

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

Contractor agrees to supply to County the office products that are ordered by the County, which are provided for in this exhibit and in Exhibit X, at the prices set forth therein.

1. PRICING

a. **Core List.** Items set forth on **Exhibit X** attached hereto (the “**Core List**”) will be priced as set forth therein. With the exception of paper, toner/ink, and can liner items. Core List pricing will be updated on a semi-annual basis (January and July). Pricing for paper, toner/ink, and can liner items on the Core List may be updated on a calendar quarter and thereafter will be updated no more than one time per calendar quarter. Upon request, and when available, Contractor Depot shall provide County with manufacturer documentation to verify that paper, toner/ink price and can liner adjustments are being appropriately passed through to County. Contractor will meet with County on an annual basis (or as otherwise necessary) to review the items on the Core List.

Items on the Core List may be updated from time to time (to address additions, deletions, substitutions, and alternate products) in Contractor’s discretion, upon notification by Contractor to County (including via e-mail).

b. **Non-Core Items.** Items not on the Core List (“**Non-Core Items**”), but which are identified in the primary catalog (which may be either printed or virtual) for “contract” customers that is in circulation at the time of the order (“**ODP Catalog**”), will be priced at a discount as shown in the below table, off of the regular sales price (promotions excluded) set forth on www.odpbusiness.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, the price offering set forth in the first sentence of this subsection may not apply to (i) products in the following categories (as such categories are identified on www.odpbusiness.com): Custom Printing, Copy and Print Services, Promotional Products, Gift Cards, and Warranties; and (ii) clearance items, and/or promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, “**Excluded Categories**”). Non-Core Items that are not identified in the ODP Catalog but which are available on www.odpbusiness.com at the time of order (“**ODP Web Assortment**”) shall be priced at web match as set forth on www.odpbusiness.com at the time of order.

ODP Catalog Product Category	Percent Discount
Technology	10%
Furniture	20%
Cleaning & Breakroom	15%
Paper	25%
Ink/Toner	15%
Binders	20%

Filing/Dated/Forms	25%
Mailing/Shipping/Labels/Notetaking	20%
General Office Supplies	25%
School Supplies	25%
Storage	20%
Writing	25%
Other	15%

- 2. Delivery/Minimum Order Value.** Contractor shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding certain attributes regarding weight and/or dimensions, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
- 3. America Saves Program.** The County has determined to permit Contractor use of the terms and conditions of this Contract to sell Products and Services to other governmental entities ("**Participating Agency**") as part of the "America Saves" Program (the "Program"). The terms of this arrangement between County and Contractor are set forth in a separate agreement. In no event shall County be considered a dealer, remarketer, agent or other representative of Contractor.

ADDITIONAL PROGRAM TERMS

For purposes of this Contract, "**Spend**" shall mean County's paid-for purchases, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, paper, gift cards and warranties, and "**Contract Year**" shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term.

The incentive(s)/rebate(s) offered hereunder are contingent on County being in compliance with all terms and conditions set forth in this Contract, including, where applicable, achieving Minimum Annual Spend. To the extent County fails to remit complete and timely payment on any invoice, Contractor shall have the right to offset any monies otherwise due and owing for rebates/incentives earned against any amounts owed by County due to delinquent County invoices.

- 1. Annual Spend Rebate.** Provided County is in compliance with the payment terms set forth in this Contract, Contractor shall pay County an Annual Spend Rebate based on Spend per Contract Year. Annual Spend Rebates will be paid to County within sixty (60) days of the end of each Contract Year. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
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\$0.00 - \$150,000.	0
\$150,000.01 - \$500,000.	2%
\$500,000.01 - \$1,000,000.	3%
\$1,000,000.01 +	4%

2. **Point of Sale Discount.** Provided County is in compliance with the payment terms set forth in this Contract, County shall receive a point-of-sale discount based on pre-tax order size as set forth in the table below. This point-of-sale discount excludes orders that include inventory that is not stocked in an Office Depot facility at the time of the order, special orders, furniture, technology products, in-store purchases, and services (i.e. assembly and product protection plans). Applicable discounts will be reflected on the corresponding invoice.

Order Size (pre-tax)	Discount %
\$100. to \$199.99	1%
\$200. to \$1,000.	1.5%

3. **Aggregate America Saves Spend Rebate.** If at the end of each Contract year, the annual aggregate Spend of the County and America Saves Program Participating Agencies reaches Twenty Million Dollars (\$20,000,000.00), Contractor shall pay an additional rebate to County and each Participating Agency within sixty (60) days of the end of each Contract Year. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
\$20,000,000. - \$29,999,999.	0.25%
\$30,000,000. - \$39,999,999.	0.50%
\$40,000,000. - \$49,999,999.	0.75%
\$50,000,000. +	1%

4. **Annual Administrative Fee.** Provided County is in compliance with the payment terms set forth in this Contract, Contractor shall pay County, as Lead Agency for the America Saves Program, an Annual Administrative Fee ("**Fee**") of one-half of one percent (.5%) of Participating Agency Spend per Contract Year. The Fee will be paid to County semi-annually within sixty (60) days of January 1st and July 1st of each Contract Year.