

## OFFICE SUPPLIES AND PRODUCTS AGREEMENT

This Office Supplies and Products Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and ODP Business Solutions, LLC, a Delaware limited liability company (“Provider”).

### RECITALS

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in that certain Contract No. PUR-05407 for office supplies and products entered into between Florida International University (“FIU”) and Provider effective June 20, 2022 with its attendant contract documents, attachments, exhibits, and amendments (collectively, the “Original Contract”), a copy of which is attached hereto as Exhibit A;

WHEREAS, NRS 332.195(1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting vendor;

WHEREAS, Provider can provide the goods that the City seeks at the rates set forth under the Original Contract; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions, and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

### SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract except for such provisions relating to the overall program operation, such as fees paid to FIU or audit rights of FIU, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

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1.3. Except for such provisions relating to the overall program operation, such as fees paid to FIU or audit rights of FIU, wherever the term Florida International University appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

## SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect until August 13, 2027, (“Term”), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the Parties, upon mutual written agreement may extend the Term for up to two (2) additional one-year periods.

2.2. The City shall purchase the goods according to the prices and fees described in Exhibit A (The “Original Contract”) in an amount not to exceed as detailed on Schedule A below, per fiscal year. The total not to exceed amount of this Agreement if all renewal options are executed is One Million Three Hundred Six Thousand Ninety-Eight Dollars and 80/100 (\$1,306,098.80). No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Schedule A	
Fiscal Year:	Amount:
FY 24/25	\$ 247,400.00
FY 25/26	\$ 253,700.00
FY 26/27	\$ 260,580.00
FY 27/28 (First Renewal Option)	\$ 268,098.00
FY 28/29 (Second Renewal Option)	\$ 276,317.80
<b>TOTAL:</b>	<b>\$ 1,306,098.80</b>

2.3. In lieu of any rebate offered in the Original Agreement, Provider shall offer City an additional discount up to ten percent (10%) off of the then current price of the items set forth on the Master Core List and Non-Core List, excluding any products on the Custom Core List, if applicable. The discount offered hereunder is contingent on City being in compliance with all terms and conditions set forth in this Agreement.

2.4. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar

days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

2.5. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by email, personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1464

To Provider: ODP Business Solutions, LLC  
Attention: Chris Edler  
660 North Military Trail  
Boca Raton, FL 33496  
Phone: 512-843-7047  
Email: [Chris.Edler@odpbusiness.com](mailto:Chris.Edler@odpbusiness.com)

With a copy to: ODP Business Solutions, LLC  
Attention: Office of General Counsel  
660 North Military Trail  
Boca Raton, FL 33496

2.6. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.7. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

2.8. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## 2.9. Safety

2.9.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.9.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## 2.10. Miscellaneous.

2.10.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.10.2. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that Provider may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement

2.10.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.10.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.10.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.10.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

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2.10.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.10.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.10.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.10.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.10.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2.10.11. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

ODP Business Solutions, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: Chris Edler  
Title: Vice President  
Name: Chris Edler

Attest:



By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Contract Number PUR-05407

Please see attached page(s).

**Florida International University (FIU)**

**Contract # PUR-05407**

*for*

Office Supplies and Products

*with*

**ODP Business Solutions, LLC**

Effective: June 20, 2022



The following documents comprise the executed contract between the Florida International University and ODP Business Solutions, LLC effective June 20, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



FIU CONTRACT# PUR-05407

### COVER AGREEMENT

**THIS COVER AGREEMENT** (the "Agreement") is made and entered into on the last date signed below (the "Effective Date"), by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** ("FIU") and **ODP BUSINESS SOLUTIONS, LLC**, a Delaware limited liability company, whose address is 6600 North Military Trail, Boca Raton, FL 33496, who is authorized to do business in the State of Florida (the "Contractor").

### RECITALS

**WHEREAS**, FIU requested solicitation responses for Competitive Solicitation E-ITN No. 2022-00057 (the "ITN") to provide the following goods and/or services: Office Supplies and Products (the "Services");

**WHEREAS**, the Contractor submitted a solicitation response for the ITN to provide and perform the Services ("Solicitation Response"), along with a Best and Final Offer ("BAFO"), which was accepted by FIU; and

**WHEREAS**, this Cover Agreement, the ITN, the Solicitation Response, and the BAFO shall be known, collectively, as the "Contract."

**NOW, THEREFORE**, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term.** The Contract commences on the Effective Date and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of five (5) years (the "Initial Term"), and may be renewed in writing by the parties for an additional two (2) one-year terms (each, a "Renewal Term") (collectively, the Initial Term and the Renewal Term(s) shall be known as the "Term").

**2. Contractual Precedence.** The Contractor will provide to FIU the Services pursuant to the terms and conditions described in the following: this Cover Agreement, the Competitive Solicitation ITN No. 2022-00057, including the Standard Provisions, attached hereto together as Exhibit I and incorporated herein by reference; the Contractor's Solicitation Response, attached hereto as Exhibit II and incorporated herein by reference; and if applicable, the Contractor's Best and Final Offer, attached hereto as Exhibit III and incorporated herein by reference (all of which constitute, collectively, part of the Contract). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence:

- a. first, this Cover Agreement;
- b. second, the Standard Provisions of the Competitive Solicitation ITN No. 2022-00057;
- c. third, the Contractor's Best and Final Offer;

- d. fourth, the Contractor's Solicitation Response; and
- e. fifth, the Competitive Solicitation ITN No. 2022-00057, excluding the Standard Provisions.

**3. Notices.** Any notices required under the Contract shall be sent via U.S. Mail, return receipt requested, or by personal hand delivery, to the parties at the following addresses:

**Notices to Contractor:**

ODP Business Solutions, LLC  
6600 North Military Trail  
Boca Raton, FL 33496  
Attention: Vice President

**Notices to FIU:**

Florida International University  
Procurement Services Department  
11200 S.W. 8<sup>th</sup> Street, CSC 411  
Miami, FL 33199  
Attn: Executive Procurement Director

*With copy to:*

ODP Business Solutions, LLC  
6600 North Military Trail  
Boca Raton, FL 33496  
Attention: Office of the General Counsel

*With copy to:*

Florida International University  
Office of the General Counsel  
11200 S.W. 8<sup>th</sup> Street, PC 511  
Miami, FL 33199

**Notices to Administrator:**

Omnia Partners, Public Sector  
840 Crescent Center Drive, Suite 600  
Franklin, TN 37067  
Attention: President

**4. No counterparts; facsimile signatures allowed.** The Contract may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. This Contract shall be considered signed if/when a party's signature is delivered by hand, mail, or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

**5. Authority.** Contractor represents and warrants that the Contract has been duly authorized, executed and delivered by and on behalf of Contractor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Contract is signed by Contractor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of Contractor, that he/she is authorized to enter into the Contract and that the agent and Contractor shall be jointly and severally liable for any breach of the Contract or of the representation.

**6. Entire Agreement.** The Contract, along with the Exhibits and any other appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that said parties have

not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in the Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of the Contract.

**7. Clarifications/negotiated points are as follows:**

**a. Section 3.2 (Payment Terms) of the Standard Provisions, is hereby modified and amended as follows:**

- (i) the reference to “forty (40) days of receipt of a proper invoice” is hereby deleted in its entirety and replaced with “thirty (30) days of date of the invoice.”
- (ii) the last sentence is hereby deleted in its entirety and replaced with the following sentence in lieu thereof:

“Subject to confidentiality agreements between Contractor and third parties, and no more than annually, FIU, at its expense, may audit Contractor’s books and records to determine whether Contractor extended the correct pricing. Any third-party auditor used must be approved by Contractor, and must execute a non-disclosure agreement. Contractor may dispute the results of any audit, and will refund any overcharges to FIU (and FIU will refund any undercharges to Contractor). Other conditions may apply. Notwithstanding the foregoing, nothing contained herein will prevent parties from complying with the requirements of Chapter 119.”

**b. Section 3.4 (Insurance) of the Standard Provisions is hereby modified and amended as follows:**

- (i) the following sentence “Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention” is hereby deleted in its entirety.
- (ii) the following sentence “FIU, upon request, reserves the right to obtain a copy of the policies requested above” is hereby deleted in its entirety.

**c. Section 3.5 (Worker’s Compensation) of the Standard Provisions is hereby modified and amended as follows:**

- (i) the following sentence “Successful Respondent will agree that any release or settlement entered into by Respondent under a workers’ compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents” is hereby deleted in its entirety.

- d. **Section 3.26 (Export Control) of the Standard Provisions is hereby deleted in its entirety.**

- e. **Section 3.28 (Warranties) of the Standard Provisions is hereby modified and amended by adding the following at the end of the aforementioned Section:**

“Contractor’s aforementioned warranties will be limited to Office Depot-branded products only, and for all other products, Contractor will pass through to FIU all manufacturer-supplied end-user warranties.”

- f. The parties acknowledge and agree that requirements outlined in **Section 3.34 (Subcontractors) of the Standard Provisions** are not applicable for those vendors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third party logistics vendors, delivery carriers, and customer service providers. Furthermore, FIU acknowledges and agrees that Contractor, without obtaining written consent from FIU, may subcontract duties under any resulting contract to those vendors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

- g. **Section 3.35 (Termination for Cause) of the Standard Provisions, is hereby modified and amended as follows:**

(i) the following phrase “and Successful Respondent shall be liable to FIU for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract” is hereby deleted in its entirety.

(ii) the following phrase “[a]dditionally, FIU may require Successful Respondent to transfer title and deliver immediately to FIU in the manner and to the extent directed by FIU, such partially completed work, including, where applicable, reports, working papers and other documentation, as Successful Respondent has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated” is hereby deleted in its entirety.

- h. **Section 3.36 (Termination for Convenience) of the Standard Provisions is hereby deleted in its entirety and replaced with the following:**

“Either party may terminate the Contract for its convenience, by written notice to the other party at least ninety (90) days before the effective date of termination, if that party determines that termination is in its best interest. Contractor shall be

E-ITN #2022-00057

paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall either party be entitled to recover lost profits.”

- i. **Section 3.40 (Information Technology) of the Standard Provisions is hereby deleted in its entirety.**
- j. **Section 3.53 (Assignment/Modification of Contract) of the Standard Provisions is hereby deleted in its entirety and replaced with the following:**

“Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement.”

- k. **Service Vendor (Individual Trade) Insurance Language is hereby modified and amended as follows:**
  - (i) Contractor’s policies are primary and non-contributory to the extent that an indemnity is owed under the Contract.
  - (ii) the following sentence “Unless previously authorized by FIU, the policies required above shall be issued on a “first dollar” basis with no deductible or self-insured retention” is hereby deleted in its entirety.
  - (iii) the following sentence “The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount” is hereby deleted in its entirety and replaced with: “Contractor will provide thirty (30) days written notice to FIU in the event of cancellation.”
  - (iv) the following sentence “FIU, upon request, reserves the right to obtain a copy of the policies requested above” is hereby deleted in its entirety.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.***

E-ITN #2022-00057

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date firstwritten above.

FOR THE CONTRACTOR:

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**ODP BUSINESS SOLUTIONS, LLC**

DocuSigned by:  
BY: Brian Abromovage  
30BC89D4630C4F6...



Brian Abromovage VP, BSD

NAME & TITLE:

DATE:  
6/20/2022

FOR FIU:

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**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

BY: Kenneth Jessell  
Kenneth Jessell Interim University President

NAME & TITLE:

DATE:

Approved as to  
form and legality  
Kenneth Jessell  
F.I.U. Attorney

Date: 6-9-22



EXECUTION COPY

## AMENDMENT #2 TO CONTRACT

This Amendment #2 to Contract (this "**Amendment #2**") is effective November 21, 2022 (the "**Amendment #2 Effective Date**"), by and between ODP Business Solutions, LLC, a Delaware limited liability company, ("**ODP**") and Florida International University Board of Trustees ("**FIU**").

**WHEREAS**, FIU and ODP, entered into that certain Contract, #PUR-05407, dated June 20, 2022 (pursuant to Invitation to Negotiate #2022-00057 Office Supplies and Products), effective as of August 13, 2022 (the "**Contract**"), as amended by that certain Amendment #1 to Contract, dated August 13, 2022 and the parties desire to further amend the Contract, on the terms and conditions as provided herein; and

**WHEREAS**, the parties hereto agree that the Contract is amended as stated herein and that this Amendment #2 shall be incorporated into the Contract and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Section 1. Term, shall be deleted in its entirety and replaced with the following:

"**Term.** The Contract commences on the Effective Date of August 13, 2022, and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of five (5) years (the "**Initial Term**"), and may be renewed in writing by the parties for an additional two (2) two-year terms (each, a "**Renewal Term**") (collectively, the Initial Term and the Renewal Term(s) shall be known as the "**Term**")."

2. Capitalized terms not otherwise defined in this Amendment #2 shall have the same meaning as set forth in the Contract. This Amendment #2 may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Any provision not specifically modified by this Amendment #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment #2 as of the Amendment #2 Effective Date.

### ODP BUSINESS SOLUTIONS, LLC

DocuSigned by:  
By: Brian Abromovage  
30BC89D4630C4FG...  
Name: Brian Abromovage  
Title: Vice President  
Date: 11/23/2022



### FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: Kenneth A. Jessell  
Name: Kenneth A. Jessell  
Title: President  
Date: 12-1-2022

Approved as to  
form and legality  
[Signature]  
F.I.U. Attorney



EXECUTION COPY

## AMENDMENT #2 TO CONTRACT

This Amendment #2 to Contract (this "**Amendment #2**") is effective November 21, 2022 (the "**Amendment #2 Effective Date**"), by and between ODP Business Solutions, LLC, a Delaware limited liability company, ("**ODP**") and Florida International University Board of Trustees ("**FIU**").

**WHEREAS**, FIU and ODP, entered into that certain Contract, #PUR-05407, dated June 20, 2022 (pursuant to Invitation to Negotiate #2022-00057 Office Supplies and Products), effective as of August 13, 2022 (the "**Contract**"), as amended by that certain Amendment #1 to Contract, dated August 13, 2022 and the parties desire to further amend the Contract, on the terms and conditions as provided herein; and

**WHEREAS**, the parties hereto agree that the Contract is amended as stated herein and that this Amendment #2 shall be incorporated into the Contract and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Section 1. Term, shall be deleted in its entirety and replaced with the following:

"**Term.** The Contract commences on the Effective Date of August 13, 2022, and (as detailed on Section 1.1 of the ITN – Statement of Objective), will continue for an initial term of five (5) years (the "**Initial Term**"), and may be renewed in writing by the parties for an additional two (2) two-year terms (each, a "**Renewal Term**") (collectively, the Initial Term and the Renewal Term(s) shall be known as the "**Term**")."

2. Capitalized terms not otherwise defined in this Amendment #2 shall have the same meaning as set forth in the Contract. This Amendment #2 may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Any provision not specifically modified by this Amendment #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment #2 as of the Amendment #2 Effective Date.

### ODP BUSINESS SOLUTIONS, LLC

DocuSigned by:  
By: Brian Abromovage  
30BC89D4630C4FG...  
Name: Brian Abromovage  
Title: Vice President  
Date: 11/23/2022



### FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: Kenneth A. Jessell  
Name: Kenneth A. Jessell  
Title: President  
Date: 12-1-2022

Approved as to  
form and legality  
[Signature]  
F.I.U. Attorney