A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0004 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL IPA CONTRACT #618-000-11-1 WITH OFFICE DEPOT FOR OFFICE SUPPLIES FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS ($800,000.00) TO BE CHARGED TO AND PAID FROM CITY OF ATLANTA DEPARTMENTS, AS DEFINED BY THE CITY OF ATLANTA CHARTER, WITH ADOPTED FISCAL YEAR APPROPRIATIONS IN FUNDED DEPARTMENTAL FUND/DEPT.-ORG./ACCOUNT/FUNCTION ACTIVITY (FDOA) LOCATIONS.

WHEREAS, the City of Atlanta ("City") desires to enter into a citywide cooperative purchase agreement number COA-0004 with Office Depot for Office Supplies utilizing National IPA Contract #618-000-11-1.

WHEREAS, the City continues to require the use of Office Supplies to perform the city's daily operations; and

WHEREAS, pursuant to Section 2-1601 et seq. of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the Purchasing and Real Estate code; and

WHEREAS, the Chief Procurement Officer recommends the execution of a citywide cooperative purchasing agreement number COA-0004 with Office Depot, utilizing National IPA Contract #618-000-11-1 for Office Supplies, in an amount not to exceed eight hundred thousand dollars and no cents ($800,000.00).

WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and the cost of the goods and/or services are comparable.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, a citywide cooperative purchasing agreement number COA-0004 with Office Depot for two (2) years with three (3) one-year renewal options utilizing National IPA Contract #618-000-11-1 for Office Supplies, in an amount not to exceed eight hundred thousand dollars and no cents ($800,000.00) to be charged to and paid from City of Atlanta Departments, as defined by the City of Atlanta Charter, with adopted fiscal year appropriations in funded departmental Fund/Dept.-Org./Account/Function Activity (FDOA) locations.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an appropriate document for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, Office Depot.

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

11- R -0660

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0004 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL IPA CONTRACT #618-000-11-1 WITH OFFICE DEPOT FOR OFFICE SUPPLIES FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS ($800,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER: (VARIOUS ACCOUNTS).

WHEREAS, the City of Atlanta ("City") entered into a citywide cooperative purchase agreement number COA-0004 with Office Depot for Office Supplies utilizing National IPA Contract #618-000-11-1.

WHEREAS, the City continues to require the use of Office Supplies to perform the city's daily operations; and

WHEREAS, pursuant to Section 2-1601 et seq. of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the Purchasing and Real Estate code; and

WHEREAS, the Chief Procurement Officer recommends the execution of a citywide cooperative purchasing agreement number COA-0004 with Office Depot, utilizing National IPA Contract #618-000-11-1 for Office Supplies, in an amount not to exceed eight hundred thousand dollars and no cents ($800,000.00).

WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and the cost of the goods and/or services are comparable."

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, a citywide cooperative purchasing agreement number COA-0004 with Office Depot for two (2) years with three (3) one-year renewal options utilizing National IPA Contract #618-000-11-1 for Office Supplies, in an amount not to exceed Eight Hundred Thousand Dollars and No Cents ($800,000.00), to be charged to and paid from previously appropriated FDOA numbers: (Various Accounts).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an appropriate document for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, Office Depot.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0004 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL IPA CONTRACT #618-000-11-1 WITH OFFICE DEPOT FOR OFFICE SUPPLIES FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS ($800,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER: (VARIOUS ACCOUNTS).

Council Meeting Date: May 02, 2011

Requesting Dept.: Procurement

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The City of Atlanta would like to enter into a citywide cooperative purchasing agreement number COA-0004 with Office Depot for Office Supplies for a period of two (2) with three (3) one-year renewal options in an amount not to exceed $800,000.00

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The City of Atlanta has an ongoing need to purchase various office supplies throughout the year to address day-today operational and office supply issues. The DOP has identified Office Depot as a source for Office Supplies and has identified National IPA Contract #618-000-11-1 with Office Depot as an appropriate governmental contract from which to cooperatively purchase the Office Supplies.

3. **If Applicable/Known:**

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Office Supplies

(b) **Source Selection:** Cooperative Purchase – National IPA- Contract #618-000-11-1

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract: two (2) years with three (3) one-year renewals**

4. **Fund Account Center (*Ex. Name and number*):** Various Accounts

5. **Source of Funds:**

6. **Fiscal Impact:** $800,000.00

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Patricia Lowe, Buyer

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate citywide contractual agreement number COA-0004 on behalf of the City of Atlanta with Office Depot in an amount not to exceed eight hundred thousand dollars and no cents ($800,000.00). All contract work shall be charged to and paid from previously appropriated fund account and center number: (Various Accounts).

Council Meeting Date:	**May 02, 2011**
Legislation Title:	**Resolution authorizing the Chief Procurement Officer to utilize the National IPA Contract #618-000-11-1 with Office Depot for the purchase of Office Supplies for two (2) years with three (3) one-year renewals on behalf of the City of Atlanta in an amount not to exceed eight hundred thousand dollars and no cents ($800,000.00). All contract work shall be charged to and paid from previously appropriated fund account and center number: (Various Accounts).**
Requesting Department:	**Department of Procurement**
Contract Type:	**N/A**
Source Selection:	**National IPA Contract #618-000-11-1**
Bids/Proposals Due:	**N/A**
Invitations Issued:	**N/A**
Number of Bids/ Proposals Received:	**N/A**
Bidders/Proponents:	**N/A**
Justification Statement:	**N/A**
Background:	**N/A**
Fund Account Centers:	**Various Accounts**

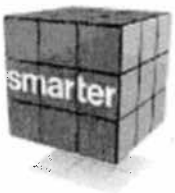
Source of Funds:	**N/A**
Fiscal Impact:	**N/A**
Term of Contract:	**N/A**
Method of Cost Recovery:	**N/A**
Approval: **DOF:** **DOL:**	
Prepared By:	**Patricia Lowe, Buyer**
Contact Number:	**404.330.6583**

SEARCH OUR AGREEMENTS:

Select Agreement

Go!

Office DEPOT



OFFIC
EDUC
CONS

Competitively
STATE OF FL

Contract Highlights:

- Contract Term: October 18, 2010 - October 17, 2
- Competitive pricing structure
- Aggressive paper pricing
- Targeted services and solutions
- Convenience, value, savings & selection
- Industry leading Green solutions

Visit www.nationalipa.officedepot.com

If your agency is new to Office Depot, please contact N
info@nationalipa.org or email Office Depot at nationali

For agencies that are existing Office Depot accounts, tl
Florida contract offered through National IPA will be se
logins and ordering information remain the same. Cor
representative for details.

National Intergovernmental Purchasing Alliance Company
1600 Westgate Circle, Suite 275, Brentwood, TN 37027
Toll-Free (866) 408-3077 | info@nationalipa.org

READY TO PURCHASE? CLICK HERE
CONTRACT HIGHLIGHTS
DOCUMENTATION
PRICING & ORDERING
NEED MORE INFO?
NEWS, EVENTS, ETC
GOING GREEN? We can help!

SEARCH OUR AGREEMENTS:
Select Agreement
Go!

Office DEPOT smarter

OFFICE AND EDUCATIONAL CONSUMABLES

Competitively Solicited and Awarded by:
STATE OF FLORIDA

Contract Highlights:

- Contract Term: October 18, 2010 - October 17, 2016
- Competitive pricing structure
- Aggressive paper pricing
- Targeted services and solutions
- Convenience, value, savings & selection
- Industry leading Green solutions

Visit www.nationalipa.officedepot.com

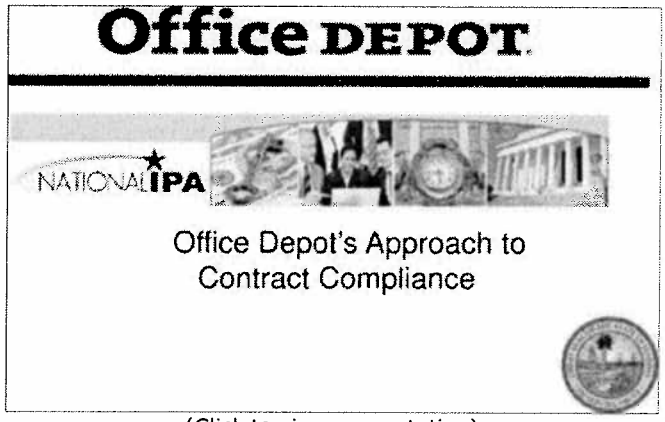
If your agency is new to Office Depot, please contact National IPA at info@nationalipa.org or email Office Depot at nationalipa@officedepot.com.

For agencies that are existing Office Depot accounts, the transition to the State of Florida contract offered through National IPA will be seamless. Account IDs, logins and ordering information remain the same. Contact your Office Depot representative for details.

Review of State of Florida Award for Office & Educational Consumables to Office Depot
Keith K. Glatz, CPPO, FCPM, FCPA
Purchasing & Contract Manager
City of Tamarac, FL

Contract Compliance

Pricing transparency, auditability and accuracy are critical to contract purchasing. Office Depot has launched a contract compliance program devoting significant resources to ensure that your contracts are properly managed. Please view the following presentation, Office Depot's Approach to Contract Compliance. If you have any questions please do not hesitate to contact your local Office Depot representative or a representative of National IPA.



(Click to view presentation)

National Intergovernmental Purchasing Alliance Company
1600 Westgate Circle, Suite 275, Brentwood, TN 37027
Toll-Free (866) 408-3077 | info@nationalipa.org

CONTRACT BETWEEN

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

AND

OFFICE DEPOT

CONTRACT 618-000-11-1

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Office Depot (Contractor).

Whereas, the Contractor replied to the Division's Invitation to Negotiate (ITN), No.: 618-001-10-1 – Office and Educational Consumables and

Whereas, the Division negotiated and accepted the best terms and conditions for Office and Educational Consumables pursuant to Section 287.057(1) (c).

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT

Office and Educational Consumables.

2.0 SUMMARY OF THE CONTRACTUAL SERVICES (SCOPE OF WORK)

The scope of products for this Office and Educational Consumables contract are described in section 1.2 of the ITN document and are summarized in the table below. The Product Categories listed below refers to categories covered under this agreement.

Product Categories in Scope
▪ Consumables ▪ Breakroom & Cleaning Supplies ▪ Folders, Binders & Accessories ▪ Paper – Other ▪ Paper - 20# White (Recycled and Virgin) ▪ Toner HP ▪ Toner Non HP ▪ Toner Remanufactured ▪ IT Peripherals ▪ Equipment

3.0 DELIVERABLES

The ITN identifies all the performance requirements and expectations to be satisfied by the contractor throughout the term of the contract. However, included below are the primary deliverables related to the scope of work above. Also included below are the required minimum level of service and criteria for evaluating successful completion of each deliverable. The Contractor will provide the following Deliverables:

3.1 Monthly Service Level Agreement Metrics and Reports:

A. **Delivery Timing** – The Contractor shall maintain an on-time delivery rate of 95% or greater. On-time delivery will be defined as delivery of order within two (2) business days of placement of order. This SLA supersedes Section 4.11 Transportation and Delivery of the General Conditions. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the on-time delivery rate. Specifically, the report shall include the number of orders delivered complete within the 2 business day requirement divided by total number of orders delivered.

B. **Order Accuracy** - The Contractor shall maintain an order accuracy rate of 98% or greater. Order accuracy rate is defined as the number of items delivered as ordered divided by the total number of items ordered. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the order accuracy rate. Specifically, the report shall include the number of orders with order accuracy rate of more than 98% divided by total number of orders.

C. **Order Completeness / Fill** - The Contractor shall maintain an order fill rate of 95% or greater. Order fill rate is defined as a number of items on an order filled completely as ordered divided by to the total number of lines on an order. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the order fill rate. Specifically, the report shall include Number of orders with order fill rate of more than 95% divided by total number of orders.

D. **Price Accuracy** - The Contractor shall maintain a price accuracy rate of 99.5% or greater. Price accuracy is defined as the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category). The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits on this contract. The Contractor shall contract with a third party firm (to be approved by the Department) to conduct a monthly random sampling (a minimum of 570 items per month) of contract items to confirm the accuracy of list price, discount % and net price. Specifically, the third party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third party firm shall provide a monthly report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the monthly report shall identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the Contractor's on-line catalog of all items in the random sample that were not in compliance with the contract terms.

E. **Backorder Fill** – The contractor will ship backorders within five (5) calendar days of original order, unless special circumstances apply. The contractor will submit to the Department at the customer or the Departments request a report in Microsoft Excel that details the item name and product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement).

3.2 Quarterly Sales Report Data:

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment G – Quarterly Reporting Form.

The following summary data must be reported to the Contract Manager on a quarterly basis:

- Total purchases on the contract for the quarter
- Total purchases on the contract for the quarter by Eligible User
- Total purchases for the quarter made using the State's Purchasing Card
- Total Certified Vendor (including Minority, Women, and Service-Disabled Veteran) purchases for the quarter by Eligible User.

The following detailed data must be reported to the Contract Manager on a quarterly basis in Excel spreadsheet format:

- Eligible User (Customer) Entity Name
- Product Category
- Item Description
- Manufacturer Name
- Manufacturer Part Number
- UPC
- Unit of Measure
- Quantity Shipped
- Date Shipped
- List Price
- Invoice Price
- Core Item Flag (indicates if item is on Core Items list)
- P-Card Flag (indicates if transaction was paid for using a P-Card).
- Flag Purchases made within the stores (if applicable)

3.3 Annual Service Level Agreement Metrics and Reports:

A. **Price Accuracy** - The Contractor shall maintain a price accuracy rate of 99.5% or greater. Price accuracy is defined as the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category). The Contractor shall Contract with a third party firm (to be approved by the Department) to conduct an annual (on each anniversary of the contract effective date) sampling of Customer invoices (a minimum of 600 customer invoices for the 12 month period) to confirm accuracy of list prices and discount %, and that net prices of invoiced items are equal to or less than the contract terms. Specifically, the third party firm will confirm the price charged to the Customer is equal to or less than the contract terms during that time period. The third party firm shall provide an annual report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each year where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the annual report will include copies of the invoices in the random sample that were not in compliance with the contract terms.

4.0 SUMMARY OF PEANALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES

The Contractor is required to meet the performance standards as described in Section 3.0 above. Contractor is required to meet performance standards for Delivery Timing, Order Accuracy, Order Completeness/Fill and Price Accuracy on standard contract orders only, special/custom orders can be excluded from the calculations of these performance standards. Failure to meet the performance standards specified will result in the specified damages to the State as shown in the chart below. On the 15th of the month following the month being reported, the Contractor shall submit a report to the Contract Administrator containing the information required in Section 3.0 above. Performance Assurances, if applicable, will be paid via check or money order made out to the Department of Management Services in US Dollars within 30 days after report submission. These damages are assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

Item	**First Failure**	**Second Failure**	**Third Failure**	**Fourth Failure**	**Fifth Failure***	**Each Additional Failure**
Submit Report	$0	$500	$500	$1,000	$2,000	$3,000
Delivery Timing – less than 95% on time	$0	$0	$1,000	$1,000	$2,000	$3,000
Order Accuracy – less than 98% of items delivered are accurate	$0	$0	$1,000	$1,000	$2,000	$3,000
Order Completeness/ Fill – less than 95%	$0	$0	$1,000	$1,000	$2,000	$3,000
Price Accuracy – less than 99.5%	$0	$0	$2,000	$3,000	$4,000	$5,000

*Note: If respondent fails to meet the performance standards 5 or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

5.0 EFFECTIVE DATE

This Contract shall begin on October 18, 2010, or on the last date in which it is signed by all parties, whichever is later.

6.0 EXPIRATION DATE

This Contract shall expire three years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

7.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew the Contract for up to three (3) years as allowed by Section 287.057 (13)(a), Florida Statutes and pursuant to the provision of PUR 1000 Section 26.

8.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract. Any intellectual property developed as a result of this contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of the contract.

9.0 PREFERRED PRICE

The Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 5.14 Best Pricing Comparison of the ITN.

10.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

A. **ATTACHMENT I:**
Office and Educational Consumables ITN No.: 618-001-10-1, as amended.

B. **ATTACHMENT II:**
Contractor's Response to the ITN.

C. **ATTACHMENT III:**
Contractor's Best and Final Offer Pricing.

11.0 CONTRACT MANAGEMENT

A. **Contract Manager**

The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Mark Hernandez
Division of State Purchasing
Department of Management Services
4050 Esplanade Way
Tallahassee, FL 32399-0950
Telephone: (850) 414-6741
Fax: (850) 414-6122
E-mail: mark.hernandez@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. **Contractor's Representative**

Morrie Norwood
Office Depot
4300-1 Tennessee Street
Tallahassee, FL 32034 [city, state, zip]
Telephone: 850-575-0255
Fax: 850-575-1581
E-mail: morrie.norwood@officedepot.com

State of Florida
Department of Management Services

By: Linda H. South

10/15/10
Date

Approved as to form and legality
by the Department General Counsel's Office

Christine N. Senne
by Christine N Senne

09/24/2010
Date

Contractor:

Signature

Jim Pollman
Print Name

10/13/10
Date

Office Approval
Reviewed
by JLT
Initials

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE **ATTN: Chief of Staff**

Dept.'s Legislative Liaison: **Patricia Lowe**

Contact Number: **(404) 330-6583**

Originating Department: **Department of Procurement**

Committee(s) of Purview:

Chief of Staff Deadline: **April 08, 2011**

Anticipated Committee Meeting Date(s): **April 26-27, 2011**

Anticipated Full Council Date: **May 02, 2011**

Legislative Counsel's Signature:

Chief Information Officer:

Commissioner Signature:

Chief Procurement Officer Signature:

CAPTION
Mayor's Staff Only

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0004 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING NATIONAL IPA CONTRACT #618-000-11-1 WITH OFFICE DEPOT FOR OFFICE SUPPLIES FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS AND NO CENTS ($800,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER: (VARIOUS ACCOUNTS).

Received by CPO: _____ (date)

Received by LC from CPO: _____ (date)

Received by Mayor's Office: _____ (date) 4/8/11

Reviewed by: _____ (date)

Submitted to Council: _____ (date)

293887-1

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Yolanda Adrean,
Chair, Finance Executive Committee

FROM: Adam L. Smith

RE: National IPA Contract #618-000-11-1

DATE: April 7, 2011

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.