIP,WB,MED,DZ,BLUE	DZ	2.29
863200	PEN,GRIP,WB,MED,DZ,RED	DZ	2.29
869832	MRKR,EXPO2,DE,CHSL PT,4PK,ASTD	PK	6.53
916502	LABEL,LSR,SHIP,CLEAR,500CT	BX	29.89
927855	ORGANIZER,MARKR/ERASR,6CLR,SET	ST	8.15
928697	PENCIL,.5MM,AUTO,BARREL BLACK	EA	0.68
929364	LEAD,HBM,SUPERFINE,.5MM,12/TB	TB	0.46
929364	LEAD,HBM,SUPERFINE,.5MM,12/TB	TB	0.46

930778	3PK 4GB STORENGO FLASH DRIVE	EA	10.11
934315	COVER,PSBD,11X8.5,CLTH,BLK	EA	1.07
934323	COVER,PSBD,11X8.5,CLTH,LTBLU	EA	1.07
934331	COVER,PSBD,11X8.5,CLTH,DKBLU	EA	1.07
934364	COVER,PSBD,11X8.5,CLTH,DKGR	EA	1.07
934372	CVR,PSBD,11X8.5,CLTH,EXRED	EA	1.07
958220	NOTE,PU,RECYCLED,3X3,12,CANARY	PK	11.42
980035	LBL,ADR,RCY,1X2-5/8,3000BX,WHT	BX	25.39
991152	BATTERY,COPPERTOP,AAA,36 CT	BX	21.59
991152	BATTERY,COPPERTOP,AAA,36 CT	BX	21.59
997731	PENCIL,DIXON,ORIOLE,#2.5,DZ	DZ	1.61
1251325	QUICK LD SHT PRTCTR NOGLR 50BX	BX	1.86
1376263	HANG FLDR 1/5 LTR-SZ ASST 25PK	BX	6.92
1376398	FOLDERS HANG LTR-SIZE YELLOW	BX	6.92
1376407	FOLDERS HANG LETTER-SIZE RED	BX	6.92
1376416	FOLDERS HANG LETTER-SIZE BLUE	BX	6.92
1376659	MECHANICAL PENCIL 0.5 MM 2 PK	PK	2.33
1383769	FOLDERS HANG LETTER-SIZE GREEN	BX	6.92
1383778	FOLDERS HANG LTR-SIZE VIOLET	BX	6.92

**EXHIBIT C
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D. AGGREGATE	
	<ul style="list-style-type: none"> o AUTOMOBILE LIABILITY o GENERAL LIABILITY o PRODUCTS/COMPLETED OPERATIONS o BLANKET CONTRACTUAL o CONTRACTOR'S PROTECTIVE o PERSONAL INJURY o EXCESS LIABILITY o WORKER'S COMPENSATION 					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____
Authorized Insurance Representative

TITLE : _____
 AGENCY : _____ Address : _____