



City of Tamarac

Purchasing Division

**AGREEMENT AMENDMENT #2 TO OMNIA PARTNERS CITY OF TAMARAC
CONTRACT #19-12R
BETWEEN THE CITY OF TAMARAC
AND
ODP BUSINESS SOLUTIONS, LLC**

The City of Tamarac, a municipal corporation, with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321 (CITY), and ODP Business Solutions, LLC, a Delaware Limited Liability Company duly registered as a Florida Foreign Limited Liability Corporation, with principal offices located at 6600 North Military Trail, Boca Raton, Florida 33496-2434 ("ODP") agree to amend the original Agreement dated October 14, 2019 as amended April 12, 2022 to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative and nationwide through OMNIA Partners, Public Sector ("Omnia Partners").

1. Pursuant to the terms of Section 4, "Contract Term and Renewal" of the original Agreement dated October 14, 2019, between the City and ODP and in recognition of satisfactory performance under the current term of the Agreement, the CITY hereby exercises its rights to exercise the renewal option of the Agreement for the term October 14, 2023 through October 13, 2027, and ODP agrees to such renewal.

* * *

2. As required by Florida Statute, ODP reaffirms compliance with Section 13 "Scrutinized Companies F.S. 287.135 and 215.473" of the original Agreement:

"13. Scrutinized Companies F.S. 287.135 and 215.473

By execution of this Agreement Amendment, ODP certifies that ODP is not participating in a boycott of Israel. ODP further certifies that ODP is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has ODP been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. ODP must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the ODP of the City's determination concerning the false certification. The ODP shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the ODP shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the ODP does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract



City of Tamarac

Purchasing Division

and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time."

* * *

3. As required by Florida Statute 448.095, ODP reaffirms compliance with Section 25 "E-Verify" of the Agreement dated October 14, 2019, as amended April 12, 2022:

"25. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., ODP and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. ODP shall require each of its subcontractors to provide ODP with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ODP shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, ODP, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but ODP otherwise complied, shall promptly notify ODP and ODP shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ODP acknowledges that upon termination of this Agreement by the City for a violation of this section by ODP, ODP may not be awarded a public contract for at least one (1) year. ODP further acknowledges that ODP is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. ODP or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. ODP shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section."

* * *

All other provisions of the original agreement remain in effect as written.




City of Tamarac

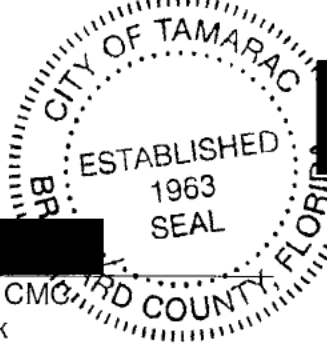
Purchasing Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its City Manager, and ODP BUSINESS SOLUTIONS, LLC, signing by and through its Vice President, duly authorized to execute same.

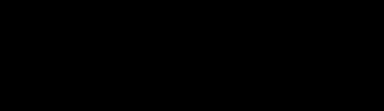
ATTEST:


Kimberly Dillon, CMC
Acting City Clerk

06/20/2023
Date



CITY OF TAMARAC

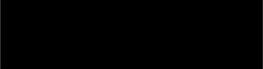


Mehmet Sucuoglu, City Manager

6/16/23

Date

Approved as to form and legal sufficiency:



Hans Ottinot, City Attorney

6/9/23

Date

ATTEST:

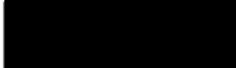
(Corporate Secretary)

Corporate Secy.

(CORPORATE SEAL)

ODP Business Solutions, LLC

Company Name



Signature



Valya Broyer, Vice President

6/2/2023

Date





City of Tamarac

Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA :
 COUNTY OF LOS ANGELES :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared VALIA BROYER, Vice President of ODP Business Solutions, LLC., a Delaware Limited Liability Company duly registered as a Florida Foreign Limited Liability Company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

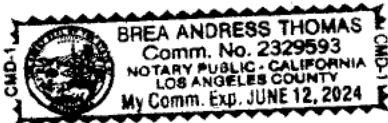
WITNESS my hand and official seal this 5 day of JUNE, 2023.



Signature of Notary Public
 State of CALIFORNIA

BREA THOMAS, NOTARY

Print, Type or Stamp
 Name of Notary Public



☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.



ODP BUSINESS SOLUTIONS, LLC

ASSISTANT SECRETARY'S CERTIFICATE


The undersigned, Alicia Trinley, hereby certifies that she is the Assistant Secretary of ODP Business Solutions, LLC, a limited liability company formed under the Delaware Limited Liability Company Act (the "LLC"), and that, as such, she is authorized to execute this Certificate on behalf of the LLC, and further certifies that:

1. The LLC is a limited liability company duly formed and in good standing under the laws of the State of Delaware; and

2. Valya Broyer serves as Vice President, Public Sector, and as such, she is authorized to execute and deliver bids, contracts, forms, and any amendments thereto, and in connection therewith, for the sale of office products and services on behalf of the LLC.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 14th day of April, 2023.

ODP BUSINESS SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Alicia Trinley
Assistant Secretary