

# AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**Fedex Office and Print Services, Inc.**  
(hereinafter referred to as "Fedex Office"),  
whose principal place of business is  
13155 Noel Road, Suite 1600, Dallas, Texas 75240

**WHEREAS**, SBBC desired a vendor to provide quick copy printing services; and

**WHEREAS**, SBBC released RFP 28-143B, (herein a copy of which is incorporated by reference), to provide quick copy printing services; and

**WHEREAS**, Fedex Office submitted a response to RFP 28-143B, (a copy which is incorporated by reference), and was considered the top ranked proposer; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence on August 19, 2008 and conclude on December 31, 2013. The term of the contract may, by mutual agreement between SBBC and Fedex Office, upon School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period.

2.02 **Terms and Conditions**. Fedex Office agrees to provide quick copy printing services to the district under the terms and conditions and prices included in this Agreement.

## **ARTICLE 2 – SPECIAL CONDITIONS (Continued)**

### **2.03 Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Fedex Office: Fedex Office agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Fedex Office, its agents, servants or employees; the equipment of Fedex Office, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Fedex Office or the negligence of Fedex Office's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Fedex Office, SBBC or otherwise.

### **2.04 SBBC Photo Identification Badge.**

**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

## **ARTICLE 2 – SPECIAL CONDITIONS (Continued)**

### **2.04 SBBC Photo Identification Badge (Continued).**

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

**Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$80.00. The Money Order is to be made payable to "PrideRock Holding Company". Visa and Mastercard will be acceptable for these fees. Personal or company checks are acceptable (no cash). These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

**Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to [http://www.broward.k12.fl.us/supply/vendor\\_page.htm](http://www.broward.k12.fl.us/supply/vendor_page.htm)**

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

**2.05 Order of Priority. In the event of a conflict between documents, which are incorporated herein by reference, the parties agree that the order of priority shall be as follows:**

- 1. This Agreement, including Attachments A & B**
- 2. RFP 28-143B**
- 3. Fedex Office's proposal**

**2.06 Pricing. SBBC will receive the program pricing ("Pricing") for its purchase of Services. Actual SBBC spend levels will be reviewed semi-annually to determine program eligibility and pricing level. Fedex Office may request to increase SBBC's pricing effective as of the anniversary of the Effective Date upon sixty (60) days notice to SBBC of Fedex Office's request to adjust pricing to allow for negotiation. The Pricing adjustment will be a maximum of 5% or the CPI Index at website [http://data.bls.gov/PQD/servlet?SurveyOutputServlet;jsessionid=f0303841fffc3F\\$3F\\$3F\\$3](http://data.bls.gov/PQD/servlet?SurveyOutputServlet;jsessionid=f0303841fffc3F$3F$3F$3), whichever is less, for the most recent 6 month period. Any price increase is subject to SBBC approval prior to becoming effective. The Contract Pricing set forth in this Agreement is effective 15 days after the signed Agreement is submitted for implementation.**

**Authorization for payment is provided at the time the Services are performed via District P-Card or by Purchase Order. In order to receive program pricing, SBBC must present their Fedex Office National**

Discount Number or pay with their Fedex Office Commercial Account, if applicable. Fedex Office will not be obligated to provide any discounted pricing unless Customer presents a Fedex Office National Discount Number or Commercial Account Number. Invoicing discrepancies related to a requirement for Purchase Order information will not relieve SBBC of its payment obligations for Services performed and accepted by SBBC. Fedex Office and SBBC shall use reasonable efforts to work through any invoicing discrepancies or billing and payment disputes related to the Fedex Office Commercial Account Number, including any Purchase Order requirements. Invoicing discrepancies will not be paid until the dispute is resolved prior to becoming effective. Invoices without discrepancies will be paid without delay.

Services	Pricing*
<p>Document Services (including Signs &amp; Graphics)</p> <p>DocStore (Send and Print)</p> <p>DocStore (Catalog)</p>	<p>B/W: \$.023</p> <p>Color: \$.29</p> <p>Other Services</p> <p>Discount: 25%</p> <p>See <u>Attachment A</u> for any itemized Pricing</p>

\* B/W pricing applies to 8 ½" x 11", or 8 ½" x 14", on 20 lb. white bond paper. Color pricing applies to 8 ½" x 11" or 8 ½" x 14", on 28 lb. laser paper. The pricing is double the above listed pricing for 11" x 17" size paper. Discounted pricing or discounts do not apply to the following: outsourced products or services, office supplies, notary services, shipping services, inkjet cartridges, equipment rental, conference room rental, Sony Picture Station, gift certificates, specialty papers, custom calendars, holiday promotion greeting cards, postage, DocStore fees, or services that may be offered in the future but are not available as of the date of this Agreement. Services at hotel or convention locations are not eligible for discount or special pricing.

**2.07 Awardee's and Sub-Contractor's Records.** Fedex Office's records shall include, but not be limited to, accounting records, audited and unaudited financial statements to substantiate payment rates and income, and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until two (2) years after the date of final payment to Fedex Office(s) pursuant to this

Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

At a mutually agreeable time during normal business hours, SBBC's agent or its authorized representative shall have access to the Fedex Office's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

Fedex Office shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, Fedex Office will be required to reimburse SBBC for the discrepancy. SBBC and Fedex Office shall use reasonable efforts to work through billing issues and payments should they arise.

If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to Fedex Office by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Fedex Office as well as the over payments by SBBC.

**2.08 Intellectual Property Rights.** SBBC represents and warrants that it will not present to Fedex Office orders which involve the reproduction of materials protected under copyright, patent and/or trademark law unless SBBC owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials SBBC grants Fedex Office permission allowing authorized representatives designated by SBBC to reproduce SBBC's copyright and trademark-protected materials without restriction for the term of this Agreement and any Addendum(s) issued hereunder. Unless specified otherwise by SBBC in writing, SBBC designates all of its employees as SBBC's authorized representatives for purposes of this provision.

In no event shall SBBC hold Fedex Office responsible for copying such protected materials requested by SBBC's authorized representatives. SBBC shall indemnify, defend and hold harmless Fedex Office from any claim, demand, liability, cause of action, debt or damage, including reasonable attorneys' fees and expenses, for actual or alleged infringement or violation of any intellectual property rights or other rights of third parties including, without limitation, rights of publicity, rights of privacy, copyrights, trademarks, trade secrets and/or licenses, or patents.

**2.09 Limitation on Liability.** In no event will either party be liable to the other for lost profits, special, incidental, punitive, consequential or indirect damages (including lost profits) arising under this agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, even if that party has been advised of the possibility of such damages.

The aggregate amount of any liability of Fedex Office for any claim(s) arising from or relating to this agreement will not exceed, in any event, the amount paid to Fedex Office under this agreement for the performance of services during the twelve months immediately preceding the date on which the claim arose.

**2.10 Promotion.** Fedex Office will make its standard Corporate Account Program communication plan available to Customer (see Attachment B), to assist Customer with the implementation of this Agreement in Customer's organization.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC or Fedex Office during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Except to an affiliate with prior written notice, neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**ARTICLE 3 – GENERAL CONDITIONS (Continued)**

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To Fedex Office: Fedex Office and Print Services, Inc.  
Attn: General Counsel  
13155 Noel Road, Suite 1600  
Dallas, Texas 75240

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Robin Bartleman, Chair

\_\_\_\_\_  
JAMES F. NOTTER  
Superintendent of Schools

Approved as to Form and Legal Content:


  
\_\_\_\_\_  
School Board Attorney


**FOR Fedex Office and Print Services, Inc.**

(Corporate Seal)

Fedex Office and Print Services, Inc.

ATTEST:

By  \_\_\_\_\_

  
\_\_\_\_\_  
Frederic C. Liskow, Asst. Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

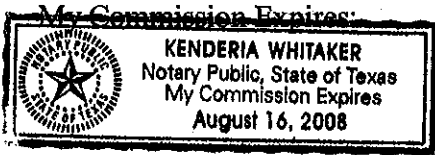
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2008 by Aimee DiCicco of

FedEx Office and Print Services, Inc Name of Person  
Name of Corporation or Agency on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification



(SEAL)

[Signature]  
Signature - Notary Public

Kenderia Whitaker  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**ATTACHMENT A  
PRICING**

<b>Item #</b>	<b>RFP Item Description*</b>	<b>Price</b>	<b>FXO SKU Description</b>	<b>SKU</b>
<b>Black and White Copies</b>				
1	20 # white bond, letter size (8-1/2" x 11") SS	0.0230	FS B&W S/S White Standard	0001
2	20 # white bond, letter size (8-1/2" x 11") DS	0.0460	FS B&W D/S 8.5x11 D/S Standard	0033
3	20 # white bond, legal size (8-1/2" x 14") SS	0.0230	FS B&W S/S White Standard	0001
4	20 # white bond, legal size (8-1/2" x 14") DS	0.0460	FS B&W D/S 8.5x11 D/S Standard	0033
5	20 # white bond, ledger size (11" x 17") SS	0.0460	FS B&W S/S 11x17 White	0009
6	20 # white bond, ledger size (11" x 17") DS	0.0920	FS B&W D/S 11x17 White	0041
7	60 # offset white, letter size (8-1/2" x 11") SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
8	60 # offset white, letter size (8-1/2" x 11") DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
9	60 # offset white, legal size (8-1/2" x 14") SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
10	60 # offset white, legal size (8-1/2" x 14") DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
11	60 # offset white, ledger size (11" x 17") SS	0.0860	FS B&W S/S 11x17 Color	0010
12	60 # offset white, ledger size (11" x 17") DS	0.1720	FS B&W D/S 11x17 Color	0042
13	70 # white laser, letter size (8-1/2" x 11") SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
14	70 # white laser, letter size (8-1/2" x 11") DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
15	70 # white laser, legal size (8-1/2" x 14") SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
16	70 # white laser, legal size (8-1/2" x 14") DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
17	70 # white laser, ledger size (11" x 17") SS	0.0860	FS B&W S/S 11x17 Color	0010
18	70 # white laser, ledger size (11" x 17") DS	0.1720	FS B&W D/S 11x17 Color	0042
<b>Color Copies</b>				
19	20 # white bond, letter size (8-1/2" x 11") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
20	20 # white bond, letter size (8-1/2" x 11") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
21	20 # white bond, legal size (8-1/2" x 14") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
22	20 # white bond, legal size (8-1/2" x 14") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
23	20 # white bond, ledger size (11" x 17") SS	0.5800	FS Color S/S 11x17	0197
24	20 # white bond, ledger size (11" x 17") DS	1.1600	FS Color D/S 11x17	0202
25	60 # offset white, letter size (8-1/2" x 11") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
26	60 # offset white, letter size (8-1/2" x 11") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
27	60 # offset white, legal size (8-1/2" x 14") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
28	60 # offset white, legal size (8-1/2" x 14") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
29	60 # offset white, ledger size (11" x 17") SS	0.5800	FS Color S/S 11x17	0197
30	60 # offset white, ledger size (11" x 17") DS	1.1600	FS Color D/S 11x17	0202
31	70 # white laser, letter size (8-1/2" x 11") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173

32	70 # white laser, letter size (8-1/2" x 11") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
33	70 # white laser, legal size (8-1/2" x 14") SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
34	70 # white laser, legal size (8-1/2" x 14") DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
35	70 # white laser, ledger size (11" x 17") SS	0.5800	FS Color S/S 11x17	0197
36	70 # white laser, ledger size (11" x 17") DS	1.1600	FS Color D/S 11x17	0202
<b>Black and White Copies</b>				
37	White: 24 #, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) SS	0.1000	FS B&W S/S Executive Papers	0004
38	White: 24 #, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) DS	0.2000	FS B&W D/S Executive Papers	0036
39	Color: 24 #, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) SS	0.1000	FS B&W S/S Executive Papers	0004
40	Color: 24 #, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) DS	0.2000	FS B&W D/S Executive Papers	0036
41	White: 24 #, 8-1/2" X 11" (Resume Grade Text Stock – Fiber or Parchment) SS	0.1000	FS B&W S/S Resume Papers	0003
42	White: 24 #, 8-1/2" X 11" (Resume Grade Text Stock – Fiber or Parchment) DS	0.2000	FS B&W D/S Resume Paper	0035
43	Color: 24 #, 8-1/2" x 11" (Resume Grade Text Stock – Fiber or Parchment) SS	0.1000	FS B&W S/S Resume Papers	0003
44	Color: 24 #, 8-1/2" x 11" (Resume Grade Text Stock – Fiber or Parchment) DS	0.2000	FS B&W D/S Resume Paper	0035
45	White: 90 # Card Stock – 8-1/2" X 11" SS	0.1000	FS B&W S/S 8.5x11 Card Stock	0006
46	White: 90 # Card Stock – 8-1/2" X 11" DS	0.2000	FS B&W D/S 8.5x11 Card Stock	0038
47	Color: 90 # Card Stock – 8-1/2" X 11" SS	0.1000	FS B&W S/S 8.5x11 Card Stock	0006
48	Color: 90 # Card Stock – 8-1/2" X 11" DS	0.2000	FS B&W D/S 8.5x11 Card Stock	0038
49	White: 110 # Card Stock – 8-1/2" X 11" SS	0.1000	FS B&W S/S 8.5x11 Card Stock	0006
50	White: 110 # Card Stock – 8-1/2" X 11" DS	0.2400	FS B&W D/S 8.5x11 Card Stock	0038
51	Color: 110 # Card Stock – 8-1/2" X 11" SS	0.1000	FS B&W S/S 8.5x11 Card Stock	0006
52	Color: 110 # Card Stock – 8-1/2" X 11" DS	0.2400	FS B&W D/S 8.5x11 Card Stock	0038
53	White: 80 # Glossy Cover Stock – 8-1/2" X 11" SS	0.2500	FS B&W D/S Resume Card Stock	0037
54	White: 60 # Sterling Ultra Matte – 8-1/2" x 11" SS	0.2000	FS B&W S/S Resume Card Stock	0005
55	White: 60 # Sterling Ultra Matte – 8-1/2" x 11" DS	0.2500	FS B&W D/S Resume Card Stock	0037
56	White: 80 # Sterling Ultra Cover SS	0.2000	FS B&W S/S Resume Card Stock	0005
<b>Color Copies</b>				
57	White: 24#, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
58	White: 24#, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
59	Color: 24#, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
60	Color: 24#, 8-1/2" X 11" (Executive Grade Text Stock – Linen or 100% cotton) DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
61	White: 24#, 8-1/2" X 11" (Resume Grade Text Stock – Fiber or Parchment) SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
62	White: 24#, 8-1/2" X 11" (Resume Grade Text Stock – Fiber or Parchment) DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
63	Color: 24#, 8-1/2" x 11" (Resume Grade Text Stock – Fiber or Parchment) SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173

64	Color: 24#, 8-1/2" x 11" (Resume Grade Text Stock – Fiber or Parchment) DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
65	White: 90 # Card Stock – 8-1/2" X 11" SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
66	White: 90 # Card Stock – 8-1/2" X 11" DS	0.9800	FS Color D/S 8.5x11 Card Stock	2527
67	Color: 90 # Card Stock – 8-1/2" X 11" SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
68	Color: 90 # Card Stock – 8-1/2" X 11" DS	0.9800	FS Color D/S 8.5x11 Card Stock	2527
69	White: 110 # Card Stock – 8-1/2" X 11" SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
70	White: 110 # Card Stock – 8-1/2" X 11" DS	0.9800	FS Color D/S 8.5x11 Card Stock	2527
71	Color: 110 # Card Stock – 8-1/2" X 11" SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
72	Color: 110 # Card Stock – 8-1/2" X 11" DS	0.9800	FS Color D/S 8.5x11 Card Stock	2527
73	White: 80#, Glossy Cover Stock – 8-1/2" X 11" SS	0.5500	FS Color S/S 8.5x11 Cover Gloss	2509
74	White: 60# Sterling Ultra Matte – 8-1/2" x 11" SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
75	White: 60# Sterling Ultra Matte – 8-1/2" x 11" DS	0.9800	FS Color D/S 8.5x11 Card Stock	2527
76	White: 80#, Sterling Ultra Cover SS	0.4900	FS Color S/S 8.5x11 Card Stock	2525
<b>Black and White Copies</b>				
77	24 # pastel or brights, letter size SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
78	24 # pastel or brights, letter size DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
79	24 # pastel or brights, legal size SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
80	24 # pastel or brights, legal size DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
81	24 # pastel or brights (11" x 17") SS	0.0860	FS B&W S/S 11x17 Color	0010
82	24 # pastel or brights (11" x 17") DS	0.1720	FS B&W D/S 11x17 Color	0042
<b>Color Copies</b>				
83	24 # pastel or brights, letter size SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
84	24 # pastel or brights, letter size DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
85	24 # pastel or brights, legal size SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
86	24 # pastel or brights, legal size DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
87	24 # pastel or brights (11" x 17") SS	0.5800	FS Color S/S 11x17	0197
88	24 # pastel or brights (11" x 17") DS	1.1600	FS Color D/S 11x17	0202
<b>Black and White Copies</b>				
89	60 # pastel or brights, letter size SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
90	60 # pastel or brights, letter size DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
91	60 # pastel or brights, legal size SS	0.0430	FS B&WS/S Pastel/Astro Color	0002
92	60 # pastel or brights, legal size DS	0.0860	FS B&W D/S Pastel/Astro Color	0034
93	60 # pastel or brights (11" x 17") SS	0.0860	FS B&W S/S 11x17 Color	0010
94	60 # pastel or brights (11" x 17") DS	0.1720	FS B&W D/S 11x17 Color	0042
<b>Color Copies</b>				
95	60 # pastel or brights, letter size SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
96	60 # pastel or brights, letter size DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
97	60 # pastel or brights, legal size SS	0.2900	FS Color S/S 8.5x11 & 8.5x14	0173
98	60 # pastel or brights, legal size DS	0.5800	FS Color D/S 8.5x11 & 8.5x14	0178
99	60 # pastel or brights (11" x 17") SS	0.5800	FS Color S/S 11x17	0197
100	60 # pastel or brights (11" x 17") DS	1.1600	FS Color D/S 11x17	0202
101	Reductions or enlargements	0.5000	FS Color Additional Services - Enlarge/Reduce	0213
102	Editing (special colorization, cropping, etc.)	0.5000	FS Color Additional Services - Enlarge/Reduce	0213
103	Photo Gloss Stock (additional per sheet)	0.5500	FS Color S/S 8.5x11 Cover Gloss	2509
<b>Binding</b>				

104	Plastic Comb ¼" with cardstock covers	1.4900	Bind Comb Card Stock Standard	0458
105	Plastic Comb ½" with cardstock covers	1.4900	Bind Comb Card Stock Standard	0458
106	Plastic Comb 1" with cardstock covers	1.4900	Bind Comb Card Stock Standard	0458
107	Plastic Comb 2" with cardstock covers	1.9900	Bind Comb Card Stock Over 1"	0459
108	Plastic Comb ¼" with acetate cover/vinyl backing	1.4900	Bind Comb Clear Standard	0462
109	Plastic Comb ½" with acetate cover/vinyl backing	1.4900	Bind Comb Clear Standard	0462
110	Plastic Comb 1" with acetate cover/vinyl backing	1.4900	Bind Comb Clear Standard	0462
111	Plastic Comb 2" with acetate cover/vinyl backing	1.9900	Bind Comb Clear Over 1"	0463
112	Inline tape bind ¼" with cardstock covers	1.4900	Bind Tape Automatic Card Stock Standard	0416
113	Inline tape bind ½" with cardstock covers	1.4900	Bind Tape Automatic Card Stock Standard	0416
114	Inline tape bind 1" with cardstock covers	1.4900	Bind Tape Automatic Card Stock Standard	0416
115	Inline tape bind 2" with cardstock covers	1.4900	Bind Tape Automatic Card Stock Standard	0416
116	Inline tape bind ¼" with acetate cover/vinyl backing	1.4900	Bind Tape Automatic Card Stock Standard	0416
117	Inline tape bind ½" with acetate cover/vinyl backing	1.4900	Bind Tape Automatic Card Stock Standard	0416
118	Inline tape bind 1" with acetate cover/vinyl backing	1.4900	Bind Tape Automatic Card Stock Standard	0416
119	Inline tape bind 2" with acetate cover/vinyl backing	1.4900	Bind Tape Automatic Card Stock Standard	0416
120	Plastic continuous coil ¼" with cardstock covers	1.9900	Bind Coil Card Stock Standard	1284
121	Plastic continuous coil ½" with cardstock covers	1.9900	Bind Coil Card Stock Standard	1284
122	Plastic continuous coil 1" with cardstock covers	1.9900	Bind Coil Card Stock Standard	1284
123	Plastic continuous coil 2" with cardstock covers	2.4900	Bind Coil Card Stock Over 1"	1285
124	Plastic continuous coil ¼" with acetate cover/vinyl backing	1.9900	Bind Coil Clear Standard	0485
125	Plastic continuous coil ½" with acetate cover/vinyl backing	1.9900	Bind Coil Clear Standard	0485
126	Plastic continuous coil 1" with acetate cover/vinyl backing	1.9900	Bind Coil Clear Standard	0485
127	Plastic continuous coil 2" with acetate cover/vinyl backing	2.4900	Bind Coil Clear Over 1"	0486
128	Velobind ¼" with cardstock covers	1.4900	Bind Strip Card Stock Standard	0444
129	Velobind ½" with cardstock covers	1.4900	Bind Strip Card Stock Standard	0444
130	Velobind 1" with cardstock covers	1.4900	Bind Strip Card Stock Standard	0444
131	Velobind 2" with cardstock covers	1.9900	Bind Strip Card Stock Over 1"	0445
132	Perfect binding (Soft cover binding)	2.4900	Book Bind (Perfect Bind)	495
133	Perfect Binding - Thickness over 1" (additional inch)	2.4900	Book Bind (Perfect Bind)	495
134	Rebinding (per piece)	0.5000	Bind De-Bind	0484
<b>Ancillary</b>				
135	Collating	0.0500	Collating Hand	0386

136	Slip Sheets (per page)	0.0300	Paper Sheet Pastel 8.5x11	2485
137	Folding – Half-folds (per page)	0.0200	Folding	0373
138	Folding – Tri-folds (per page)	0.0200	Folding	0373
139	Folding – "Z" folds (per page)	0.0200	Folding	0373
			FS Additional Features - Machine	
140	Stapling (per staple)	0.0100	Stapling	0078
141	Drilling (per ream)	0.0100	Drilling	0371
142	Cutting (per cut)	1.0000	Cutting per Cut	0376
143	Padding (per pad)	0.2500	Padding per Pad	0378
144	Lamination and dry mounting	4.0000	Mounting Laminating per Sq Foot	0403
145	Laminating (per sq foot)	1.5000	Laminated Roll 24" per Sq Foot	0369
146	Mountings (Foam Board)	2.5000	Mounting Basic per Sq Foot	0404
147	Tabs (per 90 lb. tab)	0.2000	FS B&W Tabs per Tab	0072
148	Mylar Tabs (per 90 lb. tab)	0.2500	CPS Imprint Bind/Tab	0731
149	Tab Typesetting (per tab)	1.0000	Document Creation Tabs Standard	1371
150	Typesetting and drafting	30.0000	Document Creation Hourly Rate	0567
151	CD Reproduction Services	4.0000	CD Duplication	3025
152	Scanning Service: Graphics	2.5000	Document Creation Scan Graphic	1458
153	Scanning: OCR/Text (1st	2.0000	Document Creation Scan OCR	1463
			Document Creation OCR Additional	
154	Scanning: OCR/Text (each	0.5000	Pages	2861
	Rush Services* *Shorter than the quoted			
155	delivery	-	Rush Service	N/A
156	Same Day Delivery Services	-	Same Day Service	N/A

**\* FedEx Office reserves the right to substitute to closest matching paper stock available as required to meet the customer's service and project deadlines.**

## Standard DocStore Fee Schedule

<b>Fixed Fees</b>	<b>Fee (USD)</b>
<p><b>DocStore Initial Send and Print or Catalog Setup Fee</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Document and needs assessment</li> <li>• Send and Print capability (if requested)</li> <li>• Catalog configuration and setup</li> <li>• Catalog Administrator Training (web based); End User Training Sessions (web based)</li> <li>• Customized DocStore site creation                             <ul style="list-style-type: none"> <li>○ Maximum of 20 standard catalog documents</li> <li>○ General user maintenance</li> </ul> </li> </ul>	<p><b>FREE</b> with executed contract</p>
<b>Variable Fees</b>	<b>Fee (USD)</b>
<p><b>Ongoing Support and Maintenance Fees for FedEx Office managed site</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Standard Catalog document upload after initial 20</li> <li>• Simple Dynamic Catalog item upload (e.g., ≤5 variable data, fields, simple images and files)</li> <li>• Complex Dynamic Catalog item upload (e.g., &gt;5 variable data fields, complex images, files and options)</li> <li>• Additional DocStore Send and Print or Catalog Site set up</li> </ul>	<p>\$25 (per item)</p> <p>\$75 (per item)</p> <p>\$150 (per item)</p> <p>\$1,000 (per site)</p>



**ATTACHMENT B**  
**STANDARD CORPORATE ACCOUNT PROGRAM COMMUNICATION PLAN**

In an effort to assist the customer in the implementation of this vendor program, Customer and FedEx Office will use the following communication plan:

1. Customer will launch the program within Customer's organization announcing the relationship with FedEx Office in writing, to all of Customer's United States locations that may participate in the FedEx Office Corporate Account Program. Customer will supply FedEx Office with a copy of all such materials prior to any distribution and at any time upon FedEx Office request.
2. Customer and FedEx Office will coordinate on other mutually agreed activities designed to create awareness of the FedEx Office Corporate Account Program and Services. The provision of all materials, supplies and equipment for all such activities or communications will be mutually agreed by Customer with FedEx Office in advance.
3. Each end user of the Corporate Account Program as identified by Customer will receive an introductory communication. Upon joining the Corporate Account Program and from time to time thereafter, Customer may provide, at Customer's sole option, FedEx Office with an electronic file containing the names of all of Customer's employees participating in the Program, including those who are recipients of FedEx Office commercial account charge cards, if applicable, along with each employee's address and email address. Such employees may receive periodic communications about the FedEx Office Corporate Account Program and Services. Customer and/or individual employees can elect to stop receiving communications at any time.