Region 4 Education Service Center (ESC)

Contract # R190303

for

Office Supplies, Related Products and Services

with

Office Depot, Inc.

Effective: June 1, 2019 revised to be effective July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Office Depot, Inc., effective June1, 2019 revised to be effective July 1, 2019:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference
III. Memo incorporating Office Depot effective date of June 1, 2019 revised to be effective July 1, 2019

DocuSign Envelope ID: F8A71AB8-626F-480A-9F92-98915AFFD9B8

Request for Contract Update

Pursuant to the terms of contract number R190303 and R190502for Office Supplies, Related Products & Services and Educational Supplies. Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Office Depot, Inc. hereby provides notice of the following update on
(Contractor)

this date May 10, 2019.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☒ **Other** Contract Start Notification
__X__Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Office Depot wishes to begin both of the recently awarded contracts; Office R190303 & Educational Supplies R190502 on the same day to provide the most consistent customer experience. We are opting to align with the Educational supplies contract begin date of July 1, 2019. Request letter is attached.

Submitted By: Susan Cummings

Title: Vice President, Public Sector

Email Address: susan.cummings@officedepot.com

☐ **Approved by Email:** **Date** 5/22/2019

☐ **Denied by Email:** **Date**_____

Region 4 E DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: F8A71AB8-626F-480A-9F92-98915AFFD9B8

May 10, 2019

Robert Zinglemann,
Chief Financial Officer Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

RE: Office Supplies, Related Products & Services Contract R190303
Educational School Supplies Contract R190502

Dear Mr. Zinglemann:

Office Depot is honored to have been recently awarded the contracts for Office Supplies R190303, effective June 1, 2019 and Educational School Supplies R190502 effective July 1, 2019. We look forward to once again partnering with Region 4 to bring this world class contract to our valued customers.

So that we can provide a consistent contract transition solution to all our agencies, Office Depot is electing to delay the start of the Office contract to align with the effective date of the School contract, July 1, 2019.

Please let us know if you need any additional details or clarification as it pertains to our plan to shift the start of the new contract R190303 to July 1, 2019 and end the current contract R141703 on June 30, 2019.

Sincerely,

Susan Cummings
Vice President, Public Sector

cc: Christine Dorantes, OMNIA Partners Public Sector

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Office Depot, Inc
Address	6600 North Military Trail
City/State/Zip	Boca Raton, FL 33496
Telephone No.	561-438-4800
Email Address	Susan.Cummings@OfficeDepot.com
Printed Name	Susan Cummings
Title	Vice President, Public Sector
Authorized Signature	

Accepted by Region 4 ESC:

Contract No. R190303

Initial Contract Term June 1, 2019 to May 31, 2024

Faye B. Bryant — 4/23/19

Region 4 ESC Authorized Board Member — Date

Faye B. Bryant

Print Name

Carmen T. Moreno — 4/23/19

Region 4 ESC Authorized Board Member — Date

Carmen T. Moreno

Print Name

APPENDIX A

This Contract ("Contract") is made as of June 1, 2019 by and between Office Depot, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing one hundred eighty days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

    i. This Contract
    ii. Offeror's Best and Final Offer
    iii. Offeror's proposal

iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of

concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

   The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and

conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot may institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoice are due thirty (30) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payment to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

    In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: https://ustr.gov, or other indices, U.S. domestic mirco-economic

fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. 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 Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to:

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty (30) days' notice of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc**. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer

iii. Offeror's proposal
iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. 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 Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model~~ and if the discount is the same or greater than the discontinued model~~.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.~~ Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

✖ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

Appendix A exceptions from OFFICE DEPOT with response from Region 4 ESC and OMNIA Partners (4/26/19)

1. 19-03Proposal – Term of Agreement

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

Answer: Return original language of 365 days. Ninety days is not enough time to resolicit a new RFP.

Office Depot understands that 90 day is inadequate time and is counter-proposing six (6) month notice to Region 4 ESC.]

Counter Response: OK with "one hundred eighty 180 days' notice to Region 4 ESC."

2.0 19-03Proposal- Adding Authorized Distributors

authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Answer: Alternate language:

Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

3. 19-03 Termination of Contract

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

Answer: OK.

4. 19-03 Standard Cancellation

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Answer: Return to original language.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Office Depot requires mutual termination rights. Insert additional language: Office Depot may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect six months after the other party receives the notice of cancellation.

Counter Response: Region 4's requirement has changed since last agreement and all standard cancellation is a Region 4 sole option.

2nd Counter Response: Confirm the revision to the Standard Cancellation language:

Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order. **- Accepted**

5. 19-03 Delivery

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Answer: Ok with language, however, request to change "Office Depot shall" to "Office Depot may". Office Depot has elected to offering other delivery methods

Counter Response: Need acknowledgement on 5. 19-03 14) Delivery

2nd Counter Response #5 Delivery is acknowledged. **– Thank you**

6. 19-03 Inspection & Acceptance

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

Answer: OK.

7. 19-03 Payment

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Answer: Ok with language at "thirty (30) days from the date of invoice.", not "twenty (20) days from the date of invoice." Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

8. 19-03 Price Adjustments

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Answer: Return to original language with alternative language paragraph (in red):

Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4

ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: https://ustr.gov, **or other indices, U.S. domestic mirco-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc.** *Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.*

Office Depot accepts alternate language with inserted additional language, as shown in blue.

Counter Response: Agreed to alternative language.

9. ***19-17 Audit Rights***

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. 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 Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

Answer: OK.

10. *19-03 Discontinued Products*

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model~~.

Answer: Return to original language. Prefer to keep discount percentage.

Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Office Depot accepts alternate language. ***Counter Response: Acknowledged.***

11. *19-03 New Products/Services*

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

Answer: Return to original language. Prefer to keep discount percentage.

New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause. Office Depot accepts alternate language.

Counter Response: Acknowledged.

12.19-03 Warranty

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

Answer: OK

13. 19-03 Certificate of Insurance:

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

Answer: OK.

14. Revision to Alternative to Rebates Agreement, attached. Office Depot accepts alternate language and is attached. ***Counter Response: Acknowledged.***

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

ALTERNATIVE TO REBATE ~~THE COOPERATIVE PURCHASING NETWORK PIGGYBACK~~ CONTRACT

BETWEEN
<PARTICIPATING AGENCY>
AND
OFFICE DEPOT, INC.

This Alternative to Rebate ~~Piggyback~~ Contract ("**Contract**") ~~of~~ is made and entered into this <DATE> ("**Effective Date**"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

W I T N E S S E T H:

WHEREAS, on_____, 2019, and effective as of_____, 2019, Region 4 Education Service Center ~~The Cooperative Purchasing Network~~ ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Agreement ~~Contract~~ No._____for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), ~~which permits government entities~~ to purchase goods and services ("Product") in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement) may purchase Product at prices stated in the Master Agreement ~~Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement~~; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT.**
The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. **CREDIT TERMS.**
Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down

SAMPLE

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3)business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. TERMINATION FOR CONVENIENCE.
Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. ALTERNATIVE TO REBATES.
As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of $200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than $200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.	**<PARTICIPATING AGENCY>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Office Depot accepts alternate language.

SAMPLE

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

Answer: 2.c.viii.Page 14 - Region 4 to acknowledge 2.cviii/Page 14

Answer: 1.2 Last paragraph/Page16 - OMNIA – Cannot agree to exception/proposed modification to 1.2 Last paragraph/Page 16 Office Depot response. [redacted] *Office Depot accepts alternate language and has updated the administrative agreement to align.*

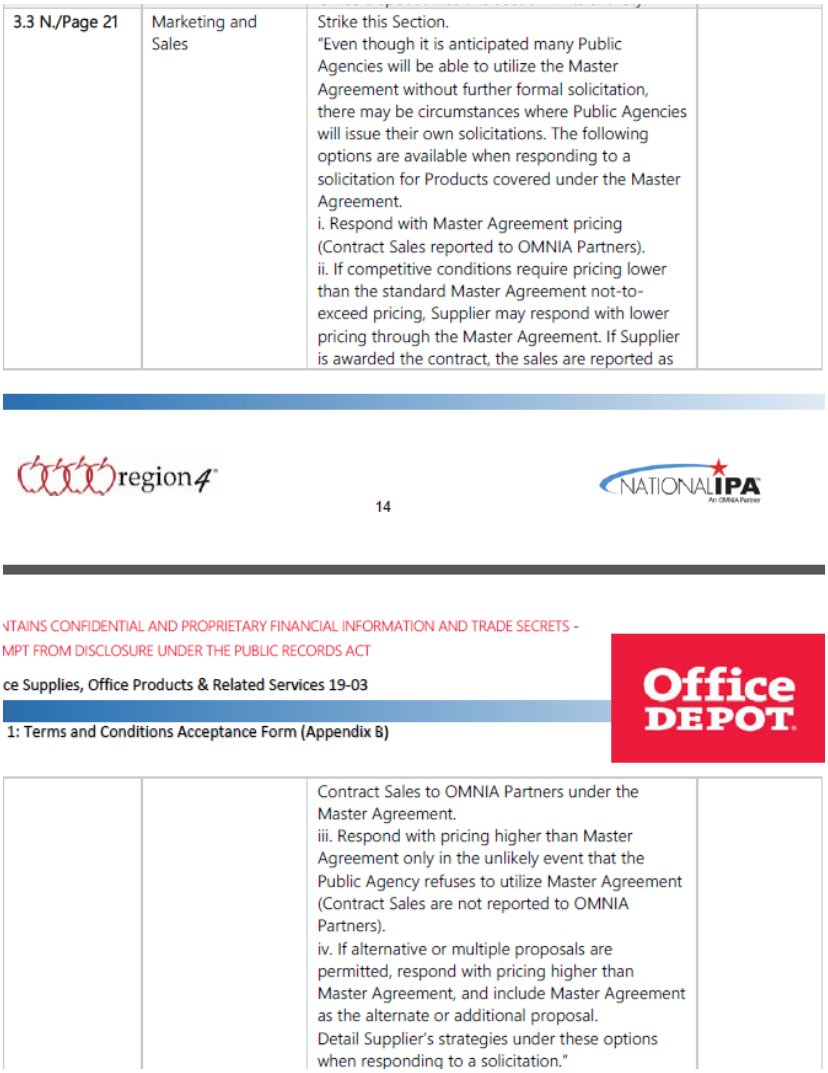
Counter Response: OMNIA Partners cannot agree to the alternate language and update located within the administrative agreement edited 4.22.19. OMNIA Partners will agree to keeping the [redacted] ***Fee.***

2nd Counter Response: Region 4 has agreed to default back to the Standard Cancellation that includes mutually terminated language (see revise language below), as long, as it is agreed that "All contract sales are at [redacted] OMNIA Partners has provided the redline (for review) and the PDF Admin Agreement_edits_final for signature. **- Accepted**

Answer: 2.1/Page 18 to 3.3M/Page 21 – OK by OMNIA Partners, National IPA

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	

Answer: 3.3 N./Page 21 Marketing and Sales – OMNIA Partners is seeking clarification from Office Depot on 3.3 N/Page 21. Based on the "Strike this Section" response, please explain your plan to utilize this contract.



3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

region4

14

NATIONALIPA

NTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS -
MPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

ce Supplies, Office Products & Related Services 19-03

1: Terms and Conditions Acceptance Form (Appendix B)

Office DEPOT

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	

Office Depot is eager to expand the current customer base and will continue to actively promote the contract to public agencies. Additionally, we will promote the solutions available within the contract to increase the engagement of those using the Region 4 ESC contract today as we believe it provides compelling values and reduces agency administrative costs.

Office Depot will evaluate each Public Agency solicitation and respond with the appropriate response which could be another OMNIA cooperative program or a direct proposal not involving OMNIA based on the structure of the solicitation.

Agencies submitting their own solicitation, and such solicitation defines that a cooperative and/or alternative responses may be proposed and the Region 4 ESC agreement is applicable, Office Depot will provide the Region 4 ESC contract as a viable alternative to agencies own agreement. In such instances

whereby an agency accepts/agrees to utilize the Region 4 ESC contract, that contract will be established as the contract of record, and be administered within the contractual requirements of the Region 4 ESC/OMNIA Partners, Public Sector contract.

When an agency is currently utilizing the Region 4 ESC contract and issues a solicitation that aligns with the terms and conditions of their current Region 4 ESC agreement, Office Depot shall elect to respond using the terms and conditions of the current R4ESC contract.

Agencies requesting a specific program will receive an offer for that program and upon any subsequent award would implement and manage the contract directly with the respective agency, without further reporting to OMNIA Partner, Public Sector.

Counter Response: Acknowledged.

Answer: Appendix A Draft Contract #25/Page 5 -Acknowledged.

Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

Office DEPOT

Solicitation 19-03

REQUEST FOR PROPOSAL
OFFICE SUPPLIES,
RELATED PRODUCTS
& SERVICES

Proposal





NATIONALIPA™ An OMNIA Partner

region 4®

OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Office Depot Proposal

Region 4 ESC
Solicitation 19-03 for
Office Supplies, Related Products & Services
was printed in our

Texas Regional Print Facility
2230 North Highway 360
Grand Prairie, TX 75050

Our dedicated team of Texas-based print professionals is proud to prepare this proposal to Region 4 ESC's Evaluation Team for review.

January 22, 2019

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

Dear Region 4 ESC Review Committee:

We appreciate the opportunity to present you with our comprehensive proposal to Solicitation 19-03 for Office Supplies. Our team has prepared a complete package that will demonstrate our capabilities to provide Office Supplies to Region 4 ESC & participating public agencies with unparalleled service, expertise, and unprecedented value and savings.

Our team believes our RFP response demonstrates our passion for your business, our enthusiasm to understand and exceed your expectations, and our desire to present a sustainable offer that will allow for the success and growth of all parties. New contract innovations include:

- Innovation pricing strategies to align with the shift in public procurement trends
- Customizable Core list capabilities for meaningful added values
- Enhanced Rebate Incentives

For more than 30 years Office Depot has been committed to our customers by providing best-in-class products and services. Our collective team is dedicated and aligned to the success of Region 4 ESC and all the agencies associated with this contract. We have enjoyed working alongside Region 4 ESC and its cooperative partners since 1997 with various contracts, including Office & School Supplies, Janitorial Supplies, Managed Print. We do not take this relationship for granted and truly appreciate the opportunity to serve Region 4 ESC.

The entire Office Depot team would be honored to earn an award of Solicitation 19-03. Should you have any questions or concerns, please feel free to reach out directly to either me or Valya Broyer, our National Director of Strategic Partnerships.

Sincerely,

Susan Cummings
Vice President, Public Sector Strategy
Office Depot, Inc.



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Tab One:

Draft Contract and Offer and Contract Signature Form (Appendix A)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc**. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer

iii. Offeror's proposal
iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment shall ~~can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC~~Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall~~may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding $50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference.. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC r is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases ~~must be supported by manufacturer documentation, or a formal cost justification letter~~ will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. 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 Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model~~ and if the discount is the same or greater than the discontinued model~~.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract.~~ Pricing shall be equivalent to the percentage discount for other products~~. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount~~, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty~~ten~~ (~~1~~30) days' notice ~~prior to~~of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Office Depot, Inc
Address	6600 North Military Trail
City/State/Zip	Boca Raton, FL 33496
Telephone No.	561-438-4800
Email Address	Susan.Cummings@OfficeDepot.com
Printed Name	Susan Cummings
Title	Vice President, Public Sector
Authorized Signature	

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

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Tab One:

Terms and Conditions Acceptance Form (Appendix B)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*)
NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	

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Tab Two:

Products/Pricing
National Market Basket (Appendix E)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03

Office DEPOT®



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 2: Products & Pricing

Scope of Products and Services

It is the intention of Region 4 ESC to establish a contract with Offeror(s) for office supplies, related products and services. Offerors are encouraged to propose their complete catalog, products and services including but not limited to the following categories:

- Office Supplies: General office supplies shall include but not limited to office consumables, paper, toner, IT peripherals and office equipment

Office Depot holds a current contract with Region 4 ESC for office supplies, R141703. With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

- School Supplies: General educational supplies shall include but not limited to educational consumables, paper, toner, IT peripherals and school equipment
    - School supply consumables

Office Depot holds a current contract with Region 4 ESC for school supplies, R141605. Office Depot has partnered with leading educational suppliers such as:

- Binney & Smith
- Carson Dellosa
- Creative Teaching
- Evan-Moor
- Pacon
- Scholar Craft
- Scholastic
- Sax Art

These partnerships will allow our customers to have access, through Office Depot's online ordering system, to over 6,000 instructional materials and classroom products, including:

- Arts and crafts supplies
- Teacher resources
- Classroom decorations
- Puzzles, games, and flash cards
- Boards and school equipment
- Professional development products
- Classroom supplies
- Instructional materials

Office Depot also offers comfortable, quality furniture and products that help simplify difficult tasks, improve organization, and contribute directly to an improved learning environment. Additionally, we carry a wide range of fundraising and school-branded merchandise to help build school spirit and generate revenue.

- Paper

Office Depot has developed strong relationships with many mills. We are the largest paper supplier in the office supplies channel in North America. Because of the volume we buy, we can greatly influence the mills on the specs. If needed, we can create a new SKU that we do not currently offer to meet the purchasing needs of our Schools.

Office Depot has aligned ourselves with the largest copy paper supplier in North America to best support our customers and distribution centers. This partner is Domtar, who has been Office Depot's vendors of choice for years. By funneling as much business as possible through this resource, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 Participating Agencies.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 Participating Agencies the most advantageous cost in the bid process. Our strategic relationship and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 Participating Agencies. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper,

Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that are designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

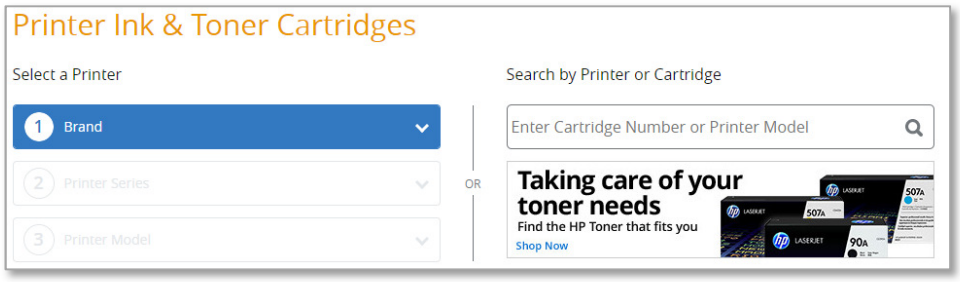
Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

- Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and manufacturer's part number.



Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

- Toner New! Doctor Blade – Refurbished or New (Primary)
- Drum New! Charge Roller Refurbished or New
- Wiper Blade New! 100% of Cartridges Post Construction Tested!

Guaranteed Performance: Office Depot ink, toner, and fax supplies carry a 100% Satisfaction Guarantee. In addition, using an Office Depot brand supply will not void the printer warranty. Office Depot will cover any printer expense as a result of a faulty cartridge.

Savings: We produce most Office Depot ink and toner cartridges with the empty cartridges we collect through our recycling program.

Along with OEM toner and ink cartridges, Office Depot's private brand cartridges represent national brand quality offered at a substantial discount in price to the consumer. All Office Depot private brand products are backed with a 100% satisfaction guaranteed policy. In fact, quite often the Original Manufacturer is actually the source for many of our private brand products. On Office Depot's BSD web site, remanufactured cartridges are clearly identified with the words "remanufactured cartridge" and yields are indicated in the electronic catalog.

We also can provide free collection boxes with pre-paid shipping labels for inkjet or laser returns. Once the box is full, return it at no cost – the postage is paid.

- IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services and Solutions. We can accommodate a nationwide demand for product/services and fulfill obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets



Office Depot holds a current contract with Region 4 ESC for technology, R160204. Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).



The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.

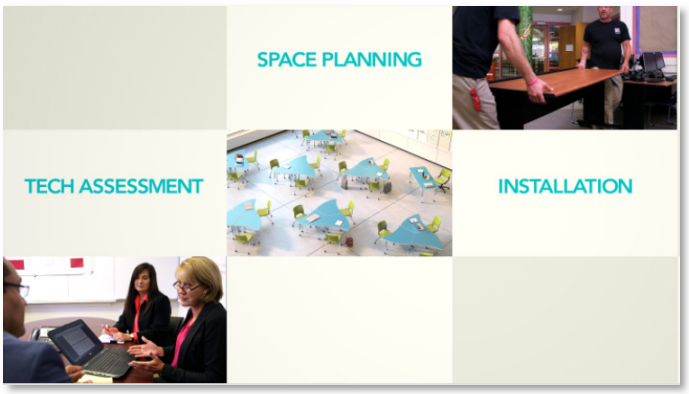


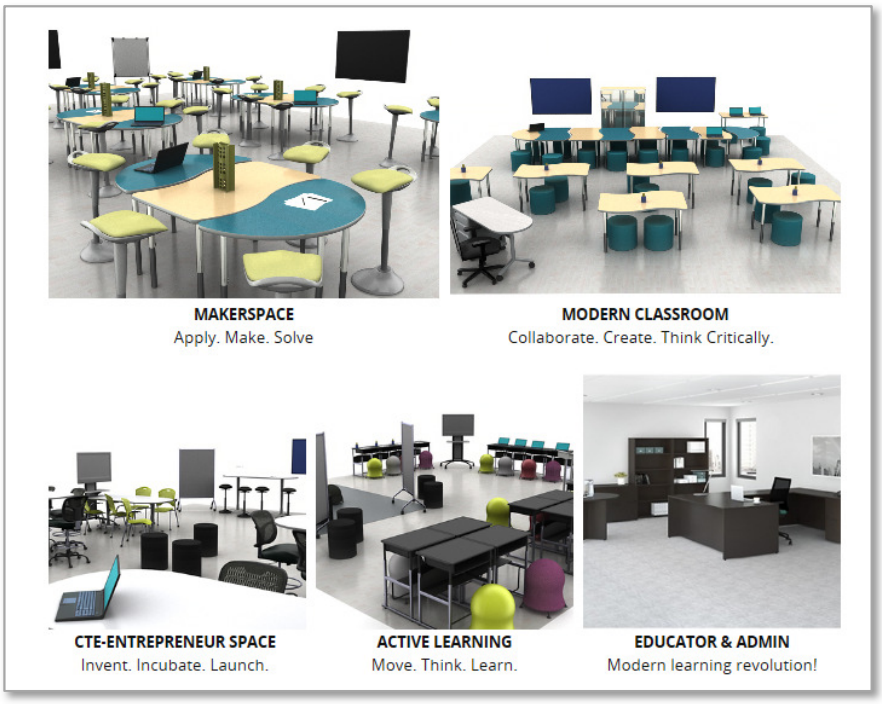
Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

- School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned to instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.





- Copy and Print Services: Provide copy and print services with the ability to ship materials

Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404, which provides for a comprehensive end to end solution for all printing services that Office Depot can provide, to include Copy & Print, Promotional Materials and more. Included are the details of this contract offer.

The following is an overview of the Copy and Print services we will provide to our Region 4 ESC participating and eligible agencies:

Solution Overview

- High-quality, low-cost document services
  - Everyday low prices on digital copying and printing
  - Additional high-volume discount pricing
  - Leverage print spend to increase the Region 4 ESC rebate
  - Forms management
  - Digital document archiving
  - Sales collateral, including flyers, brochures, handouts, and other items
  - Specialty printing

- State-of-the-art marketing services
  - Stationery programs: business cards, letterhead, and envelopes
  - Promotional products like apparel, branded give-aways, and mugs
  - Business identity programs, including name plates, badges, and memo pads
  - Stamps and daters
  - Signs, posters, and banners
  - Direct mail and marketing services

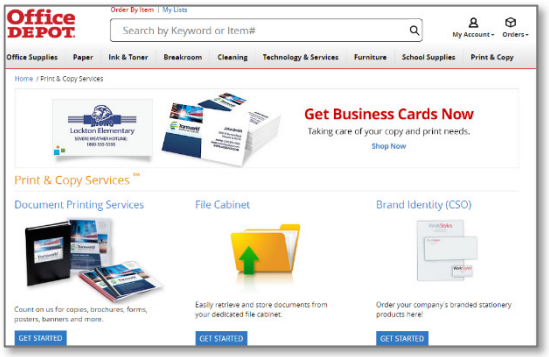


- Free consultative services for Region 4 ESC participants
  - Dedicated print support
  - Total cost of ownership print spend analysis
  - Print shop partnership services: revenue stream generation and outsourcing services
  - Copier fleet analysis, with an emphasis on reduction opportunities

Document Services

Our web-based Online Print Center is an innovative print ordering service that helps public agencies and non-profits meet everyday printing needs, as well as time-sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,400 Office Depot or OfficeMax retail locations or customers can opt to save time and mailing cost by having their orders shipped to their preferred destination. Public agencies can place orders online 24/7 from any computer with an internet connection, and upload files to http://business.officedepot.com. The Online Print Center requires no initial setup to access an array of digital options that includes:

- Black & white or full-color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- A selection of document sizes from letter size to large format banners and posters
- Multiple binding options: Spiral, Perfect, Comb, Tape, Saddle Stitch
- Laminating, folding, stapling, Padding, Binder insertion, CD burning, and more



"My Files" Digital Document Archiving

Public sector agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service that is provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Black & white or full color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- Secure online storage
- Store/Add/Delete/Update and manage files easily online
- Pre-determined users can Access remotely and collaborate from multiple locations
- Easily retrieve documents for reprint
- Preview and access your files securely 24/7
- Files are backed-up automatically
- No need to worry about file size limitations
- Decentralize your print procurement process



Retail Locations

Office Depot has a national network of 1,300 digitally connected retail Copy & Print Centers that can assist our public sector customers on an as-needed basis. They provide:

- Walk-in convenience for copying and project consultation
- Ad hoc and emergency support for even the most unexpected situations
- Locked-in ultra-competitive rates: The Region 4 ESC price list is one of the lowest in the marketplace and valid at all retail locations
- Participating Agencies can do smaller, quick print projects at the new self-serve pay by card printers in our more than 1,300 retail stores in the USA without involving a store associate or waiting in line at the print counter



Regional Print Facilities

Office Depot has six regional print facilities strategically located across the U.S. These closed-door facilities include some the most advanced technology Xerox offers today. Through these six fully networked facilities, job sharing efficiencies can be maximized for high-volume, fast turn and distribution projects.

Pricing Overview

As one of Xerox's largest customers, Office Depot leverages our document costs to offer Region 4 ESC Agencies a greater savings than their internal copier fleets in most cases.

Digital print pricing is a set price regardless of quantity ordered, highlights include:

Black and White Copies	$0.024 per impression
Color Copies	$0.23 per impression
Finishing Services	Additional discounts applied

We are including a copy of the current Office Depot Region 4 ESC digital print pricing in the pricing section that is being provided on our included Flash Drive. Pricing is subject to update/change based on current market conditions, such as the cost of paper, ink, toner, equipment lease fees, etc. All price update notifications are submitted to Region 4 prior to implementation.

High-Volume Project Discounts

For single larger-volume orders, Office Depot offers Region 4 ESC Participating Agencies tiered discounts to take advantage of the lower cost per unit these larger jobs offer.*

Black and White Impressions: Volume discounts

1-250K Impressions	251K-600K Impressions	651K-1M Impressions	1M – 1.5M Impressions	1.5M + Impressions
$ 0.022	$ 0.020	$ 0.018	$ 0.0143	Will be quoted

Color Impressions: Volume discounts

1-10K Impressions	11K-50K Impressions	50K-75K Impressions	75K + Impressions
$ 0.21	$ 0.20	$ 0.18	Will be quoted

*To obtain the Volume Discount Pricing shown above, your Office Depot representative must be contacted for assistance to assure appropriate pricing is applied at the time of the purchase.

Program Incentive Rebates

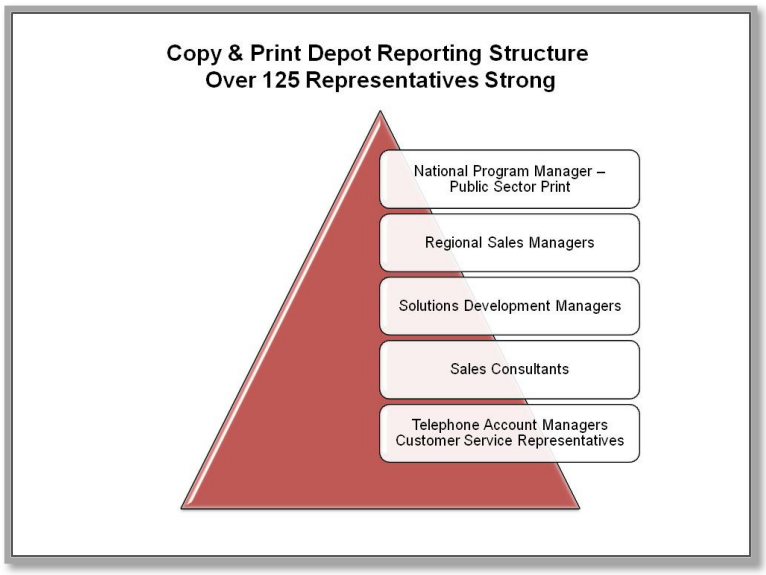
Copy and Print Depot spends count toward the overall annual Region 4 ESC rebate. Customers who spend $200,000 in the Copy & Print category during the rebate period may also earn the category rebate of 5%. Full rebate details are outlined further in this section.

Adjacency	Achievement $	Rebate %
Copy & Print	$200,000+ Annually	5% of Category Spend

Consultative Services

Dedicated Print Support

Office Depot has a team of over 3,000 in-house Xerox-certified print specialists to support public agencies' specific print initiatives. With dedicated national public sector program managers, agencies can be assured that Office Depot understands their specific needs.





Print Spend Analysis

The Office Depot Copy & Print team provides a free Total Cost of Ownership analysis to give agencies a comprehensive view of the true cost of their printed materials. Participating public agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot print services and leverage copier fleet expenditures, create internal revenue streams, and more.

B/W Copies - PRINT SHOP ANALYSIS				
Item	Lease cost / monthly	Annualized Lease cost	Annual click volume	Cost per click
Equipment Cost	$ 20,813.00	$ 249,756.00	7,400,939	$0.0337
Click Charge	$ 0.0039			$0.0039
Paper Cost (per case)	$ 25.00	$ 3,700.47		$0.0005
Maint. Contract	$ 6,962.00	$ 83,544.00		$0.0113
Subtotal				$0.0494
		Salary	%	
Waste			0%	$0.0000
Labor*	2 FTE @ $15/hr	$62,400		$0.0084
Distribution Costs				*$0.0000*
Real Estate Charges				*$0.0000*
Utilities				*$0.0000*

- **Financial impact study:** Office Depot will show the effects of a Copy & Print program on your rebate dollars and bottom line.
- **Comprehensive implementation:** our detailed list will identify all tasks required to enable a successful launch and smooth transition.
- **Flexible configuration:** Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

Print Shop Supplementation

The Office Depot Copy & Print team specializes in introducing products and services that enhance the capabilities of public agencies. We pay for the high-cost technology, software, and labor, and our customers gain access to state of the art solutions from simple black-and-white copies to oversized signs and banners.

- **Enhanced product line up**: agencies can take advantage of new and exciting products and services without the capital investment.
- **Free shipping:** For digital printing and finishing services orders over $50.00
- **A ready partner for agencies' peak seasons:** Office Depot has the capacity when agencies need us the most.

Additional Solutions

MWBE Spends: Office Depot has multiple minority vendor partners across the United States to help you meet your diversity spend requirements.

Specialized printing: Customers can use Office Depot's nationwide print vendor network to handle their large specialized projects to save budget dollars and ease product distribution.

Green Solutions for Copy and Print

As a company, we're proud to be an industry leader in helping participating and eligible agencies meet their green initiatives. Like our office supply offering, Office Depot's Copy and Print Solution offers the following green benefits:

- Office Depot currently defaults to 30% post-consumer waste paper for printing
- Business cards, forms, letterhead, stationery, and folders are made from varying degrees of postconsumer or recycled content
- Using the Online Print Center and File Cabinet reduces waste when printing only the quantity that is needed
- Fuel and greenhouse gases are reduced when uploading and approving jobs online
- Green promotional products range from organic T-shirts to pens made from recycled-material to reusable tote bags, coffee tumblers and water bottles
- Packaging is 100% recycled, uncolored cardboard
- Green line stamps contain a minimum of 80% recycled plastic
- Green line daters contain a minimum of 75% recycled plastic



Disclaimers

- Additional signatures: Office Depot reserves the right to require additional customer signatures when providing copy and print solutions that require inventory liability, onsite services, or forms management.
- Specialty printing and promotional products may require specific vendor sourcing depending on customer needs. Shipping charges may apply and will be expressed at the time of order.
- Pricing represents the maximum charge and Office Depot reserves the right at its discretion to offer lower pricing based on job size and specifications

- **Promotional Materials and Services**: Items shall include but not limited to various novelty, accessories, wearable, screen printing, engraving

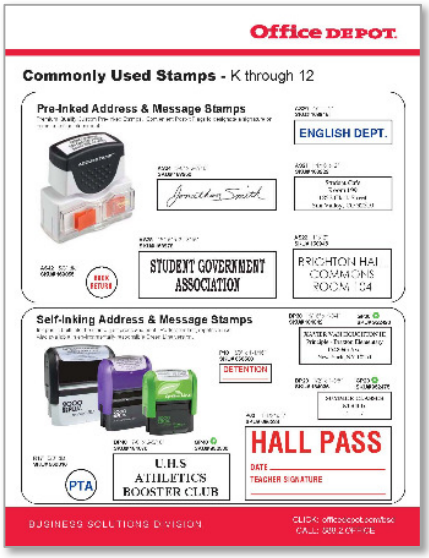
As part of our Region 4 ESC for Managed Print Services, R171404, we are able to provide Promotional Materials and Services. Included are the details of this contract offer.

Custom Imprints Online

Office Depot provides public sector agencies with the ability to simplify their custom imprint procurement by using our online custom imprints solution. Our specialized assortment includes printed products that are often of nominal or low dollar unit cost, but which can be costly to acquire through traditional manual processes. The Office Depot online solution eliminates those costs.

Products include:

- Custom stamps
- Personalized stationery
- Business envelopes
- Business cards
- Labels and standard forms
- Name plates and badges
- Calendars and greeting cards
- Sticky notes and legal pads
- Imprinted binders and folders



Promotional Products

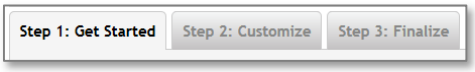
Office Depot offers a simple way for Region 4 ESC customers, schools and non-profits to create and order promotional products. With over 1,200 promotional products to choose from, customers can find a good solution that suits any budget and style. Our ordering process is simple, with promotional product experts who can help agencies identify the most appropriate products to promote and reinforce their message. For example, agencies can print or engrave information on items such as:

- Writing instruments
- Drinkware
- Calendars
- Desk accessories
- Gifts and awards
- Shirts, hats and other apparel
- Uniforms; school & work
- Sprit & motivational items

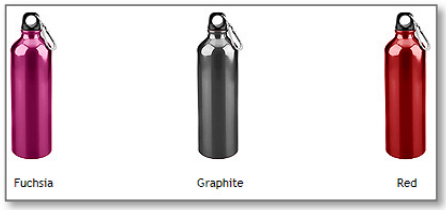


Promotional products are available to our Region 4 ESC Participating Agencies both online and as custom special orders.

- Online ordering solution
- Shop by category
- Product assortment updates frequently
- Easy on-line customization
- Start / Customize / Finalize



- Bulk Buy Savings – the more you buy, the more you save



Quantity	Price
72	$4.19
144	$3.85
288	$3.59
576	$3.35
1008	$3.25

- Minimum purchases (piece counts) may apply on certain items
- Custom special order
- Expanded assortment
- Customize your agencies marketing / branding message

Brand Identity

Brand Identity offers Region 4 ESC customers an integrated online solution for acquiring organizational identity items like business cards, letterhead, and envelopes.

Office Depot representatives will work with participating public agencies to coordinate a set of agency identity products tailored to their brand and specifications. Once live on the website, identity products can easily be personalized and ordered at the same time as other office supply products. This makes it simple to create professional correspondence at reasonable costs with online instant pricing, ordering, proofing, and browser-based file uploading. There's an added-bonus: when participating in the Brand Identity Flex or On-Demand programs, no additional signatures are required because there's no inventory liability.



Products include, but are not limited to:

- Business Stationary
  - Business cards
  - Letterhead

- No. 10 envelopes
- Monarch letterhead
- Monarch envelopes

- Personalized Office Essentials
  - Stamps
  - Name plates
  - Mailing labels
  - Badges
  - Memo pads

Direct Mail

We understand that many of our public-sector agencies have direct mailing needs. Whether it's communications to the parents of a school district, mailings to students, city communications to residents, we have you covered. Regardless of mailing size, we have the printing, sorting, and mailing capabilities to handle any direct mail application.

Copy and Print Depot also offers its "Personalized Postcards" solution. This solution solves custom marketing needs by leveraging a turnkey process



- A turn-key solution that offers Office Depot customers the ability to reach out to their students or residence via postcard direct marketing.
- A personalized marketing solution that delivers efficiently and effectively for businesses providing them the ability to use personalization in the marketing communications.
- A customized solution that is designed to match the clients list/target selections, product design preference, and production facilitation.

Content Delivery & Marketing Services



- Integrated marketing services
- Content and learning management technology
- Campaign strategy services & support
- Brand and document design
- Consulting for effective integrated communication programs
- Digital publishing creation-strategy and deployment services
- Customizable promotional products

- Office Furniture: Furniture shall include but not be limited to: desk, chairs, conference, tables, filing cabinets and bookshelves, include installation, special orders,

Office Depot holds a current contract with Region 4 ESC for furniture, Contract R142212, offering a wide range of products from in catalog quick ship items to full Custom-Interior solutions via our various special-order furniture partners.

Office Depot has selected key vendors partners to help deliver a total solution package to the participating agencies inclusive of: Pre-K, K-12, Higher Education, State and Local Government Agencies as well as non-profit organizations. These vendors deliver a combination of value-based solutions as well high design and custom options. In conjunction with Office Depot each of these vendors will deliver commercial grade products nationally to help Region 4 participating agencies secure products to meet todays every changing need. We have carefully selected and partnered with these vendors knowing that they will work together with Office Depot and Region 4 to create a comprehensive solution with compelling values at the highest level of integrity and contract compliance for the Region 4 ESC participating agencies.



The manufacturers we have submitted offer full line capabilities based on the products they manufacturer. The offering is a total solution from each of them as well as being able to provide new product introductions as they happen at approved discounts. We would also like to include our total line offering as a supplemental offering to round out a total project solution as needed. As required, and requested by a purchasing agency, we may be able to provide ancillary items in outside the primary manufacturer partners we have selected; pricing for these items is set at fair market value and presented and confirmed with a Participating Agency prior to processing any purchase orders. Office Depot will continue to update and refine our manufacturer partner list as new solutions become available to the market place.

Furniture Solutions are available in the following categories:

- Audio/Visual Furniture
- Cafeteria
- Casegoods
- Classroom & Library
- Dormitory
- Ergonomic Solutions
- Filing & Storage



- Lounge/Reception
- Related Products and Support Services
- Science Lab
- Seating / Chairs
- Tables/Meeting Conference Room
- Technology Support Furniture
- Workstation

Office Depot has a number of measures in place that will provide for a best in class value for Region 4 Participating Agencies. This value does not stop with product or product cost, as it also includes our design services, sales and project management services.

- **Other applicable products and service solutions**: This includes Private Label that are equal to or superior to the original manufacturer product.

Office Depot offers a robust and comprehensive product and solutions assortment. We are able to support the needs of agencies and their various initiatives:

- **Lower Cost Solutions** → Private Label & Proprietary brand products
- **Environmental Initiatives** → Robust of environmentally preferable products with attached eco-labels to provide context on the environmental attributes of the products included
- **Minority / Diversity Spend** → We provide Historically Underutilized Business (HUB) products with the commensurate spend reporting available to allow agencies to measure and monitor these initiatives. We also have a number of Tier One suppliers that we can partner with for those agencies that have this requirement.

Office Depot is uniquely capable of offering our complete Region 4 Contract portfolio under a single account number. Currently we have competed for and have been awarded six (6) unique contracts, to include Office Supplies, School Supplies, Furniture, Janitorial Solutions, Technology, and Managed Print Solutions.

Janitorial Supplies: Provide a full selection of janitorial supplies and equipment, Office Depot currently holds a contract with Region 4 ESC for Janitorial products and equipment R162102

Our Janitorial supplies offering includes a robust core list and nearly 1200 Ready to Ship products available to competitive pricing and curated to meet the needs of today's schools and public agencies. Office Depot believes that a clean workplace is a healthy workplace and promotes presentism and productivity. Our full contract offering features:

- Dilution Control
- Green Products
- Industrial Paper and Dispensers
- Hard Floor Care
- Carpet Care
- Restroom Care
- Waste Receptacles and Liners
- Machines and Accessories
- Laundry and Kitchen
- Industrial Tools & Supplies
- Emergency Preparedness
- Breakroom & Beverage Solutions
- Lighting Solutions



Technology: Office Depot has been awarded the Region 4 ESC Technology and Interactive Whiteboard Products & Service, R160204 contract.

Our Technology solutions contract provides up to date product and service solutions for Schools and Public Agencies. As technology is an ever-changing solution we have worked to keep our available solutions and services in the forefront of the marketplace. Office Depot acquired CompuCom, the leading provider in computer solutions and services to include help desk services for public agencies looking to out-source this necessary solution. Our full contract offering features:

- Computer Systems
- Monitors
- Network Equipment
- Interactive Walls & Whiteboards
- Services
- Printers & Peripherals



Managed Print: Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404.

Office Depot's Managed Print solution provide a comprehensive printing solution that is scalable to meet the needs and readiness of schools and public agencies. While Office Depot has partnered with leading print hardware providers such as: HP, Lexmark, Xerox, Brother & Canon we are able to integrate an agencies current print fleet into our service model, regardless of hardware manufacturer.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Region 4 ESC desires a Contract that includes an auditable pricing program (no-cost plus models). Using the proposed pricing program, offerors will submit line item pricing on the National Market Basket, Appendix E. At the Offeror's discretion, the pricing program may include customized market baskets, non-core items, rebate incentives, volume tier incentives, promotional pricing.

a) Products/Pricing

i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.

Participating Agencies can browse Office Depot's online catalogues by drilling down through tiered product categories by individual product group. Categories include:

Office Supplies

- Calendars & Planners
- Batteries
- Printer & Office Paper
- Pens & Correction Fluid
- Pencils, Erasers & Sharpeners
- Markers & Highlighters
- Post-It Notes, Flags, Tabs & Dispensers
- Notebooks, Paper Pads & Clipboards
- Binders, Duotangs, Report Covers & Accessories
- Filing Storage & Archiving Supplies
- Retail & Business Supplies

- Event & Presentation Supplies
- Education & Craft Supplies
- Punches, Staplers, Scissors & Rulers
- Tape, Glue & Adhesives
- Bags & Cases
- Boards & Easels
- Calculators
- Clips, Fasteners & Rubber Bands
- Computer Accessories & Cleaning Supplies
- Desk Accessories & Organizers
- File Storage Boxes, Drawers & Cases
- Labels & Label Makers
- Literature Holders & Displays
- Office Machines & Supplies
- Packaging Supplies, Shipping Boxes & Supplies
- Stamps & Supplies

Paper

- Office Copy & Printer Paper
- Inkjet & Laser Printer Paper
- Colored Printer Paper
- Heavy Weight & Index Paper
- Bond & Thermal Rolls
- Wide-Format Paper
- Data Computer Paper

Ink & Toner

- Toner & Drum Cartridges
- Ink & Printheads
- Fuser & Maintenance Kits
- Ribbons

Cleaning & Breakroom

- Air Purifiers, Coffee Makers & Small Appliances
- Cleaning Chemicals & Detergents

- Cleaning Supplies, Products & Equipment
- Coffee, Snacks, Beverages & Serving Supplies
- Garbage Cans & Bags
- Ground Coffee & Coffee K-Cups
- Hand Soaps, Sanitizers & Dispensers
- Hand Towels, Toilet Paper & Facial Tissue
- Health & Safety
- Mail, Pack & Ship

Technology

- Ink, Toner & Ribbons
- Cables, Surge & Battery Backup
- Computer Accessories
- Hard Drives, USB Flash Drives & Media Storage
- Office Phones, Headsets & Phone Accessories
- Office Printers, Scanners & Fax Machines
- Computers
- Laptops & Tablets
- Audio Visual Solutions
- Network Adapters, Cameras, Servers & Routers
- Digital Cameras, Camcorders & Photo Frames
- Hardware & Computer Parts
- Software
- Surveillance & Security
- Point-of-Sale Equipment
- GPS Systems & Accessories

Furniture

- Office Chairs & Accessories
- Office Desk, Laptop Stands & Workstations
- Storage Cabinets & Filing Cabinets
- Reception Furniture
- Commercial Office Furniture Collections
- Home & Small Office Furniture
- Office Tables
- Bookcases & Shelving Units
- Healthcare Furniture
- Utility Carts, Office Carts & Equipment Stands
- Board & Conference Room Furniture
- Safes

Green Products

Green Product Assortment: Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry-first green rating system
- Green Book – an industry-first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Services

Office Depot provides a range of services which include:

- Managed Print Services (already under Region 4 ESC Contract R171404
- Coffee machine service
- Water filter service
- Digital copy and print service
- Space and furniture planning services under Region 4 ESC Contract R142212
- Various Educational Services under Region 4 ESC Contract R141605
- Computer and IT system support under Region 4 ESC Contract R160204
- Toner cartridge recycling
- Document shredding and long-term storage
- Technology recycling/repurposing services
- Storage and warehousing of customer inventory when needed

Where possible, we have priced these services in this proposal or the current contracts. Some services must be individually quoted at the time they can be properly defined by the customer. If a Participating Agency needs any of these services, which are not currently priced, they can contact their account manager directly for a quotation.

i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.

Office Depot has included price lists for all products and services which can be priced at this time.

ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.

Your complete satisfaction is our primary concern. For returns, please contact your Customer Care Professional or initiate the return online.

Your Original Receipt is required for all store returns or exchanges of technology and furniture. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only.

For technology, a 15% Restocking Fee will be applied if the box is missing any components. This applies to all technology products including, without limitation: Computers, Monitors, Cameras, Camcorders, Projectors, GPS, Printers, Copiers, Faxes, Shredders, Telephones, Wireless Technology, MP3s, TVs, DVD Players, Media, Hard Drives, Peripherals, Accessories and Software.

Opened software may be exchanged for the same item only. Please remove all personal data from returned/exchanged product. Office Depot is not responsible for any personal data left in or on a returned/exchanged product. Furniture in new condition, unassembled, in original packaging, with Original Receipt and with UPC code intact may be returned within 14 days of purchase.

Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.

- Installations, when necessary, will be included in the quotation for the item.
- Special orders may have fees involved and they will be included in the quotation for the items.
- Maintenance fees, if any will be included in the price list or quotation.
- Training on special equipment will be included in the quotation as a separate line item when appropriate.
- Standard on-line reporting is provided at no charge. Should special reporting be required we will consider it at the time of request.

iii. Offerors should provide their pricing structure which may include category discounts, a core list and non-core items. Include category discounts on Appendix E, Category Discounts tab, core list pricing Appendix E, Core List Items tab.

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- Tab 1 – Category Discounts
- Tab 2 – Core List Offering

- Tab 3 – Market Basket Survey
- Tab 4 – Copy & Print Core List Offering

All pricing has been loaded to a single Excel file. 19-03 Office Supply – Appendix E Pricing

ii. General and Market Basket Pricing.

i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable

1. Include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

   - Manufacturer part #
   - Offeror's Part # (if different from manufacturer part #)
   - Description
   - Price List and Net Price
   - Net price to Region 4 ESC (including freight)

   Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- Tab 1 – Category Discounts
- Tab 2 – Core List Offering
- Tab 3 – Market Basket Survey
- Tab 4 – Copy & Print Core List Offering

All pricing has been loaded to a single Excel file. 19-03 Office Supply – Appendix E Pricing

2. Using the pricing structure, the Offeror proposes above, provide the net price for the items listed on the National Market Basket, Appendix E, Market Basket tab.

Office Depot has completed the National Market Basket Survey, Appendix E, Market Basket Tab 3 to include the net price based on the pricing methodology used for each item. All items have the designation of Core or Non-Core.

iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.

i. Describe Offeror's ability to provide customized market baskets to participating agencies.

Custom Core Program: Office Depot is pleased to present a program a program that allow qualified agencies to augment the standard contract core lists that are included in our offer; Custom Core Program requirements as follows.

The Custom Core Program is available to Top Tier Participating Agencies that spend $100,000 or greater on an annual basis utilizing the Office Depot Region 4 ESC contract. Participating Agencies who qualify will have the option to choose additional items to augment their current Office and/or School Core lists.

The Custom Core program will allow for agencies to select items that are not on the Master Supply or School supply core lists. Office Depot reserves the right to allow items that are on the current Master Supply or School Supply core lists when additional vendor funding is available, and/or a customer qualifies for an HP Big Deal. If such Special Pricing Agreement terminates or expires, or there is a price change for items within such Special Pricing Agreement, then Office Depot shall have the right to update the pricing of such items hereunder, and thereafter, those items shall be priced in accordance with the terms of the Agreement. Items can be chosen from the balance of our assortment and may be in our BSD Catalog. The items chosen by Participating Agencies will be placed on an additional core list for that individual Participating Agency at a price lower than the then current Region 4 ESC pricing.

ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).

Qualifying Participating Agencies: Participating Agencies will be qualified for the Custom Core program option based on the prior calendar year spend (January – December), with the minimum qualifying spend of $100,000. Participating Agency spend will be qualified each calendar year to determine inclusion in the program and to determine which tier the qualifying Participating Agency will participate in. In the event that a Participating Agency's Tier level changes from one calendar year

to the next, based on their annual spend, they will either be a) removed from the program for failing to qualify with the minimum $100,000 spend, b) have the number of items reduced from their core list due to a reduction in qualified spend, thereby lowering the eligible Tier level, c) have their number of items increased on their core list due to higher qualifying spend that moves them into a higher Tier level, or d) the Participating Agency will remain on their current Tier level based upon their prior annual spend.

Participating Agencies that qualify for the Custom Core Program will need to acknowledge the full details of the program prior to participation.

Participating Agencies new to Office Depot will be qualified based upon a provided usage report to determine Tier eligibility for the first year. Office Depot has the sole right to determine initial year eligibility for new Participating Agencies. Each subsequent year, they will follow the qualification guidelines of current Office Depot Custom Core program for Participating Agencies.

Participation Tiers: Seven Custom Core Program participation tiers will be offered based upon the Participating Agency's previous calendar year spend. The Participating Agency's tier will then determine the maximum number of items that the Participating Agency is eligible have on their custom core. Agencies may select up to the maximum number of items as allowed per the qualifying tier. Office Depot reserves the right to provide less than the maximum number of items as allowed per tier level.

Customer Annual Spend	Customization Tier	Custom Core Item Limit
$100K +	Level I	10
$250K+	Level II	25
$500K+	Level III	50
$1M+	Level IV	75
$2M+	Level V	100
$3M+	Level VI	125
$4M+	Level VII	150

Core List Selection Process: Participating Agencies that qualify for the Custom Core Program will be allowed to select items at the inception of this contract. Updates/shifts in product assortment may be made through out the contract year, keeping in accordance with the Custom Core item limit allowed per the customer's qualified spending tier.

iii. How frequently does Offeror propose to update customized market baskets?

Items on the chosen Custom Core Program will follow the same pricing update schedule as other product categories as defined by the terms of the contract, so that those same items will update concurrently on the individual custom cores, where applicable.

iv. Is pricing available for all products and services?

Yes, however there may be some special-order items which will have to be quoted because the cost will be based on the actual specifications of the item, i.e. pre-inked stamps, printing, etc.

Pricing Methodology:

Catalog Offering: All references for the purposes of our pricing proposal as it pertains to a catalog offering will be made to our current primary printed catalog in use for account customer (also known as "contract customers") of the Business Solutions Division and/or the Contract Division known as the BSD Catalog assortment available at the time of order ("BSD").

Core List Pricing: Office Depot is offering and has provide approximately 1300 net priced core list items in our accompanying pricing file. Core list items will be designated with the "Best Value" icon on the BSD Website. Notwithstanding any other provision herein, Region 4 ESC and Office Depot may add or remove core list items from time to time by mutual written agreement of the parties (including email).

Non-Core BSD Catalog Pricing: Office Depot is offering web less discount pricing by category as outlined in Appendix E for all Non-Core items listed in the current Office Depot printed BSD Catalog BSD School Solutions Catalog. Office Depot will take a snapshot of web pricing, apply category discounts outlined in Appendix E, and lock pricing for the quarter. Pricing for Non-Core BSD Catalog Pricing & BSD School Solutions Catalog will be set forth on Office Depot's Business Solutions Division website located at www.officedepot.com ("BSD Website"). All Non-Core BSD Catalog items shall be designated with the "Contract Item" icon on the BSD Website.

Copy & Print Price List: Custom printing services, including custom imprinting services and large format prints, will be priced at a discount from retail. We have included a Copy & Print Price List in our pricing proposal as referenced above.

Non-Core, Non-BSD Catalog Items: Non-Core, Non-BSD Catalog Items which are identified on www.officedepot.com, will be priced at the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "**Excluded Categories**"). Non-Core Items that are not identified in the BSD Catalog or on www.officedepot.com shall not be subject to the pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot in its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.

Hosted Catalog: For those Participating Agencies that require a static pricing solution to support complex and/or certain electronic procurement platform requirements Office Depot reserves the right to provide customized static pricing files to meet the needs of that individual Participating Agency on an as needed basis as mutually agreed upon with the Participating Agency. It is understood that such pricing shall not be offered to other participating agencies; and such customized pricing will not be identified as an unacceptable variance for purposes of an audit review.

v. Describe any minimums order quantities or fees.

The pricing set forth in this response includes dock and/or mailroom delivery for orders of $50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Office Depot shall impose a minimum order value ("MOV") of $50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

vi. Describe any shipping and delivery charges, include standard delivery (preferred ship is 48 hours or less), shipments outside Continental USA, truckload and delivery areas.

The pricing set forth in this Contract includes dock and/or mailroom delivery for orders of $50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. For Participating Agencies that require desktop delivery additional charges may apply. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly be each market's retail delivery partner and impose a minimum order value ("MOV") of $50.00.

In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

vii. Provide pricing for warranties on all products and services.

Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.

viii. Describe any return and restocking fees.

Your complete satisfaction is our primary concern. If you are dissatisfied with your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund. General supply items should be returned in the original packaging within 30 days. Technology and stocked furniture items should be returned in the original packaging within 14 days. Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as "special order."

ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Volume Rebates: Office Depot will pay qualified Participating Agencies the following volume rebates:

Agency Annual Volume Rebate: Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of of the contract anniversary and shall be calculated as follows:

Annual Spend	Annual Volume Rebate %
$500,001 - $1,000,000	1.5% of Annual Spend
$1,000,001 - $2,000,000	2.0% of Annual Spend
$2,000,001 - $3,000,000	3.0% of Annual Spend
$3,000,001 - $4,000,000	4.0% of Annual Spend
$4,000,001+	5.0% of Annual Spend

For purposes of the Office Supply RFP, Contract Anniversary shall be based on a calendarized twelve (12) months, beginning June 1st and concluding May 31st of each year during the terms of the contract. "Spend" shall mean Participating Agency's paid-for purchases net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties.

Copy & Print Adjacency Rebate: In addition to the Agency Annual Volume Rebate, Office Depot shall pay to Participating Agencies an annual Adjacency Rebate ("Adjacency Rebate") to those customers that spend $200,000 or greater in qualified Copy & Print solutions. The Copy & Print Adjacency Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows:

Adjacency	Achievement $	Rebate %
Copy & Print	$200,000+ Annually	5% of Category Spend

Alternative to Rebates: Notwithstanding the foregoing, at the Participating Agency level, Office Depot may agree to offer lower prices in lieu of anticipated rebate dollars to those Participating Agencies whose total Spend exceeds $500,000. To implement, Office Depot will enter into an agency-level agreement, which will also provide for an annual reconciliation to ensure that the earned rebate dollars correlate to the additional discounts and adjustments to pricing will be made as necessary (a "true-up"). ***A sample Participation Agreement has been provided at the end of this section and is labeled, Attachment 2.1.***

Region 4 Educator Recognition Sponsorship – Platinum Level Sponsor: Office Depot is pleased to offer our commitment to partner with Region 4 ESC to recognize leaders in Education. This offer is made exclusively for Region 4 ESC and is not part of our offer to other participating agencies. As we have in recent years, we would be honored to continue this sponsorship to elevate and award those educators that make a difference. Sponsorship offer is for three recognition events.

- Principal Event – April, Platinum Level Sponsorship - $5,000
- Teacher Event – August, Platinum Level Sponsorship - $5,000
- Superintendent Event – October, Platinum Level Sponsorship - $5,000

x. Describe how customers verify they are receiving Contract pricing.

Office Depot agrees to provide Region 4 ESC and/or the Participating Agency the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC and/or the Participating Agency end users receive the service and pricing Office Depot has committed to provide. We are the only major supplier that has developed this solution for our customers.

We provide 12-month online order history with complete pricing information, so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing.

xi. Describe payment methods offered.

A. Check

B. Credit or Procurement Card (VISA, MasterCard, Discover, AMEX) only at point of sale

C. EFT

D. EDI

Office Depot offers Net 20 days payment terms. We will work with each customer to accept the payment methods that are mutually agreed and acceptable to that customer.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Office Depot is proposing a Discount from Web Price for its **Non-Core, BSD Catalog items**. The proposed Discount from Web price table has been included in our Appendix E price file submission.

Dept #	Class Detail	Dept/Class Description	Offeror's Discount
1	All	Furniture	20%
3	316, 326	Binding Machines, Laminating Supplies	20%
3	All Other	Binders, Report Covers, Indexes, Dividers, Sheet Protectors	25%
4	422, 683	Dated Books/Refills, Calendars	20%
4	All Other	Business Notetaking, Contact Management, Forms	30%
5	All	Paper	25%
6	All	Mailroom/Shipping	30%
7	All	School Supplies	25%
9	All	PC Accessories	15%
11	All	Writing	30%
14	All	Ink Jet Cartridges	15%
16	All	Printers	0%
17	All	Telephones	0%
19	All	Mobility	0%
21	261	Blank Media	15%
21	All Other	Memory, Drives	0%
24	All	Office Accessories	25%
25	All	Seating	20%
30	All	Filing	30%
34	All	Custom Business Essentials	0%
42	232	Electronic Labeling	15%
42	All Other	Labels	20%
43	810,812	Appliances, Beverages	10%
43	All Other	Breakroom	20%
44	440, 516, 750	Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks	20%
44	All Others	Office Essentials	25%
46	All	Audio and Video	0%

47	All	Clean/Personal Care	25%
48	All	Monitors & Projectors	0%
51	All	General Office Paper	30%
52	All	Specialty Paper	25%
54	All	Stationery & Cards	25%
58	All	Presentation	20%
60	All	Marketing/Visual Srvc	0%

Pricing Updates Core and Non-Core BSD Catalog items: Pricing for products covered by this office supplies agreement will be adjusted as follows:

a) **Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.

b) **Non-Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Items will be based upon the product assortment in the BSD Catalog at the time of order. Office Depot will take a snapshot of web pricing, apply category discounts (outlined in Appendix E, and lock pricing for the quarter (until next update).

c) **Notification Process for all Non-Core BSD Catalog Product Category Increases**: Office Depot shall give Region 4 ESC at least thirty (30) days written notice of such price increase before any price increases take effect. Office Depot shall provide Region 4 ESC with an updated web-less category discount file for all Non-Core BSD Catalog items to verify that product price adjustments are being appropriately passed through to Region 4 ESC for Non-Core BSD Catalog items. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.

xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

When future product introductions are needed we will provide Region 4 ESC with the information concerning the product and the reasons for the introduction and the proposed pricing which will be based on the then current pricing structure within the contract unless there is no precedent, in which case we will propose pricing and negotiate in good faith to reach agreement.

Product Selection. In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services and/or categories (e.g., medical/first aid supplies, professional development curriculum and instruction, etc.) to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to Region 4 ESC.

xiv. Provide any additional information relevant to this section.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or women-owned suppliers and service disabled veteran suppliers. We appreciate the opportunity to help our Tier 1 diversity partners while assisting Region 4 ESC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that Region 4 ESC contracts provide Participating Agencies while meeting the diversity needs of the Tier 1 Partners.

In the event a Participating Agency wishes to purchase under the Region 4 ESC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, Region 4 ESC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the Region 4 ESC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the Region 4 ESC contract sell price plus the Tier 1 program fee which shall be shall be negotiated among the Tier 1 partner and Office Depot.

Special Order / Warehouse / Category Bids: For purposes of the Contract, "Special Order / Warehouse / Category Bids" are defined as warehouse, truckloads papers, recurring or non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Office Depot may respond to Participating Agencies who issue their own Special Order / Warehouse / Category Bids under their own terms and conditions, including bids for quantity discounts on products that may be delivered to a multiple locations and/or centralized warehouse location, in accordance with the following terms:

a. Pricing will be negotiated on a case-by-case basis.

b. If Office Depot is awarded a Special Order / Warehouse / Category Bid, a separate Office Depot account shall be set up for the relevant Participating Agency for those purchases made for the Special Order / Warehouse / Category Bids. Such separate account shall not be linked to the Participating Agency's Region 4 ESC account and, therefore, not subject to its volume/adjacency rebate or any other Office Depot rebate or incentives that are paid to participating agencies.

c. If, pursuant to a Special Order / Warehouse / Category Bid, a Participating Agency makes purchases of items from Office Depot, such purchases shall not be included in the quarterly calculation of Administrative Fee due to OMNIA Partners / Region 4 ESC.

d. Pricing which is offered or given by Office Depot as a result of such bids will have no effect on the pricing otherwise offered under the Contract.

e. In the event that Office Depot provides a Special Order / Warehouse / Category Bid it shall be submitted under the pricing terms and conditions of Special Order / Warehouse / Category Bid not the pricing terms and conditions of the Region 4 ESC contract.

Regional Promotions: Office Depot shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, Office Depot will provide Region 4 ESC with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the Region 4 ESC price update schedule set forth in the Contract. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately. These items may be available in limited quantities and will be available to all Participating Agencies in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the Spend used to calculate the Agency Annual Volume and Adjacency Rebates and the Administrative Fees due to Region 4 ESC under the Contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of Office Depot.

Employee Purchase Program: In an effort to continuously improve its customer-focused offering, Office Depot reserves the right to offer market-competitive pricing on select products (i.e., certain educational materials, classroom supplies, and copy and printing services) to employees of Participating Agencies (including teachers). This purchasing program shall enable employees of Participating Agencies to create an employee account. Employee purchases will be priced at a discount of ten percent (10%) off the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Employee purchases may be made at Office Depot's U.S. retail store locations or online at www.officedepot.com. Employees will be required to use a personal credit card for all purchases. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (i) products in the following categories (as such categories are identified on www.officedepot.com), Technology, Business Machines and Equipment, Custom Printing, Gift Cards, Shipping Services, Warranties, and U.S. Postage; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings. Items that are not identified in the BSD Web Catalog shall not be subject to the discounts or pricing under the employee purchase program. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the relevant employee at the point of sale or otherwise at the time of order placement. Any employee account shall be subject to approval by the Participating Agency whose employee desires to open an account. Purchases made by employees shall not be included in calculating an Agency Annual Rebate or any other rebate that a Participating Agency is entitled under the Contract. However, purchases made by employees shall be included for purposes of calculating the administrative fee due to Region 4 ESC.

Under this program, there shall be no delivery fee for orders over $50.00, but orders below $50.00 will be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms.

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*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

THE COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT

BETWEEN
<PARTICIPATING AGENCY>
AND
OFFICE DEPOT, INC.

This Piggyback Contract ("**Contract**") of is made and entered into this <DATE> ("**Effective Date**"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

W I T N E S S E T H:

WHEREAS, on_____, 2019, and effective as of _____, 2019, The Cooperative Purchasing Network ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Contract No. _____ for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.
The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. CREDIT TERMS.
Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.
All notices, requests, demands and other communications under this Contract shall be given in

SAMPLE

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3)business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. **TERMINATION FOR CONVENIENCE.**
Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. **ALTERNATIVE TO REBATES**.
As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of $200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than $200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.	**<PARTICIPATING AGENCY>**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

SAMPLE



Tab Three:

Performance Capability

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 3: Performance Capability

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract and Exhibits F and G. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

Office Depot has included our detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract (Region 4 ESC) and Exhibits F and G in Tab 7 as required.

Strong national presence

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 participating agencies at every step in the process…order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country affords participating agencies the following benefits:

- Consistent Operations/Service*:* Because every location in the Office Depot system uses the same WMS program, all warehouse and delivery operations are performed the same way across the country.
- Consistent Pricing: Because every Office Depot facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Your participating agencies will share a single Custom Price List and pricing structure for all domestic locations.
- Consistent Reporting/Integrity: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- Consistent products: Each of Office Depot's 26 distribution centers stocks similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Training and educating our National Sales Force

Recognizing the value of the National IPA / Region 4 ESC program for our current and potential customers, Office Depot partners to position and train our national sales force, especially those serving the public sector, in the benefits of the Region 4 ESC contracts. Our dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the Region 4 ESC Contract. This dedicated team of seven (7) will work closely with our local sales representatives as well

as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the Region 4 ESC office supplies program. Training includes webinars highlighting the details of the program and positioning the Region 4 ESC office supplies offering. Sales team training is a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions. All appropriate Sales Representatives are trained in ongoing sessions by dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary sales sheets and other promotional material appropriate for their customer base.

National Marketing Plan

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. Office Depot's national marketing plan includes a press release, social media announcements, direct mail campaigns, co-branded collateral materials, advertising the partnership in trade and industry publications nationwide, and participation in trade shows.

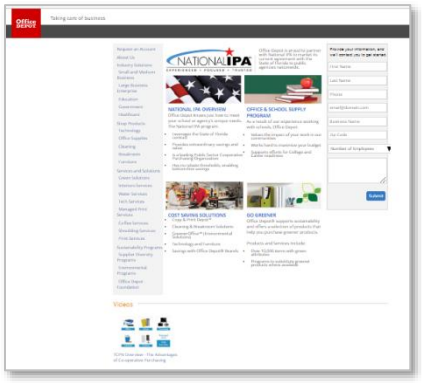


Office Depot's team approach to implementing and supporting a contract of this size and significance means we will align several groups within our organization to ensure the seamless execution and ongoing management of our Region 4 ESC / OMNIA Partners contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures items reflect contract pricing at all times
- Contract Compliance Team – ensures all bidding and pricing practices are in compliance and uphold the Region 4 ESC / OMNIA Partners / Office Depot partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff –committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals

- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Reporting– provide efficient reporting to meet the evolving needs of Region 4 ESC / National IPA.
- Customer Care Organization – understands the nuances of large contracts and works to provide participating agencies with top-notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

Office Depot will continue to educate government and education agencies on the benefits and efficiencies of cooperative contract purchasing through the Region 4 ESC program. Specifically, we have deployed additional resources to support business development activities and new agency acquisition in the following areas:



- Field Sales Team – Mid to large agency acquisition
- Inside Sales Team – Small agency acquisition
- Emails, web banners, pre-login content, videos, sell sheets, weekly marketing updates, BSD communications

The three-prong Region 4 ESC strategy will focus on participating agencies of all sizes:

1. Customers:
   - Develop and evolve Region 4 ESC Participating Agencies' profile for targeting and sales deployment
   - Develop nurturing strategy, emphasizing Region 4 ESC optimization messaging through decision stages
   - Satisfy objectives and criteria of cross-functional decision makers (i.e., Finance, IT, Purchasing)
2. Products & Services:
   - Build a services innovation engine and transform current product-focused business culture
   - Drive growth opportunities through cross-sell of supplies, other products and services
3. Sales & Marketing:
   - Continue developing product category expertise throughout sales organization
   - Implement a comprehensive marketing strategy targeting new buyers within existing accounts

- Establish processes and tools enabling effective pipeline management and predictable revenue streams
- Become a brand name associated with Region 4 ESC within the target market

Office Depot has provided our proposed 90-day Marketing Plan in Tab 7 and our marketing launch process in Section xi.

National IPA tracking and reporting

Office Depot will provide customer-centric business reviews and reports for our customers. Our Business Review process is a high-level summary that ties together the statistical information we gather on our performance and service levels. We will provide National IPA-specific performance data by Region 4 ESC participating agencies, geographic location or business unit. Each business review completed will then be rolled up into a master review of for entire cooperative. This process of creating multiple reviews allows us to compare each of your participating agency locations against one another to find best practices, innovations, and ensure all locations are performing to minimum Region 4 ESC standards.

Our review will be customized to provide the specific format and metrics that Region 4 ESC would like to evaluate. The goal of these reviews is to provide you with more than "raw data." Our objective is to create documents that will show you in one page how we are doing in meeting your objectives in the following areas: achievement of your corporate goals, IT and systems interface performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.

The Office Depot account management team will assist each Region 4 participating agency location by analyzing spending and usage data. This process helps you by providing a consistent regular customer focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

Business Reviews include:

- Our customers' initial objectives
- Previous time period accomplishments and objectives for the next reporting period

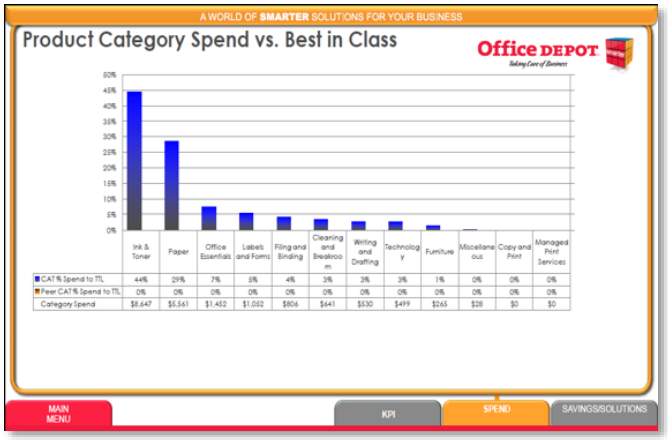
Sales Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review

- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction



Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys
- Store Exit Interviews

Key performance indicators

- Spend and average order analysis
- Fill rate and order accuracy

Purchasing trends and best-in-class comparison

- Net spend and product category spend
- Product category spend vs. peer group average
- Office Depot brand spend by product category
- Top product purchases
- Accounts receivable aging



Savings and solutions

- Diversity spend analysis
- Electronic orders and invoices
- Average order savings opportunities
- Office Depot GreenerOffice™ Dashboard

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Office Depot has reviewed Appendix D, Exhibit B, National IPA Administration Agreement, and outlined our proposed exceptions on the Term and Conditions Acceptance Form in Tab 1 as required.

iii. Describe Offeror's ability and experience with E-Commerce and web-based procurement providers such as ESM, Jaggaer, Coupa, Workday, Lawson Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with. Describe electronic online catalog, Punch-Out Programs, purchasing authorization limits, storefront, etc.

Office Depot continues to lead in the B2B eCommerce space. We support enterprise sales by winning new business, retaining/growing existing customers, and providing the right tools and online experience at the right time.

Office Depot is consistently one of the largest Internet providers of business services and supplies, products and technology solutions worldwide. Our robust and award-winning web site has been recognized as one of the top web sites on the web for its features, user friendliness and high volume of activity. We are a founding member of the OBI (Open Buying on the Internet) and have the most advanced Internet ordering web site as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions.

We have completed many integrations with customers using ReqLogic.

In addition, the following is a short list of companies/platforms which we've integrated:

ERP and Finance Systems:

- Banner
- Buy Efficient
- Financial Edge
- Great Plains
- Lawson
- Oracle
- Ormed
- PeopleSoft
- ReqLogic
- SAP
- Customers using IBM AS400 systems

We have also integrated with the following middleware providers who may also provide accounting/financial services.

- Aeroxchange
- Allison Royce & Associates
- Ariba
- Coupa
- DSSI
- eSchool Mall / Mercury Commerce
- Elcom
- Epylon
- ePS (eProcurement Services)
- Hubspan/Liasion Technologies

- Hubwoo
- IBX
- Infor (aka Datastream)
- JP Morgan/XIGN
- OB10 (Tungsten Network)
- Ops Technology(RealPage)
- eProcurement Services
- Periscope/NIGP Codes
- Perfect Commerce
- P2P Solutions
- Procurement Partners
- Puridiom
- UNSPSC.org
- Quadrem
- Skyward
- Unimarket
- Verian
- Workday
- Adelpo Captial
- Spend Management
- Jaggaer (SciQuest)

Electronic Catalogs

Internet based catalogs:

- Round-trip – xCBL
- Punch-out – cXML
- Open Catalog Interface (OCI) - OCI
- Oracle Direct – Transparent Punch-out

Static / Hosted Catalogs

As mentioned, Office Depot supports all types of delimited data-feeds, (i.e., txt, csv, pipe delimited). The below lists some of mainstream standard hosted catalog formats we support:

In addition, Office Depot will partner with our customers requiring a hosted catalog that is not part of this list. Our eContent Team will work closely with your technical team and share best practices to help you create a hosted catalog solution that suits your business needs.

Office Depot has supported online catalog access through Coupa via cXML a/k/a punchout. Office Depot also supports xcBL and OCI. Office Depot has implemented over 1,000 external interface relationship partnerships. These partnerships range from a simple Hosted catalog and EDI purchase order to a full XML solution including Direct catalog interface (Punch-out/Round-trip), purchase order, acknowledgment and billing. Lawson has the ability to produce electronic purchase orders in both EDI and XML format. The Lawson system supports both a Hosted Catalog and direct supplier catalog interface (Punch-out/Round-trip). Office Depot also supports both Hosted catalog and Direct web-catalog interface.

Hosted catalog content can be provided in Region 4 ESC custom format or Standard Lawson format. Office Depot supports various XML formats for direct catalog interface. We routinely implement cXML (Ariba format) xCBL (Commerce One/Perfect Commerce format) and numerous XML direct punch-out

strategies. Our routine tests of Direct Connect and purchase order submit with Lawson have been very successful.

We support a diversity between Punch-out format and purchase order submit; if Region 4 ESC Participating Agencies prefer to connect directly using XML format but would like to submit purchase orders in EDI format, Office Depot can easily accommodate.

Updates are instantaneous. Catalog information resides on an Office Depot web server, not on your desktop, so your system is not burdened by memory hogging downloads and updates. In addition, access to order information requires no special programming or additional help from MIS specialists.

Punchout

Office Depot has extensive experience with both punchout and customer-hosted catalogs. Office Depot has integrated punchout with more than 500 customers. We support CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut, as well as Transparent Punchout. Trust us to implement:

- Standard Punchout (one login and password for all of an organization's users), all users see all order history and shopping lists
- User-level Punchout (separate logins for each user, allowing for personalized shopping lists). Users also would view only their own orders on Order History
- Spend (demand) management functions such as the Top 50 items ordered list, default product search order, preferred (a/k/a Contract or Best Buy) items during search drill down, the ability to hide restricted items, and custom company information on email acknowledgements (e.g., the Office Depot account representative name and phone number displayed at the bottom of the email)

The advantages of punchout with Office Depot include: dynamic pricing, viewable real-time inventory, enhanced search functionality, access to all features and functions of the Office Depot B2B website, the ability to view icons for contract and restricted items, and the spend management capabilities described above.

Office Depot currently supports about 200 customer-hosted and third-party-hosted catalogs. Ariba, Workday ERP, Jaggaer, CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

We can also:

- Supply an Excel file of all items and/or item changes via various electronic delivery formats
- Zip and email the catalog directly
- Supply images (via various electronic delivery formats) of items in .jpg or .bmp format

Our punchout capabilities include:

- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information
- Shopping Lists – create corporate wide 'best value' lists and personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Advanced Search – narrow your results by product, category, description, use, price, and size
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions regarding product recommendation, order status, or online web functionality

Purchasing Authorization

Our system offers an approval hierarchy capability – from a single approver up to 11 approval levels – that can be accomplished within an approval workflow set up and managed by the customer's authorized Administrator(s). Each approval level within a workflow can be directed to one approver or a group of approvers. If an end user tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the end user and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out of the office to designate someone else to approve in their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that contain only contract items. This automated approval process is implemented in the beginning stages of your account or can be added at any time.

Within the Office Depot system, each end-user has a unique identification number and password to ensure that only that person is authorized to access the Office Depot catalog. Each unique profile is tied to your specific cost centers, ship to locations, purchase levels and spending limits.

The Super User sets up a "User Profile" for each new user of the system. Each user is given "permissions" during the original implementation by the designated Super User.

At the bottom part of the screen, you will see a heading "User Settings and Permissions." Under each category, the user is given permission (or denied access) to each shopping decision.

For example, you will see drop-down menus following the words, "This user can…"

- Select Any, Use only Default or Select from Specified list of Ship To
- Select Any, Use only Default or Select from Specified list of PO Number
- Select Any, Use only Default or Select from Specified list of Release
- Select Any, Use only Default or Select from Specified list of Cost Center
- Place and Release Orders
- Query Any Placed Orders
- Modify Placed Orders
- Cannot purchase restricted items, etc.

This section is followed by "Dollar Limits" (Per Unit Price, Per Extended Line Item, Per Order). Participating Agencies can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

iv. Describe how Offeror responds to emergency orders.

Office Depot is prepared to provide next-business-day delivery to over 95% of the U.S. Next-business-day delivery of your in-stock office supply orders operates through three elements, and Office Depot offers you better performance in each area: Inventory, Order Cut-off times, and Delivery Network.

Inventory: Office Depot stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate company wide.

Order Cut-Off Times: Office Depot's standard delivery lead time is next business day for stocked items on orders received by Office Depot online or via phone by 5:00 p.m. on a business day. Orders outside of our next-business-day delivery zone are shipped by UPS and delivered within 2 business days.

Delivery Network: Office Depot's B2B Delivery Network allows us to maintain a local, regional, and national presence. We outsource our deliveries with contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers more than 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time

- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Items may be purchased in an Office Depot or OfficeMax Retail Store at contract prices by your authorized buyers any time the store is open

Emergency Orders

Typically, Office Depot's turn-around time for emergency orders is 4 hours. Office Depot will offer same-day delivery within 30 miles of our stocking facilities direct-service markets at no additional charge if the emergency is due to our error. We can make same-day deliveries to these locations when we receive the order by 12:00 noon local time.

Courier charges will be added to the customer's account for emergency orders that are not due to an Office Depot service failure. Office Depot will not mark up the courier charges, only pass on any additional costs for same-day delivery.

v. What is Offeror's average Fill Rate?

- Order Fill Rate – The percentage of orders that were 100% filled on the first delivery schedule for the ship to location – 97.70%
- Line Fill Rate – The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship to location – 99.22%

vi. What is Offeror's average on-time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The closest calculation to an on-time delivery percentage would be our percentage for Orders Delivered Next Day. Although we track this performance result, we do not tabulate it like we do our fill rates. Each warehouse location has a percentage of orders delivered next day. Depending on their location, they may service more remote locations than other warehouses. Overall, as a company, our on-time delivery percentage could be estimated at 99% and has historically ranged in the 97-99% range.

On-Time Delivery – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%

vii. Describe Offeror's return and restocking policy.

Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your purchase for any reason, you may

return most items in their original packaging within 30 days of purchase for a replacement or full refund. To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800.269.6888.

*Please Note: Only one return per punch-out order may be processed online. If an additional return is required, please contact Customer Care at 888.263.3423.

Exceptions:

- Furniture, Computers, and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Notebooks, PCs, and open software (with accessories in original packaging) can be exchanged for the same item within 14 days of purchase.

Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

viii. Describe Offeror's ability to meet service and warranty needs.

To the extent Customer requires Office Depot to provide warranties on products sold to Customer, Office Depot's warranties shall be limited to Office Depot-branded products. For all other products, Office Depot will pass through to Customer, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. Office Depot delivery service is discussed in Section iv.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Your designated Account Management Team will be your primary contact for all account related issues or concerns. In the event, you cannot reach your Account Manager, please contact our Customer Care Department. Once your contract has been awarded, a customer-specific plan will be provided with contacts and phone numbers.

More than 90% of the queries to our Customer Care Team are resolved during the initial contact. Unless there are extenuating circumstances, most remaining issues are resolved within a four-hour timeframe.

We offer several levels of problem resolution:

- Immediate resolution on the phone
- Standard research/resolution time within two hours

- Extended research/resolution time within four hours
- Complex circumstances involving one or more departments and/or locations with mutual Management involvement and/or approval may take several hours or days for final resolution.

Issue resolution and problem escalation will be managed through our formal Customer Resolution Form (CRF) process to ensure each issue is documented, tracked, and monitored until resolution. Office Depot's problem resolution CRF is a software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved. Every issue that can't be resolved on the initial phone call is identified as mission critical, urgent, or important and then escalated through the CRF process until resolved in our agreed-upon SLA terms.

x. Describe Offeror's invoicing process.

Office Depot can provide you a complete Individual Invoice and Consolidated Billing program on a local, regional, or national level. Multiple fields can be customized to accommodate the specific terminology of your order process. Your account can be implemented to require and/or validate specific account information at the time of placing your order. Various options available depending on whether the billing is in paper or electronic format.

Invoice Billing

An invoice is generated for each order placed by your end user. Your invoice can be sent either in daily, weekly, semi-monthly, or monthly intervals directly to the primary address or indirectly to the "Ship To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper or electronic format.

Standard information on all invoices:

- Account Number
- Account Manager
- Order Number
- Order Date
- Ship Date

Optional information that can be added to the invoice:

- "Ship To" ID
- Department Name/Number
- PO Number
- Release Number
- Desk Top Location

Media Types Available for Invoice Billing:

- Paper
- EDI
- ePDF
- eXLS
- eTXT
- CSV
- FTP (File Transfer Protocol)

Consolidated Billing

A consolidated or summary bill is generated for all orders reconciled within a given time period. Your consolidated bill can be sent weekly, semi-monthly or in monthly intervals directly to the primary address or indirectly to the "Ship To" location(s) by paper or directly to the primary address electronically. Summary bills can be sorted, totaled or have page breaks with any of our header options. Also, any of the header titles can be renamed as necessary.

If you select consolidated/summary bill, you must agree to pay the invoice in full. If you have any disputes, you simply need to advise Customer Care or your Sales Rep, who will research and issue a credit memo for valid dispute(s), which will be reflected on the subsequent consolidated / summary invoice. You cannot short or partial pay consolidated / summary invoices.

- Annual spend must be $60K or greater, and electronic delivery is preferred.
- When you send payment, simply include the consolidated / summary invoice number on your remittance.

eBill EDGE

Office Depot has developed an entirely new Green billing system. With eBill EDGE Region 4 ESC Participating Agencies will now be able to receive their billing documents in PDF or XLS format as a file attachment sent via email.

The advantages of eBill EDGE for you as a customer are listed below.

- Bills will be received more quickly via email than postal mail, allowing more time for processing.
- Bills can be emailed to multiple recipients, eliminating the need to produce and distribute paper copies.
- Bills can be stored electronically, eliminating the need for bulky physical storage.
- You contribute to "green" initiatives by reducing your carbon footprint.
- You can opt to receive in an Excel format that can be directly uploaded to your accounts payable system.

Office Depot has various eBill formats from which to choose to best fit your needs.

PDF – We have three PDF formats to choose from:

1. PDF Invoice – Our most popular invoice format. Customers choosing this format can opt to sort the SKU items by cost center, ship to location, or purchase order.

2. PDF Consolidated with Detail – For those who wish to pay by consolidated bill, this format can sort and subtotal the invoices by cost center, ship to location, or purchase order.

3. PDF Consolidated with NO Detail – For those who wish to pay by consolidated bill and do not need to see line item detail. Offers the same sorting and subtotaling options in a summarized view.

XLS – We offer several Excel formats as well:

1. Excel with Detail and Logo – All order detail presented in a spreadsheet format with key data summarized at the top of the sheet. Sorting and subtotaling options are available.

2. Excel with Detail and NO Logo – Ideal for those looking for a file that is easily uploaded to their payables system. Can also be sent without column headings for a "data only" file.

3. Excel with NO Detail with Logo – Perfect for customers requiring an Excel format without item detail. Sorting and subtotaling options are available as is the ability to exclude summarized data and/or headings at the top of the sheet.

Signing up for eBill EDGE

If you would still like your current paper bill format and would like it sent via email, then either you or your Account Representative can send an email to billingsetup@officedepot.com with your Name, Contact Information (email and phone number), and Account Number. Ideally, a departmental mailbox like accounts.payable@mycompany.com should be used.

If you would like to change your bill format, please review the sample formats, select the one you prefer, and have your Account Representative send an email to billingsetup@officedepot.com with the necessary information.

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After you create the order, it is routed back to your EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including Ariba, PeopleSoft, Jaggaer, Oracle, Data Stream, SAP, and more.

Store Purchasing Card (SPC)

We have nearly 1,400 Office Depot OfficeMax retail stores nationwide. Our national retail program allows our customers to shop at any of our retail locations for emergency, after hours and weekend purchases. Our Store Purchasing Card (SPC) is distributed to authorized users permitting them to make retail purchases in an Office Depot/OfficeMax retail store while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options including: Account Billing Only, Both Account Billing and Other Payment (cash, check or credit card) and Cash, Check, or Credit Card.

Procurement Cards (P-Cards)

Office Depot accepts credit card payments by Visa, MasterCard, or American Express. All Office Depot purchases can be paid with this card, whether by phone, fax, Internet or in-store shopping, including Copy & Print projects. We offer Level II and up to Level III data for procurement card purchases. The details of the Level III data reporting are worked out between our customers and their respective banks. This includes such information as – SKU number, quantity detail, purchase order number, department number, or other specified fields of information.

The customer is required to register each P-Card in order to be offered this service. The registration of P-Cards is done in bulk during contract implementation or on an individual basis when needed and does require an overnight system roll-up process, which means there is a one day wait required from registration before the initial use in a Retail Store.

xi. Describe Offeror's contract implementation/customer transition plan.

Office Depot will provide Region 4 ESC Participating Agenciesa dedicated and experienced global implementation team to larger customers needing special account set-ups to ensure your new office supply contract is professionally and seamlessly implemented accurately and on time. Each member of our team will have specific responsibilities and progress milestones that will be identified and communicated to exceed implementation expectations.

Implementation Team Roles and Responsibilities:

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team

- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

Implementation Project Plan and Checklist

Implementation Project Plan

The plan establishes a jointly agreed set of activities and timetable between Region 4 ESC Participating Agencies and Office Depot for all significant events, from awarding the contract to starting of full-scale service delivery. The plan will enable us to:



- Set project scope and requirements
- Agree on short, medium and long-term objectives and schedule reviews
- Outline roles and responsibilities for each activity
- Establish dependencies between key activities
- Control processes for monitoring and reporting progress
- Outline contract criteria between both parties
- Confirm ordering methodologies and eBusiness strategies

Implementation Checklist

The checklist details all operational aspects of the contract, facilitating communication between all parties. It will provide a key method of monitoring progress against agreed objectives, which include:

- Outlining local account structure
- Collating data
- Planning customer site visits and onsite training requirements
- Tracking logistics and warehousing requirements
- Specifying local service-level agreements

Transition from Existing Supplier

Developing a thorough understanding of your contract is fundamental to a successful transition. Your implementation manager is responsible for working with the internal Office Depot teams, including key account managers, customer care and contract support teams, to effectively communicate contract objectives and ensure that each party meets their related responsibilities.

Communication Needs

Clear communication is vital to the successful transition of suppliers and the smooth implementation of your new contract. This includes:

- A list of stakeholders and their information requirements
- Reports, emails, and newsletters
- Key pieces of information related to the contract

Relationship with Incumbent Suppliers

The transfer phase is critical to successfully launching your new contract. Therefore, we place a high priority on establishing effective communication with incumbent suppliers.

Together, we will:

- Define the contract transfer strategy
- Agree to account enhancement and additional solutions
- Establish transfer dates

Program Launch and Marketing

As explained earlier in Section i. of this tab, to maximize contract compliance and value, Office Depot will provide a detailed program launch designed to make your end users aware of our new partnership. We will launch our program with a series of marketing activities including:

- Office Depot Welcome Letter introducing the benefits of the contract
- Schedule of live training
- Easy-to-understand online user guide
- Introduce Web Site Tutorials

Road Shows: We will hold training sessions at principal locations to be covered by the new contract. These sessions should be attended by members of the local team, including the implementation manager and global sales manager. Sessions will provide an opportunity to outline the benefits of the contract, highlight the savings and the industry-related environmental initiatives and improvements.

User Guides: We will agree to the format and distribution methods of user guides designed to communicate account details, order methods, return procedures, frequently asked questions, and service support team contacts. These guides will be available to end users during and after contract implementation.

Store Purchasing Card: The Store Purchasing Card enables your organization to take advantage of negotiated contract pricing at any of our 1,400 North American retail locations.

End-User Training

Our approach to end-user training and contract awareness incorporates a number of initiatives which include:

Onsite Training: We will schedule training at key locations to brief end users on how to buy office supplies with Office Depot ePurchasing tools.

Website User Guides: These comprehensive guides will be made available online in Adobe Acrobat PDF format.

Ongoing Support: Our eBusiness help desks and local customer care teams will be available to all your end users.

Website Tutorials: We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.

Web Conferencing: Our eBusiness teams can establish a net conferencing training service for remote locations as needed.

xii. Describe the financial condition of Offeror.

Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, Inc., is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience. The company has combined annual sales of approximately $10.2 billion.

Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited Office Depot's balance sheets, thus ensuring our financial integrity and position in the marketplace.

Region 4 ESC Participating Agencies can assess Office Depot's financial standing in the marketplace with the following details:

- Office Depot's Federal Tax Identification number: 59-2663954
- Dun & Bradstreet number: 15-353-1108

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

http://investor.officedepot.com/phoenix.zhtml?c=94746&p=irol-irhome

See Tab 7, Attachment 7.1, for attached Dun & Bradstreet Report.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Office Depot offers a demonstration login. The information is as follows:

- Type in: https://business.officedepot.com
- LoginName: bid production
- Password: production
- Click: Login

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

Online Ordering Capabilities and Functionality

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure e-commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an eCommerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Region 4 ESC participating agencies but for their users, too.

Our Electronic Commerce Leadership and Experience

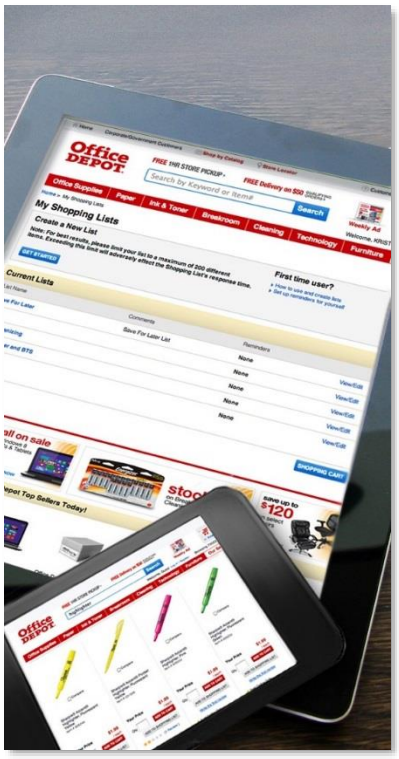
Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

Excellent Management Tools:

- Online Reporting – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- Bulletin Board – to communicate program information and post your logo

- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:



- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders

- Live Online Chat – instant message our customer care for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- 30K items – available next business day
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationery, or pull from your private warehoused items we have already created

Much like our e-commerce and web-based procurement capabilities and functionality, we offer the same features for our own website, including authorization, approval routing, and restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Region 4 ESC Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-To's
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit

- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-to's
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following features may benefit Region 4 ESC participating agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.
- Private Brand Cart, like the *Best Value Smart Cart*, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- Green Cart works in a similar fashion as the other Smart Carts, but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Region 4 ESC participating agencies may select to have only one or any combination of all three Smart Carts loaded to its account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user

- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

xiv. Describe the Offeror's safety record.

The table below shows Office Depot incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	782	3.9	3.4	0
2016		48,132,307	773	3.2	3.4	0
2017		45,331,118	726	3.2	3.4	0

The table below shows Office Depot Lost Work Case incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	214	1.1	3.4	0
2016		48,132,307	206	1.0	3.4	0
2017		45,331,118	193	1.0	3.4	0

Office Depot is committed to providing a safe environment in which our associates work and our customer's shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication, and supervision. Safety is an underlying value that we actively promote and practice every business day. Office Depot's Safety and Health program relies on each associate's active involvement to achieve our safety expectations.

The Office Depot safety program is led by our Senior Director of LP Systems Technology, Investigations and Safety & Supply Chain Safety Consultant, and Retail Safety Consultant who oversee safety

processes for their respective businesses. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety leadership to both our retail and supply chain locations.

Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.

Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.

Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.

Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.

xv. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.

One of the most powerful tools Office Depot offers is extensive usage and tracking reports for everything you purchase from Office Depot. This information will be customized to your overall program for the entire account, covering all products and orders for each line of business you purchase from Office Depot. Office Depot and Region 4 ESC Participating Agencies will set up a customer-centric business review, which will include a rolled-up summary report for corporate purchasing summarizing local activities, performance, and compliance within the corporate program. We will assist you with analyzing spend and usage data as well as monitoring performance. This will allow you to drive greater usage to your core list, identify rogue spending outside preferred contract stationer, and see actual product usage.

Office Depot can easily accommodate your reporting needs. Historically and currently, there is no additional charge for these reports, which can be sorted in up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- Office Depot Product Code
- Office Depot Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location

- Office Depot Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship to or Location Number
- Ship to by City, State, or Zip
- Office Depot Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
Percent of Lines Filled	99.75%
Average Amount Per Order	$178.12
Total Number of Backorder Lines	3
Average Number of Days/BO Line	3.4
Total Amount Purchased	$179,899.26
Total Amount Stocked Inventory	$177,800.26
Total Amount Special Orders	$2,099.00
Total Amount Credit	$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

Formats and reports available include, but are not limited, to the following options:

Usage Reporting

- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number

Cost Savings Opportunity Reporting

- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description

Order Method Reporting

- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card

Distribution Cost Reporting (Average order size)

- Customer number
- Ship-to or location number

Product Reporting

- Minority products
- Recycled products
- Manufacturer name

- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

Online Reporting

Online reporting is available on our business solutions website at any time and is simple to use. Only general account and order information is available through the Internet for a period of 12 months. Our system provides the ability to:

- Manage visibility to information based on your user roles
- Create, analyze, and print usage reporting
- Sort the history of the purchases by product type, PO, and ship-to location
- Manage and control your spending on office supplies

During the implementation phase, the Super User will designate those Region 4 ESC Participating Agencies end-users who will have access to view your online reports. We can also send you your reports electronically via email within 48-72 hours of your request. The general format is in Excel, but Region 4 ESC Participating Agencies can be set up to receive CSV files automatically by email. As an endorsed vendor, Office Depot will identify the reports required and their formats. They can be sent on a prescheduled basis or by request. You are not limited to the formats and can request customized reports at any time.

Online Reporting Dashboard

This innovative self-service tool is an effective business solution:

- Shows your spending patterns with at-a-glance charts and graphs
- Helps identify your savings and office supply benchmarks
- Provides insights to online user activity and behavior

This dashboard has it all. Everything we've built into Office Depot's dashboard will make it simpler for you to manage your bottom line.

- Annual spend
- Spend by category and user
- Snapshot of user activity
- Average Order Value (AOV) overview
- A synopsis of Office Depot services, including: Copy & Print Depot™, Managed Print Services, eBilling, Store Purchasing Card, and Technology products
- Data refreshed monthly

Screenshots are provided below. Sample reports are attached in Attachment 3.1.

Online Dashboard



xvi. Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions. Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

 Recycled – contains post-consumer and/or post-industrial recycled materials

 Remanufactured – made from quality components of previously used products

 Recycling Solutions – designed to make recycling simple and convenient

 Designed for Recyclability – easily disassembled by you after use

 Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

 Leadership Forestry – made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs

 Responsible Agriculture – source from farms that meet specific leadership standards

 Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

 Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

 Refills/Refillables – designed for continued use, helping avoid single-use disposables

 Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

 Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy – Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products


Renewably Powered – designed to work without relying on an electric connection or disposable batteries


Made with Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure


Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods


Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products


Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting, Reviews & Communication:

- Green Business Review – Our Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

- Green Product Assortment: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- Green Reporting: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

- TreeUp Program: Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:





1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at Office Depot 2018 Sustainability Report.

(URL: https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing-_-sustainabilityreport_viewreport_-_-help_sustainability-report_main_4_0_0)

xvii. Describe Offeror's social diversity initiatives. Include participating agencies ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1

diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.



Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

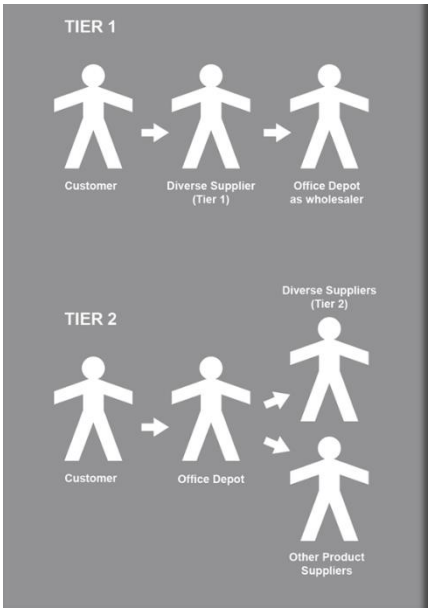
Region 4 ESC participating agencies will have the ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement. Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:



- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier 1 Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000
- Total Tier II Sales for 2016 = $312,228,158

2015:

- Tier I Sales for 2015 = $266 million
- Total Tier II Sales for 2015 = $ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
  - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
  - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
  - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners, leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefits our Tier I partners with:



- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

xviii. Provide any additional information relevant to this section.

The Office Depot® difference.

Your trusted advisor – Providing business solutions is all we do – it's not simply a part of what we do.

Accessible anytime, anywhere – We offer world-class support from real humans. Be face-to-face with us. Chat with us. Text with us.

Quality control – While some mass online competitors deal directly with 3rd-party vendors, we deal directly with our vendors so you know our products can be trusted.

Multi-channel services – Shop at any of our stores, or order online and pick up in store within an hour.* Why wait two days when you can get it now?

Pricing model – We offer incredible value with structured pricing you can rely on and build business plans around.

Supply chain success – We deliver to 97% of the US population next business day, including Alaska, Hawaii and Puerto Rico. Plus, you can conveniently pick up your order at any of our 1,300+ stores.

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BUSINESS REVIEW REPORT

Office DEPOT

CUSTOMER NUMBER: 123456789
CUSTOMER NAME: ABC CORP
REVIEW PERIOD: JAN 01, 2018 - OCT 31, 2018

ORDER SOURCE

	TOTAL SPEND	TOTAL # OF ORDERS	AVERAGE ORDER SIZE	AVG ORDER BELOW $50
TOTAL SPEND	$327,438	2,403	$136.26	$22.98
	TOTAL SPEND	TOTAL # OF ORDERS	% OF TOTAL ORDERS	# of ORDERS BELOW $50
ECOMMERCE	$298,651	2,162	89.97%	952
TELEPHONE/FAX	$1,987	65	2.70%	Save $11,043 by consolidating your orders below $50 by 20%.
STORE PURCH	$23,370	174	7.24%	
NONCODE	$3,430	2	0.08%	

*Order count includes split orders

STATISTICAL INFORMATION

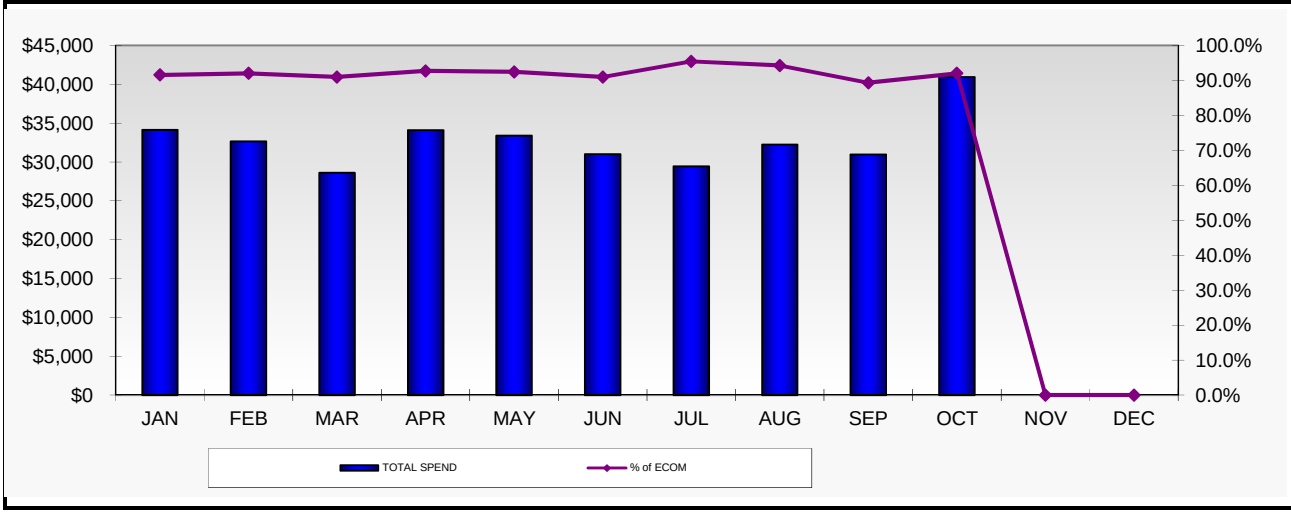
	PRIVATE BRAND	RECYCLED	HUB
Total SPEND	$183,527	$51,589	$9,052
% of Total SPEND	56.05%	15.76%	2.76%

PURCHASING TREND

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL SPEND	$34,133	$32,639	$28,595	$34,094	$33,389	$30,996	$29,438	$32,234	$30,973	$40,946	$0	$0
% of ECOM	91.6%	92.1%	91.0%	92.7%	92.4%	91.0%	95.5%	94.3%	89.3%	92.0%	0.0%	0.0%

SPEND by PRODUCT CATEGORY

CATEGORY	YOUR %	YOUR SPEND	BSD AVG %	OPPORTUNITY
Paper	44.18%	$144,671	17.34%	$0
Ink and Toner	13.55%	$44,352	22.75%	$30,140
Office Essentials	8.59%	$28,134	13.35%	$15,579
Cleaning and Breakroom Supplies	7.31%	$23,941	8.46%	$3,760
Technology	6.58%	$21,538	6.94%	$1,186
Writing and Drafting	6.33%	$20,719	5.13%	$0
Filing and Binding	4.52%	$14,803	7.21%	$8,805
Furniture	4.06%	$13,295	9.49%	$17,779
Labels and Forms	2.82%	$9,218	2.43%	$0
Copy and Print Depot	1.95%	$6,396	3.16%	$3,951
Miscellaneous	0.11%	$371	3.72%	$11,810
Managed Print Services	0.00%	$0	0.02%	$65



V: 10/12/2013

Created: 11/06/13

Orders Delivery Lead Time (CORE)

Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**3,863**	**18**	**99.5%**	**32,754**	**34**	**99.9%**	**99.9%**	
15627229	N/A	1	3,538	9	91.4%	28,911	0	88.3%	100.0%	1 day
15627229	N/A	2	235	1	6.1%	2,580	0	7.9%	100.0%	1-2 days
15627229	N/A	3	26	2	0.6%	369	11	1.1%	100.0%	1-3 days
15627229	N/A	4	8	2	0.2%	69	8	0.2%	99.9%	1-4 days
15627229	N/A	>=5	56	4	1.4%	825	15	2.5%	99.9%	

Orders Delivery Lead Time (TOTAL)

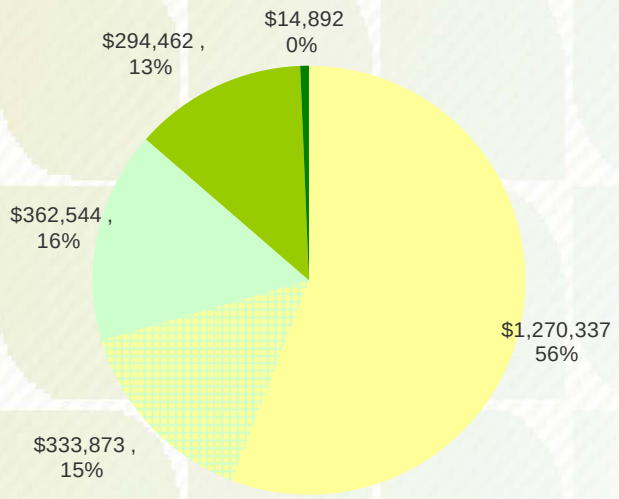
Period: 201604 - 201606

Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete	
Total			**5,165**	**24**	**99.5%**	**47,315**	**202**	**99.6%**	**99.57%**	
15627229	N/A	1	4,051	0	78.4%	34,532	0	73.0%	100.00%	1 day
15627229	N/A	2	384	3	7.4%	4,507	5	9.5%	99.99%	1-2 days
15627229	N/A	3	102	2	1.9%	1,157	11	2.4%	99.96%	1-3 days
15627229	N/A	4	37	5	0.6%	445	13	0.9%	99.93%	1-4 days
15627229	N/A	>=5	591	14	11.2%	6,674	173	13.7%	99.57%	

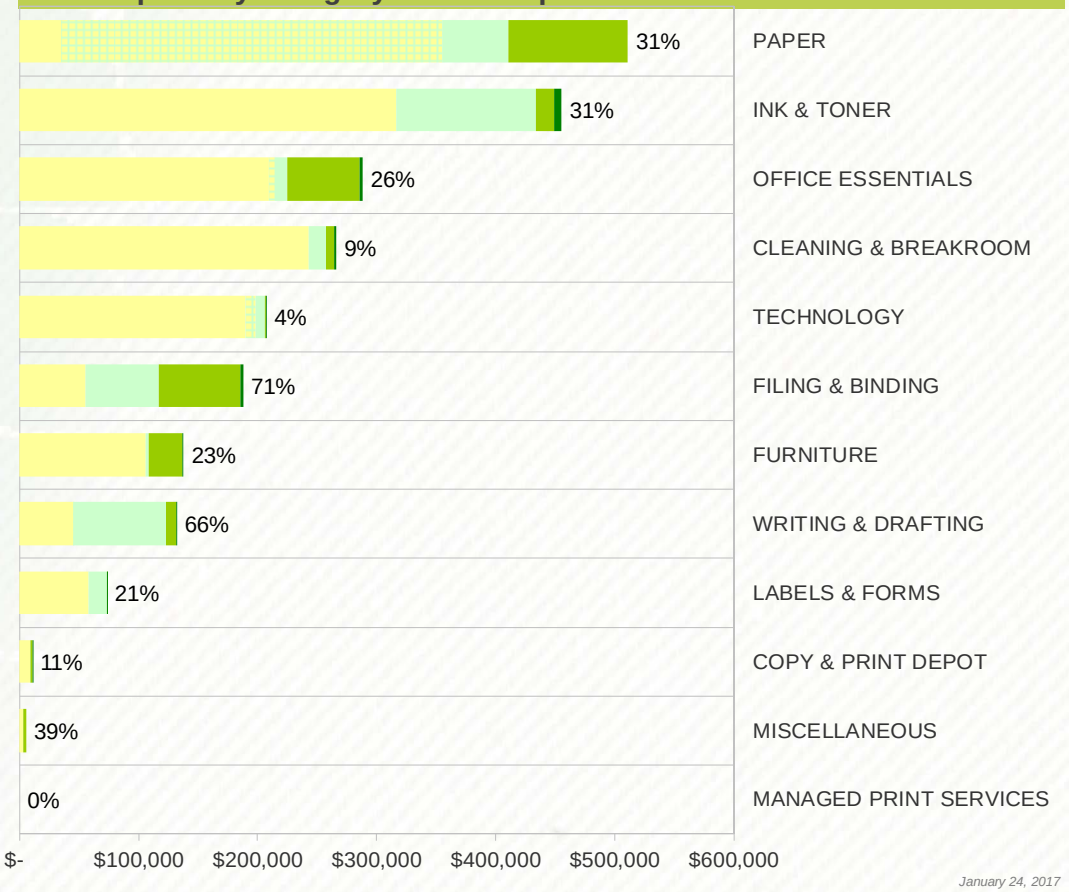
GREEN SPEND BY OFFICE DEPOT ECO-RATING

Green Spend

Total Green Spend (Light to Dark)	$671,898	30%
Mid to Dark Green Spend	$309,354	14%
Dark Green Spend	$14,892	1%
Total Spend	$2,276,107	100%



Green Spend by Category & Green Spend %



January 24, 2017

Note: Office Depot has a Green Attribute Database (GAD) in which we capture vendor claims on the eco-attributes and eco-labels associated with their products. Based on these claims, on which our reporting is 100% reliant, we apply our GreenerOffice™ Eco-rating System to rate items as: Not Green, Meets Norms, Light Green, Mid Green or Dark Green, based on the type and level of eco-attributes and eco-labels. More details are available on request. Spend is sales net of returns.

Not Green | Meets Norms | Light Green | Mid Green | Dark Green

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	**YTD**
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Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

POS Rebate Report (Detail-All Orders)

Office DEPOT OfficeMax
Taking care of business

Tab 3 - Performance Capability
Attachment 3.1

Customer Id: xxxxxxxx

Summary					42	$10,625.05	$0.00
Customer Account Level 2 Id	Customer Account Level 2 Name	Customer Account Id	Customer Account Name	Reporting Calendar Date	BSD Order Parent Order Id	Net Sales	Rebate Sales
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0944638190	($86.44)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-11	OD_0947571922	$501.33	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0947582827	$34.38	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0947747381	$49.48	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948730318	$34.60	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0948747611	$1,641.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-1	OD_0948808685	$233.98	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948862076	$66.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948869663	$34.80	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948874021	$2,556.00	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948881808	($154.50)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948924913	$109.31	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0948942234	$1,883.14	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0948942234	$165.92	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949324446	$25.25	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949348237	$9.12	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949348237	$405.11	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949361191	$35.41	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949378086	$115.06	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-2	OD_0949534185	$26.99	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949534185	$130.77	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-3	OD_0949781771	$50.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949823131	$268.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949852137	$415.10	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0949971564	$265.54	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949971564	$3.59	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0949973127	$2.79	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0949973127	$39.30	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950044947	$28.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950044947	$494.82	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950067652	$140.35	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950154201	$84.18	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950210386	$106.66	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950400951	$312.67	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950471585	$121.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950488686	$37.90	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950495592	$118.29	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-5	OD_0950512494	$17.08	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-7	OD_0950512494	$39.21	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-4	OD_0950582883	($3.46)	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0950656689	$172.24	$0.00
xxxxxxxx	ABC CO PARENT	xxxxxxxx	ABC CO	2017-Aug-8	OD_0951327791	$92.67	$0.00

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Tab Four:

Qualifications and Experience References

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 4: Qualifications and Experience

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print & document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately $10.2 billion, employs 45,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

ii. Describe how Offeror ensures contract compliance.

Office Depot made a significant investment in creating an organization, dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system which calendarizes the significant milestones of our legal agreements.

This provides us with visibility to those commitments that are time sensitive. In addition to our system enhancements, our team of Compliance Managers is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC Participating Agencies end users are receiving the service and pricing Office Depot has committed to provide.

iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?

Office Depot has sales authorization from all suppliers and manufacturers whose products are offered in our catalogs, online or hard copy. The manufacturers' warranties and other rights conferred with the sale of the products are the same when the products are purchased from Office Depot as if they were purchased from the manufacturer directly. On request, Office Depot will provide more information on particular items of concern to the customer.

iv. Describe Offeror's reputation in the marketplace.

One reflection of a company's reputation in the marketplace is its ability to retain customers over many contract terms. Office Depot has an enviable retention rate for our larger customers (Region 4 ESC and its Participating Agencies are among our largest) even in this highly competitive economic situation. Customers understand that the very lowest price sometimes comes at considerable expense in service and support. Office Depot provides the total package, equaling a highly competitive Total Cost of Ownership.

v. Describe Offeror's reputation of products and services in the marketplace.

Office Depot sells nationally and globally recognized products as well as our Private Brand Products, which are 100% satisfaction guaranteed to meet or exceed the appropriate National Brand equivalent's specifications, performance, quality, yield and suitability for use while saving the customer money. Our Private Brand Products are accepted by most customers as directly interchangeable with the National Brand equivalent. Office Depot does not manufacture the products we sell, although we determine the specifications for our Private Brand products and accept the responsibility for the quality and performance of those products.

As a marketplace leader, we have a renewed emphasis on services, researching and rolling out new ones to our customers, including many educational services detailed in our RFP response (see Tab 2, Products and Pricing), such as our technology services through CompuCom, combining our complementary capabilities, assets and infrastructure to provide a one-stop shop for all office and technology needs and enabling further efficiencies for organizations of all sizes. Office Depot can now provide end-to-end digital managed services, technology and consulting to enable the digital workplace for businesses and organizations of all sizes. This is a significant step in our evolution from an office supply company to a broader-omnichannel business services platform.

As a value-added supplier, Office Depot has earned the reputation of being highly reliable, enabling customers to plan on receiving the orders as promised and packaged properly to ensure safe delivery and storage. Our services, including our Sales Representatives' fanatical approach to providing proactive consulting support to their customers, has earned us the reputation as the most capable supplier in our industry, helping our customers achieve their goals. Our comprehensive industry-leading usage reporting package, providing nearly real-time budget management capability to each customer, is unequaled in our industry.

vi. Describe the experience and qualification of key employees.

Office Depot has assembled a highly experienced and qualified team of key employees for Region 4 ESC Participating Agencies.

Sales Team



Valya Broyer

- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.



Pam Pedler

- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 I pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program



Nancy Davis

- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Billy Grimmett



- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella



- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 I paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

Jennifer Jimenez



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 I john.saunders@officedepot.com
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo



- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Sales Support

Andrea (Turner) Konopacki



- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 I andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results

Diane Turley



- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

Marketing

Sharon Bobowski



- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
- Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak



- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.



Carla Fulmore

- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

Financial Reporting



Francine Staton

- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 I francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.



Alfredo Rodriquez

- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 I alfredo.rodriguez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

Executive Support



Steve Calkins

- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 I steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.



Tom Riccio

- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 I thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the $1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.



Susan Cummings

- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 I susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and supporting the partnership goals and objectives.

vii. Describe Offeror's experience working with the government sector.

Office Depot has become a very successful supplier of office supplies and services to federal, state, and local governments by meeting the very unique requirements of government agencies. For example, Office Depot is:

- An approved supplier of AbilityOne/JWOD products
- An aggressive and successful Tier One and Tier Two partner and promoter
- Committed to making MWDVE HUB products available to all of its customers
- A committed supplier of GREEN (environmentally friendly) products
- Able to provide service through its delivery service and retail stores in all 50 states & Puerto Rico
- Able to provide delivery service direct to US Government Agencies in 35 other countries
- Able to meet the highly varied ordering and paperwork requirements of different agencies
- Committed to providing the level of customer service that each customer feels is necessary
- Skilled at operating a secure and safe delivery system
- Constantly seeking ways to reduce costs
- Able to report detailed customer purchasing history so informed spend decisions can be made

Local Government

Office Depot has decades of experience in providing the best pricing and efficiency to local government. We have the resources with a wide variety of commonly purchased items, and expertise in specialty products, technology, environmentally preferable products, bulk-purchased items such as paper, and recycled-content items. With many categories of product and services sourced by local government, the complexity of centralized or decentralized procurement, Office Depot's strategic alliance provides greater efficiencies while delivering integrated solutions as a sole-source supplier. In addition, we commit that everything in the procurement program happens the way it should from order to order, including engaging MWBE participation. From government buy-programs,

cooperatives, and other purchase initiative programs, Office Depot is a critical business partner delivering the best overall value. Our organization's expertise in the local government market brings together program compliance with revenue-generating campaigns, and reduction in maverick spend.

K-12 Education

As an industry leader, Office Depot is in a unique position to optimize your "dollar" through the vast scope of our business capabilities. We have decades of experience with K-12 customers through our vast selection of supplies as well as value-added programs for administrators and teachers. We offer everything from school and office products, to furniture, technology, and printing, as well as facility resources and break room supplies uniquely designed to lower the cost of procurement for education.

viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

Office Depot has never declared bankruptcy. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience.

ix. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name, and title, contact phone and email, city, state, years serviced, description of services and annual volume.

a. References

Reference 1:	
Entity Name:	University of Washington
Contact Name and Title:	Claudia Christensen C.P.M., Procurement Manager
City and State:	Seattle, WA
Phone Number:	206-543-4156
Email:	claudiac@uw.edu
Years Serviced:	8
Description of Services:	Office Supplies / Furniture / Sustainability Leadership
Annual Volume:	$4,200,000
Segment:	Higher Education

Reference 2:

Entity Name:	Dekalb County Schools
Contact Name and Title:	Carla Smith, Purchasing Manager
City and State:	Stone Mountain, GA
Phone Number:	678-676-0120
Email:	carla_a_smith@dekalbschoolsga.org
Years Serviced:	10
Description of Services:	Office & School Supplies
Annual Volume:	$3,000,000
Segment:	K-12

Reference 3:

Entity Name:	City of Long Beach
Contact Name and Title:	Tara Yeats, Purchasing Agent
City and State:	Long Beach, CA
Phone Number:	562-570-6340
Email:	tara.yeats@longbeach.gov
Years Serviced:	4
Description of Services:	Office Supplies / Janitorial / Technology
Annual Volume:	$2,500,000
Segment:	Local Government

Reference 4:

Entity Name:	County of San Mateo
Contact Name and Title:	Scott Johnson, Deputy Director
City and State:	Redwood City, CA
Phone Number:	650-363-4610
Email:	sjohnson@smcgov.org
Years Serviced:	18
Description of Services:	Office Supplies / Furniture / Janitorial / Technology / Copy & Print
Annual Volume:	$2,500,000
Segment:	Local Government

Reference 5:

Entity Name:	Virginia Beach City Public Schools
Contact Name and Title:	J. Kevin Beardsley, CPPO, CPPB, Director of Purchasing
City and State:	Virginia Beach, VA
Phone Number:	757-263-1175
Email:	Kevin.Beardsley@VBSchools.com
Years Serviced:	20+
Description of Services:	Office & School Supplies / Furniture / Technology
Annual Volume:	$2,300,000
Segment:	K-12

Reference 6:	
Entity Name:	University of Arizona
Contact Name and Title:	Ted Nasser, Director of Procurement & Contracting Services
City and State:	Tucson, AZ
Phone Number:	520-621-5449
Email:	enasser@email.arizona.edu
Years Serviced:	20+
Description of Services:	Office Supplies / Copy & Print
Annual Volume:	$1,900,000
Segment:	Higher Education

Reference 7:	
Entity Name:	Eastern Washington University
Contact Name and Title:	Doug Vandenboom, Purchasing Director
City and State:	Cheney, WA
Phone Number:	208-885-6115
Email:	dvandenboom@ewu.edu
Years Serviced:	10
Description of Services:	Office Supplies / Furniture / Copy & Print
Annual Volume:	$400,000
Segment:	Higher Education

x. Provide any additional information relevant to this section.

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions



to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the market place with industry leading contract compliance while offering the right Office & School Supply related contracts.

We are proud to be an incumbent contract holder of the current Office & School Supplies contracts (R141605 and R141703). We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting not only the Office Supply contract but our adjacency Office Depot contracts as well. Our team is committed to providing a comprehensive market basket of cost-saving solutions under the Region 4 ESC and OMNIA Partners contracting label. This market basket approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

Committed to Service Public Agencies

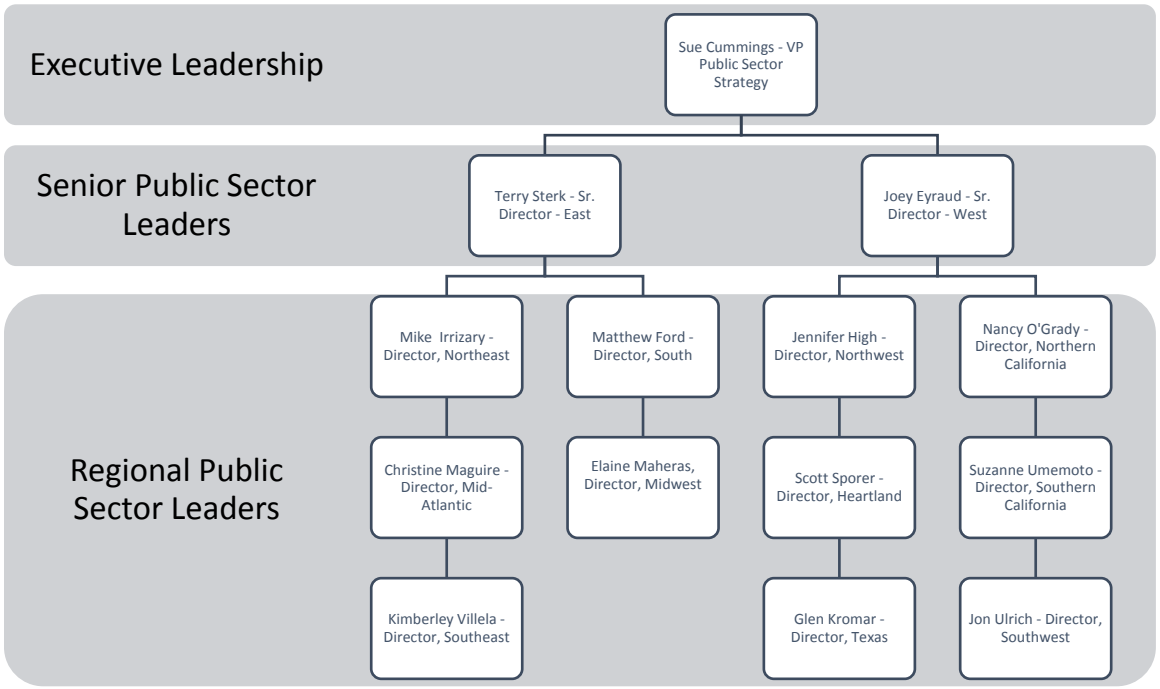
In late 2017 Office Depot made a decisive shift in our deployment model to allow us to fully align with and serve the public agencies that have trusted Office Depot for the past several decades. While we had several teams and associates aligned to public sector we are now fully dedicated from coast-to-coast with teams exclusively serving public agencies. This allows our team to match the best resources to your account, speak your language, and find solutions together by sharing industry best practices and learning.

Our current deployment model is led by Susan Cummings, Vice President of Public Sector Strategy, supported by a team of geographically deployed public sector leaders. Our Senior Public Sector Directors, Terry Sterck (East Region) and Joseph (Joey) Eyraud (West Region) are both highly tenured with a rich history of supporting and serving our public sector clients and their initiatives. Collectively, Terry and Joey have a team of Eleven (11) public sector directors that lead, guide and support our regionally based sales teams that are exclusively aligned to public agencies.

Our public teams are supported by our ancillary teams deployed with category expertise to provide knowledgeable and effective support for the categories outside of standard Office & Schools supplies, we have category specialists in:

- Copy & Print Solutions
- Managed Print Services
- Furniture & Interiors
- Cleaning & Breakroom
- Technology

Below is a snapshot of our public sector leadership team with their assigned geographies.



Each Regional public sector leader works closely with the agencies we serve to listen and understand the customer needs and work to bring solutions that matter.

Six Contracts – One Account Number

As we work to serve the needs of our public agencies and providing them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded six (6) contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions and services we provide allow us to provide our customers with all six (6) contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as Six in One.



Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.



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Tab Five:

Value Add

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 5: Value Add

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Comprehensive Public Procurement Solutions
A Look into the Office Depot OfficeMax Value Added Services

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.



We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

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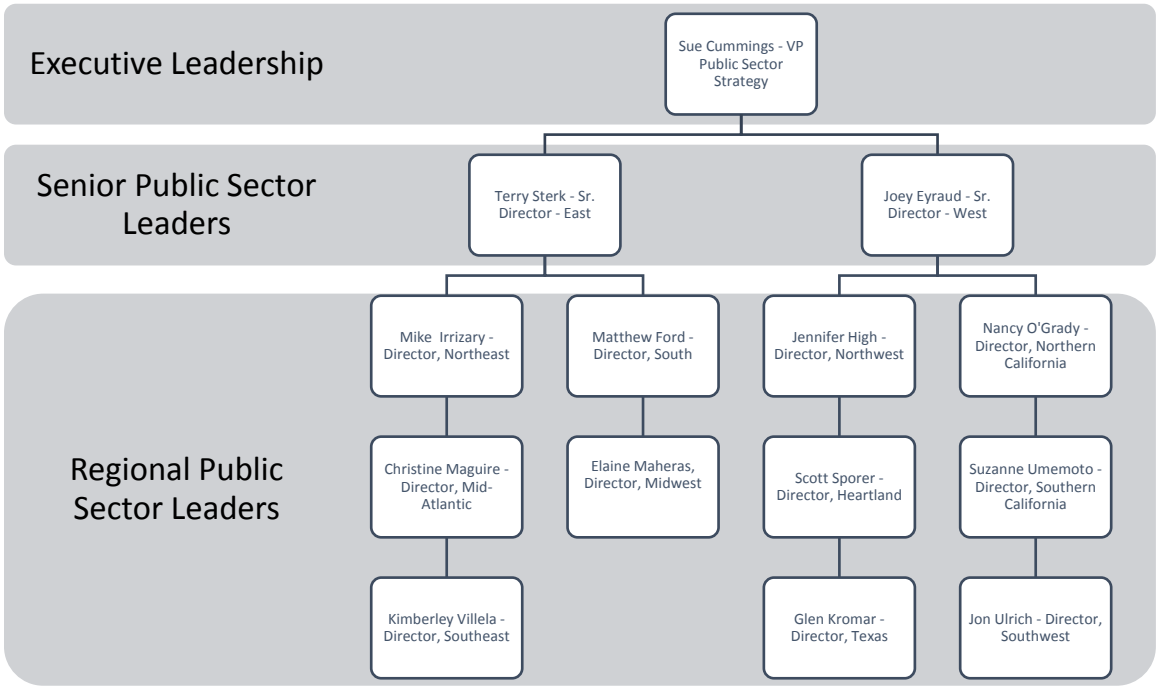
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Each Regional public sector leader works closely with the agencies we serve to listen and understand the customer needs and work to bring solutions that matter.

Six Contracts – One Account Number

As we work to serve the needs of our public agencies and providing them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded six (6) contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions and services we provide allow us to provide our customers with all six (6) contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as Six in One.



Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.



Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas that may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include:

- ★ Certificates for trees planted or carbon offsets purchased by the Agencies, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. The Arbor Day Foundation TreeUp program is described in our sustainability program; see Tab 3 – *Performance Capability* of this proposal.

- ★ In-Store self-printing capability using Participating Agencies' Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- ★ A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less that complete satisfaction.

★ All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
  - Janitorial & Breakroom Supplies
  - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
  - Print-on-Demand
  - Virtual File Cabinet
  - Brand Identity
  - Managed Print Services
  - Promotional Products
  - National copy and print program for in-store use
  - Furniture
  - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Care team with a One-Call-Resolution process

- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agency locations, from the main offices to the smallest location, a level of service that exceeds the Agencies' expectations.

Solutions and Programs

In addition to our Tab 2 – Products and Pricing Overview, for Office Supplies, Office Depot has core pillar solutions that are organizational strengths and curated specifically for public sector. With the addition of CompuCom, we also offer a greater technology offering and modern solutions for safety and security through Information Technology.

Technology through CompuCom

Knowing public agencies are looking towards technology to adopt smarter ways of working, learning, securing, and collaborating, we are proud to be adapting to these shifts and incorporating these new solutions into our long-standing foundation.

As of November 2017, our organization family grew by more than 9,000 IT Professionals with the acquisition of CompuCom, U.S.-based tech company founded in 1987. Together, we can deliver a new kind of integrated solutions offering. For our Participating Agencies, this means a deeper offering in technology, digital buildings, modern infrastructures, tech services, safety, and security. CompuCom is committed to elevating the technology experience through dynamic, proactive, and

seamless support that energizes our customer's operations, learning, and personal lives, aligning to our deep-rooted belief system.



We are not alone in our beliefs in high-quality teaching, learning, and business frameworks. Our actions bring these beliefs to life every day. Together with our partners, we are listening, learning & enabling success for the agencies we serve.

Print Optimization

Copy & Print Services

Besides the specific curriculum solution mentioned in Tab 2, Products and Pricing, Office Depot also provides comprehensive print and promotional product solutions to meet all your agency's needs. For more than 30 years, our customers have utilized our Copy and Print Depot to save an average of 25% to 40% on their print spend while also streamlining their procurement process.

Our solutions include:

- Digital print services
- Promotional products
- Signs and banners
- School spirit backpack programs
- School-specific stationery items
- Stamps and daters
- Direct mail services for mass mailing
- Consultative services



Office Depot specializes in helping Curriculum Departments manage the ordering, production, and distribution of instructional materials. We provide classroom consumables, testing materials, and professional development materials. We enable school districts to order exact quantities needed at an aggressive price point and deliver to point of need (whether that be a central warehouse or to the school level, packaged by grade level). We have helped many school districts free up thousands of dollars and hundreds of hours of teacher's time. The services we provide for our traditional educators transcend to our public agencies in the areas of training, employee manuals, human resource materials, community outreach materials and more.

Our state-of-the art production equipement allows us to take on your curriculum & testing needs and deliver on time and when you need it. Our largest facility in Grand Prairie, TX, worked with a school district to help them prepare for the 2018-19 School year; that project netted more than 87,000 workbooks. Our project managers worked along-side the curriculum department to ensure the right materials were printed, packed and labeled for delivery to the district. Imagine the possibilities, then think differently when it comes to producing your next print project. #depotdifferent

Our Web-based Online Print Center is an innovative print ordering service that helps public agencies meet their everyday printing needs, as well as time sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,300+ Office Depot or OfficeMax retail locations or customers can opt to save time and mailing costs by having their order shipped to their preferred destination. Region 4 ESC contract users can place orders online 24/7 from any computer with and web connection.

MyFiles Digital Archiving

Agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Allows employees to spend more time focusing on their core competencies and less time preparing materials
- Order only the quantity needed thus saving budget dollars
- Decentralize the print procurement process
- Allow specific departments to control the content of printed materials directly from the desktop
- Enhance version control

We understand this, so one of the main goals of our solution is to provide a more streamlined procurement process. Performing core job competencies is the goal and our print programs not only give more time back to your employees it also stretches their budget dollars, so they have the all the necessary materials to complete their assigned tasks. We accomplish this by offering a completely integrated print/promo solution located directly on our Office Depot business web site. Our solutions can help you:

- Repurpose staff – Office Depot can suggest ways in which agencies can retain key personnel and, in some cases, subsidize payroll dollars through supplemental revenue streams.
- Rationalize copier fleets – Office Depot can share our expertise and understanding of machine utilization down to the school level. Our Total Cost of Ownership analysis will help you determine what equipment is necessary. Enabling you to make informed buying decisions.
- Increase productivity – Office Depot can modernize the fulfillment of printed materials utilizing state of the art technology. Our hands-on approach to taking an active role in training individual agencies and departments results in increased compliance.
- Reduce waste & obsolescence – Statistics show that waste and obsolescence factor run high in the Education Market as well as other public agencies. Often reaching the 18-20% realm. Blending your current strategy and our customized programs together we can work to minimize the financial impact well into the single digits.
- Complement existing state – Office Depot can introduce additional products and services that enhance your current offering.

At Office Depot, we don't teach, prepare lesson plans, build roads, remove snow, or train our first responders. But we can help you do what you do best by taking printing and copying chores off your hands.

Managed Print Services

In today's challenging economy, organizations are continually looking for ways to reduce expenses and improve productivity. For many organizations, the printing environment represents an untapped opportunity to save money. Nevertheless, the total cost of managing and printing documents along with the pathway to driving improvements remains a challenge.

THE OFFICE DEPOT THREE-STEP APPROACH



Office Depot understands the issues and opportunities associated with typical printing environments and highlights the value-added services available from Office Depot that can help organizations take the logical steps to meaningful savings and improvements in productivity.

In organizations that have successfully implemented Managed Print Services, the breakdown of service requests begins to reveal what it takes to support an office printing environment.

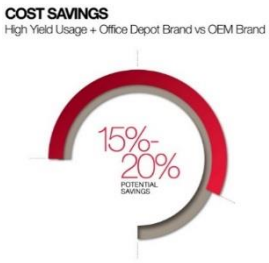
Controlling and managing toner spend represents a natural starting point. Getting this right, addresses a large portion of the total print spend. For example, Office Depot ships approximately 1.7 million toner cartridges to Region 4 ESC Participating Agencies per year, at a cost of $100 million. Each order for a toner cartridge requires an employee to make a phone call or go online to submit the order using up valuable man-hours.

A new value-added service from Office Depot, the Auto Toner Replenishment service, automates the ordering process for Region 4 ESC Participating Agencies who purchase toner.

Auto Toner Replenishment is a free service that enables Office Depot to ship toner just-in-time, based on requests received directly from the printers on the organization's network.

Benefits of Auto Toner Replenishment include:

- No need for employees to place toner orders – giving valuable time back to the organization
- Reduction in onsite toner inventory
- Next-business-day delivery, using Office Depot's world-class logistics and distribution network
- Improved printer up-time and efficiency – printers will always have the toner they need when they need it



- Most network printers are supported by a large assortment of national brands and Office Depot® brand products – more than 3,000 ink & toner choices in stock
- Reduction of old supply waste by utilizing the Office Depot recycling program for supplies and equipment.
- Comprehensive reporting and insight providing data to further optimize the organization's printing environment

After Auto Toner Replenishment has been running for 30 days, your organization will receive the initial Office Depot Print Assessment, which includes the following:

- Usage and performance data for the entire printer/MFP fleet
- Total cost of ownership (TCO)
- Recommendations for optimization and further cost savings



The Office Depot Print Assessment provides facts on key areas to optimize the print environment, including:

- Saving more on toner spend: Using high-yield toner cartridges and establishing the right balance between Original Equipment Manufacturer (OEM) toner and Office Depot® Brand remanufactured toner could save 15-20% on current toner spend.

- Freeing IT from printer-related issues: With an Office Depot Managed Print Services contract, break-fix services can be outsourced, which will enable IT to focus on higher-value projects. Office Depot provides a 4-hour response and typically restores printers to operating order within one day.
- Optimizing equipment: Printer purchases have historically been decentralized, enabling the total number of devices to grow unchecked. Larger multifunction devices often have advanced capabilities that are largely unused. The data from an Office Depot Print Assessment coupled with insights on employee workflow will help create the roadmap for ongoing cost savings and productivity gains. Equipment optimization can include: rebalancing print volume to more productive equipment, replacing aging printers and multifunction devices, or remapping the entire print environment to drive significant cost savings.

As an unbiased and vendor-neutral advisor, Office Depot is in a unique position to help optimize organizations print environment. Backed by dedicated Account Managers who understand the challenges associated with the printing environment and strategic partnerships with Hewlett Packard, Lexmark, Xerox and others, Office Depot can provide the most comprehensive solutions the industry has to offer.

Office Depot can enhance Printing and Document Services

In an effort to reduce expenses and increase productivity, Office Depot can enhance your printing and document services. With dedicated national Public Sector print consultants, school districts can be assured that Office Depot understands institution-specific needs.

Office Depot can assist organizations leverage today's technologies along with their existing Region 4 ESC contract pricing to save up to an additional 40% on their true cost of print procurement. This assists Public Sector customers in the following ways:

- Save up to 40% over your internal print costs on larger run print jobs
- Decrease the need for large production-style technology. As Xerox's second largest customer in the U.S. Office Depot has already invested in today's latest and greatest technology so customers don't need to
- Move to a just-in-time print procurement model to save dollars and reduce waste
- Increase the ability to track and control print spends
- Consolidate print spends and increase rebates via a complete suite of custom printing offerings, including print on demand, Virtual File Cabinet, stationery items, custom stamps, promotional products and more

The Copy & Print Depot™ team provides a free Total Cost of Ownership analysis to give organizations a comprehensive view of the true cost of their printed materials. Participating Agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot™ print services and leverage copier fleet expenditures, create internal revenue streams and more.

- Financial impact study: Most organizations are not aware of their true cost to produce a copy. Office Depot will show the effects of a copy and print program on rebate dollars and bottom line.
- Comprehensive implementation: A detailed list will identify all tasks required to enable a successful launch and smooth transition.
- Flexible configuration: Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

At Office Depot™, highly-trained Xerox®-Certified Print Specialists will create powerful tools to help organizations communicate their messages clearly and effectively. With 1,300+ retail locations, 4 commercial printing facilities, 6 closed-door printing facilities, and online printing capabilities, Office Depot provides all the resources and convenience organizations need.

Products and services include:

- Black & White and color copies
- Free document archiving
- Flyers, newsletters & brochures
- NCR Forms & labels
- Banners and Posters

Copy & Print Depot also provides a complete list of finishing services, including:

- Binding
- Collating
- Cutting
- Stapling
- Laminating
- Mounting
- Folding
- Hole-punching

With today's decreased budgets, organizations are looking for strategies to maintain their print shops and personnel. The Copy & Print Depot™ team specializes in introducing products and services that can enhance print shop capabilities. They pay for the high-cost technology, software, and labor.

And, organizations gain access to state-of-the-art solutions from simple black & white copies to oversized signs and banners. These include:

- Enhanced product line up – organizations can take advantage of new and exciting products and services without the capital investment.
- Creation of revenue streams to support print shop personnel

- Ability to outsource short-run labor-intensive jobs that require added assistance
- Free distribution throughout your organization
- A ready partner for the organization's peak seasons: Office Depot has the capacity to provide a host of comprehensive services when it is needed most.

The combined power of Managed Print Services and Copy & Print Depot™ allows Office Depot to enhance the printing environment with a Total Document Solution. Office Depot is one of the only companies focused on making the print procurement process less expensive and more efficient while consulting with organizations on how to decrease their capital investments on copy and print hardware.

Environmental Strategy Summary

Office Depot's global environmental strategy can be summarized in a simple statement: We strive to Buy Greener, Be Greener, and Sell Greener. Our GreenerOffice Program provides solutions to help our customers pursue these goals.

With no universal definition for 'green' office products, we have gone to great lengths to create one. Office Depot has not only measurably improved our own environmental performance but also enabled our suppliers and customers to do the same. We aim to understand our customers' environmental needs through meetings, surveys, focus groups, and seminars, and leverage these insights to create greener products and programs to serve our customers' needs.

We market products with meaningful eco-attributes and eco-labels in multiple ways, including through our industry-first *GreenBook*, an exclusive catalog filled with our greenest products; our GreenerOffice website, a website with all our greener choices in one place; onsite and online webinars; and onsite vendor shows. Most of our environmental metrics are independently reviewed by PricewaterhouseCoopers—and have been since 2007, adding further credibility to our environmental claims. We work to:

- Reduce our waste footprint.
- Reduce our facilities carbon footprint.
- Reduce our transportation carbon footprint.
- Reduce our water footprint.

Products include:

- Greener ink and toner solutions, including quality reman products.
- Greener Managed Print Services solutions.

- Energy Star-qualified printers and monitors.
- Duplex printing, pay only for actual pages printed (no charge for scans and electronic files not printed)
- Recycling solutions, including free pick up of depleted toner.
- Working with our vendors on product Life Cycle Analysis (LCA).
- Supplies delivery by paper bag instead of a cardboard box.
- Water filtering solutions that serve as alternatives to bottled water.

Additional initiatives include:

- GreenerOffice Rating: a rating system for greener products.
- Greener Alternatives Tool: a report to identify greener alternatives for high-volume products.
- Green Select Cart: online functionality that encourages greener choices.
- Reports on green purchases, including:
  - Green Business Review: comprehensively documents green purchasing.
  - LEED Credit Report: tracks purchases that support LEED for existing buildings.
  - Federal CPG/Executive Order Reports: Federal CPG/Executive Order Reports: purchases that meet Federal green standards.
  - AASHE STARS Report tracks purchases for STARS credits.

Recognition: Office Depot's efforts to BE GREEN have been recognized for several years. Our environmental awards and affiliations include:

- 2016 LEED EB Gold Certification
- 2015 Sustainable Purchasing Leadership Council (SPLC) Supplier
- 2013 Climate Leadership Award from U.S. Environmental Protection Agency Protection Agency: recognized for achieving 29% Carbon Footprint Reduction in the U.S., aggressively beating its 20% reduction goal one year ahead of schedule.

In Summary

Printing is a critical component of any organization. Ensuring the right supplies are on hand and printer fleets are working at peak efficiency will enhance overall productivity, while cutting costs.



By utilizing the Office Depot Managed Print Services Program, organizations can:

1) control and manage toner spend
2) optimize the printing environment
3) enhance printing and document services

This three-step approach, combined with 30 years of account implementation experience, enables Office Depot to address today's printing-related challenges with comprehensive solutions, and dedicated support.

Advancing Technologies

Technology

Office Depot sells more than $4 billion annually in technology products and solutions in North America (all channels).

This buying power, combined with partnerships with the top manufacturers and distributors of technology products positions us to compete for a wide spectrum of the school customers' information technology (IT) needs, along with all our solutions, providing convenience and scale.

Our highly trained/certified team of dedicated sales and solutions professionals and our world-class B2B web platform enables us to serve as a trusted advisor for one of the most strategic categories of investment of most schools, vital to their operations continuity and success.



The Technology Solutions division of Office Depot helps define and deliver solutions that help our customers meet their goals, are innovative and relevant, and are backed by industry-leading support and customer service.

The areas of focus for our technology solutions include instructional tools, infrastructure, devices, professional development, digital building, safety & security, and furniture.

- CompuCom™ - As mentioned, Office Depot has extended the depth and breadth of our technology and technology service portfolio with the acquisition of the highly respected technology company; CompuCom.
- Devices – Office Depot offers a wide range of devices that support an enriched learning environment and that help connect digital curriculum and the product used to deliver it.
- Infrastructure – Get the design, efficiency, power, and value you need with top-brand servers and other IT essentials
- Tech Tools and Manipulatives – Our cutting-edge tech tools help you powerfully present and explain ideas by enabling cooperative

- Professional Development – We provide training for teachers and administrators on how to bridge the gap between curriculum and technology in the classroom through digital content and device training.
- Furniture – Office Depot offers customized furniture solutions for the classroom that are flexible to support various learning styles and stations, as well as support the technology that resides in the classroom.
- Digital Building and Digital Classroom – For capital projects, Digital Building technology from CompuCom delivers upfront construction savings, significantly lower operating costs, and modern digital learning spaces that drive collaboration, efficiency, and engagement. Partner with us to leverage building automation, Internet of Things (IoT), Power over Ethernet (PoE), and other emerging technologies to create an interconnected, safe & secure building that'll be the foundation of your digital transformation.
- Communication and Connectivity Offerings
  - System and Technology Individual and Integrated Services – Audio Visual, Communication and Connectivity, Controls and Automation, Security and Life Safety
  - Strategy and Tech Plan Creation Services – Current State and Future State alignment.
  - Program Management Services – Administration of your real estate and District IT Projects.
- Remote Monitoring Services
- Disposition Services – Office Depot can help agencies dispose of technology equipment in a safe and environmentally responsible manner. By taking advantage of our recycling and disposal services, they can turn unwanted or obsolete technology into useful raw materials.
- Document and Image Management – Office Depot delivers quality document imaging, microfilming, secure storage and shredding. We scan paper of any size, shape, and condition as well as photos, microfilm, oversized maps and more. We help to protect data with powerful document and security records management tools to meet the needs of Region 4 ESC and Participating Agencies
- Website – As an e-commerce pioneer, Office Depot has connected more than 325,500 customers with over 1,388,000 users. Ninety-five percent (95%) of our national account business is processed via the Internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only simple for you but fast for your users too!

Office Depot offers a full suite of services to help all aspects of the IT Lifecycle from the cost-effective planning, acquisition, and deployment of a school's technology assets, to their efficient funding, management, and disposal. Our value-added services allow our educational customers to focus more on reaching their instructional and learning goals.

Furniture Program Overview

Office Depot furniture has been a key solution with the Region 4 ESC General Supply Agreement from the start. The Region 4 ESC furniture assortment is comprised of our stocked, private and name brand coded and catalog selection, and represents over 12,000 unique items. With our in-house furniture (non-wholesaler) inventory, we are a leading distributor in quick-ship, stocked furniture in the USA core assortment (1,200 items), with a selection of school furniture, and full-line of office furnishing and accessories, lighting, ergonomic tools from our catalog assortment was added in 2009, and is represented in our Region 4 ESC Furniture Solutions Catalog, Education version, designed to meet the needs of school customers.



Furniture Organization, Sales and Support Infrastructure

Office Depot's furniture division has experienced significant growth in resources, and capabilities since combining our Furniture & Interiors Divisions. Today, we have a unique position in the marketplace, as a true national distributor for Furniture products, representing over 350 furniture lines, with $450M in annual contract furniture (non-retail) sales. As a single-source furniture resource for schools, we provide a full-scope, turnkey options, including Transactional Furniture Programs, Contract Interiors Furnishing and Fixtures, Design-Build solutions, and Facility and Furniture Management, Delivery and Installation services.

Our team includes dedicated, and talented furniture professionals, plus, an Inside Furniture Support and Furniture Customer Service teams providing support to our customers. Our group is comprised of Furniture Sales & Account Managers, Furniture Vertical Market Managers (focused on standards development and cost-saving solutions), and School Specialists, Designers, and Project Coordinators, Project Managers, Inside Sales Support, and Customer Service staff. A complete furniture team and an organizational structure weighted heavily in support functions and built to provide exceptional customer support.

In 2009, we introduced a shared furniture services group for Design, and Inside Account Support Consultants to manage customer programs, including Region 4 ESC. These centralized teams are based in Chicago and Los Angeles and help us effectively manage fluctuating demand and drive many of our process management improvements to support national contracts. Unlike the static support model, our shared resource team provides the advantage of sharing the demands of local furniture teams, making these representatives more available to customers.

And, because we share the same systems, documented processes, and procedures across the country, you can always count on Office Depot furniture for consistent pricing and service. Furniture utilizes the same ordering platform as supplies, ensuring consistent pricing, reporting, and order tracking through invoicing. With our online ordering platform, we can create a customized ordering standard to comply with school buying guidelines. Office Depot has complimentary specifying and design

programs (CAP, GIZA, and AutoCAD software) to support complete specifying, and planning of customized, project solutions from small projects, renovations, to new construction.

Locations – Furniture Showrooms

Our hub-and-spoke operational model means that every local and satellite office enjoys the support of a strategically positioned regional office. And, any office can tap into the extensive wealth of resources and knowledge spread out across our national network. So, no matter what services a school needs, you can count on the same consistently high level of service. HUB locations and showrooms include Los Angeles, San Francisco, Seattle, Chicago, Houston, Columbus, Pittsburgh, and Atlanta. With furniture staff located in 13 Regional Office Depot locations.

Delivery, Installation, and Maintenance Services

Office Depot Furniture delivers coast to coast. Our professional delivery personnel experienced in handling and assembling School furniture. The benefits of working with a single-source national furniture dealer also can be realized from a logistical standpoint--ensuring that your organization receives consistent service anywhere in the US, and allows us the strategic advantage of managing your order, accommodating changes, delays storage, and follow-up maintenance services

We work closely with our 350 installation partners on accuracy and quality in all our labor services. Our installation team is provided with a packet of in-depth information—communicating every detail of your project. And because our installation experts have been factory trained and certified in systems and modular installation, satisfaction is guaranteed. If your project is delayed by construction, we have available facilities to safely house your investment.

Transactional furniture orders, including small custom orders, are managed, for our customers' convenience through our distribution centers and furniture delivery trucks. As part of the delivery service, we provide a notification call prior to delivery, and placement of furniture in your room-of-choice.

School Furniture Program

Office Depot is very proud of our school furniture program, an area that has been a primary focus of our program for the past 15 years. We are committed to growing and developing and investing in our school program which represents the fastest growing business segment in furniture since 2012. We have extensive experience, and a strong customer base of customers, like the Gilroy School District, GreenDot Schools, and Higher ED including UCLA, Brown, and Cal State Universities, to name a few.

Learning Environment Offering

We have learning environment solutions that are effective, efficient, and complementary to your current standards program. We offer a vast selection of manufacturers with the capabilities to address needs great and small—without sacrificing any existing standards programs. Choose from thousands of furniture, technology, and supply items and accessories to help reach your modern learning goals and accomplish strategic initiatives:

- Modern Classrooms
- CTE Spaces
- STEAM and STEM Spaces
- Maker Spaces
- Media Centers
- "Real World" Inspired Spaces
- Educator Planning and Meeting Spaces
- Community/Learner Spaces
- Locker and break room equipment
- Training room furniture
- Modern Common Areas
- Specific Learning Environment –paired supplies and tools



Our approach is to provide a complete product and service solution for schools, from K-12 through Higher Education, including classrooms to cafeterias, reception areas to private offices, as well as libraries, dorm rooms, computer labs, auditoriums, art rooms, STEAM spaces, MakerSpaces, and science labs, we're your one-stop provider. And, special programs including our in-house stock of classroom furniture in 12 distribution centers to accommodate our customers have furniture during the peak buying period, and prior to school opening.

With rapid changes in classroom and school design, driven by progressive teaching methods, increased classroom sizes, and technology, our customers requesting our value-add service package that includes complete specifications and standards development, and our Modern Classroom consulting package, demo, and detailed facility guidebooks. The focus for Schools has changed to complete facility design, flexible, modular designs aligned to instructional goals versus individual product.

Region 4 ESC has been a terrific partner, enabling us to engage with the customer early, and develop a complete solution and drive cost-saving specification, and an exciting partner to continue our growth in our School furniture business.

Commitment to Green Practices

Refurbishment, recycling, and Green Certified products are central to our program. We've partnered with ANEW, the Asset Network for Education Worldwide. ANEW provides reuse alternatives for surplus materials. Our programs are managed by our in-house LEED Certified Designers to ensure we meet our customer's goals. And, we offer in-house compliance software for tracking certification of renovation projects, under certification consideration.

CREATIVE SERVICES	PROJECT MANAGEMENT
• Space Planning • Specifications • 3D Views & Renderings • Finish Specifications • Installation Drawings	• Vision Session • Establishing Project Parameters • Managing Successful Project Support • Ongoing Support
LABOR SERVICE	**FINANCIAL SERVICES**
• Delivery • Warehousing • Installation & Reconfiguration • Refurbishment • Move Management • Repair	• Leasing • Renting • Financing • Used Furniture Brokerage
CUSTOM SOLUTIONS	**REPAIR SERVICES**
• Standards Program • Sustainability / LEED • E-commerce	• Requests for Repairs • Ongoing Services • Project Inspections • Ergonomic Assessments
PORTFOLIO OFFERING	**TURNKEY SUPPORT TEAM**

• Comprehensive Furniture Solutions
• Comprehensive Technology Solutions
• Digital Building
• Curated Need and Subject Aligned Modern Supplies and Manipulatives
  ▪ Cleaning and Breakroom Solutions
  ▪ CTE, Maker, STEAM Supplies
	• Former Educators as Consultants
	• Educational Specialist
	• Innovators
	• Designers
	• Project Managers
	  ▪ Key Point of Contact Account

Healthy & Safe Work Environments

Janitorial

We understand that high morale and a sustainable clean, productive school environment is instrumental to efficiency and student achievement. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will access and customize a program to meet your goals.

Office Depot currently holds a Janitorial contract (R162102) with Region 4 ESC that has enjoyed significant acceptance and adherence in the two years since inception. The contract is currently in full force and effective through February 29, 2020, with two one-year extensions available after that date.

Our overall contract goals included:

- Healthy & Safe Schools
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

It is extremely important that we support the key drivers that drive our ability to achieve these goals and are aware of market trends where we can focus and help drive results. Our unparalleled expertise and supply chain can help to identify and correct any issues the customer may have and even have not been identified. There are many identified & unidentified opportunities we can certainly assist with, for instance, did you know:

- # of Days Lost in K-12: Common Cold: 22M Days Lost; Influenza: 38M Days Lost
- In K-12 there are 8-10 Colds per year/student
- Avg. Absences/Year in K-12 from Colds/Influenza: Students – 4.5 days & Teachers – 5.3 days
- Only 43.5% of school districts provide guidance for disease prevention and infections
- Students 7x more likely to drop out
- Teacher absences cost more than $25 billion annually
- Absenteeism is a hot topic at higher stakeholder levels
- Absenteeism impacts grant money & federal subsidies



- 'The Staff Lounge' is the origin of collaboration
- Impromptu meetings driven by better staff lounge environments are fundamental to morale and great ideas
- Creating social environments inside schools can create a positive effect on learning

Office Depot – Workspace Facilities

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you'll find the solutions from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage your facility products and services solutions, you will be able to allocate more resources toward your core business instead of toward maintaining how your business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are your single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for you

Approach

Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on-site assessments to fully understand the current products and processes. We then will actively listen to your stakeholder's needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.



The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next day delivery. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs.

Facilities Solutions:

Office Depot's Workspace Facilities assortment features quality products for all your facilities – cleaning, breakroom, and facility supply needs:

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet your needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber.

Breakroom Services

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix your brewer or filtered water system. We have everything you need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment / Coffee Brewers. We provide brewer options for both traditional coffee as well as single-cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me-ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more



Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot difference*.

Safety and Security

As schools shift to modern learning and modern environments, a top priority is the safety and security of the students, staff, and faculty, no matter where they are within the school. And, in the 21st century, school safety also relies on safeguarding critical information, assets, and systems. Safe schools have a sense of comfort and are more conducive to preparing children for the demands of a competitive, global workforce.



How Do You Get There? Schools typically follow this roadmap to improve the safety and security of their campuses. First, they use the network as the platform to achieve effectively, efficient collaboration and information sharing. Next, they deliver all services over a centrally managed, converged IP network. They implement well-planned, robust network architectures and infrastructures for improved communications between faculty members, students, and staff. Finally, use of wired and wireless technologies to ensure that physical environments are safe and network environments are secure.

This roadmap is dependent on various factors such as budget, time, foundation, change management, and overall Region 4 ESC Participating Agency capacity. Office Depot and CompuCom work alongside District leadership teams and their stakeholders to innovation roadmap, achievable and sustainable pathways for our Region 4 Agencies.

Efficiency Services

Customer-Centric Business Review



Office Depot provides planning meetings with our public agencies. Our Business Review process is a high-level summary which ties together all the statistical information that we gather on our performance and resulting time/cost savings. We will provide Region 4 agencies specific performance data based off our programs. This process also allows us to compare each agencies performance to find best practices, innovations and ensure all departments are performing to established standards.

Our review will be customized to provide the specific format and metrics that Region 4 Agencies would like to evaluate. The goal of these reviews is to provide more than "raw data." Our objective is to create documents that will show in one page how we are doing in meeting objectives within the goals of the partnership such as cost reduction, purchasing efficiency, end-user spend, service levels, reallocation of resources into strategic plans.

The Office Depot account management team will assist each Region 4 Participating Agency location by analyzing spending and usage data. This process helps you by providing a consistent quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer and analyze actual product usage.

Business Reviews include:

- Our customer's initial objectives
- Previous time-period accomplishments and objectives for the next reporting period

Performance Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

Strategic Planning

- Initiatives review
- Budgeting and reallocation
- Next steps & planning

Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

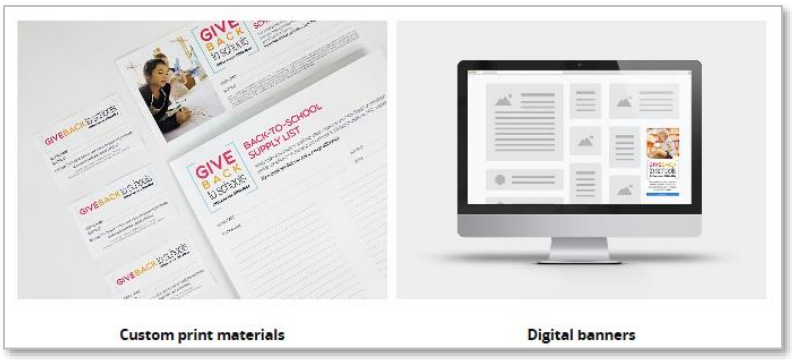
Give Back to Schools Program



Office Depot is committed to education across our omnichannel network: retail, direct, and contract, where we are promoting our 5% back to the school's program. This is an opportunity for our Region 4 ESC schools to achieve additional reallocation by earning 5% back through a School Promo ID and retail purchasing.

Office Depot also helps schools spread the word by providing free tools they can use in their School community.

Shoppers can simply make a purchase of qualifying school supplies, provide their school's ID at checkout (in-store and online) and the designated school will receive 5% back in credits for FREE supplies. It's a small act that can make a huge difference.



This is a meaningful way that the entire District community can participate in advancing their School's educational mission.

Future Orders Program

Planning, budgeting, and staffing are important factors in maximizing school resources. Office Depot supports advanced bulk ordering that helps schools do just that.

Schools can plan and maximize budgets by taking advantage of our Future Order capabilities to order back-to-school supplies for a future date, delivered 21-180 days out— and have the peace of mind that their order will be there when they need it.

Best of all, we're committed to having items in stock and we'll provide a consolidated statement for convenience.

Future Order Program features at a glance:

- **Curated school supply list**
  Choose from 2,000 school supplies that you need most
- **In stock and ready**
  Rest assured that our in-stock select items are ready when you need them
- **Delivery**
  Schedule your order to be delivered by your requested time frame
- **Extended cancellation window**
  Take advantage of more time to cancel your order, should you need it
- **Statement consolidation**
  Keep your Future Order items together with one consolidated statement

Stocked Assortment:

Driven by usage from our Region 4 ESC contract, we stock the 2,000 SKUs in the school supplies customers need the most during this season.

Closing Commitment

Our Commitment

We commit to providing our Region 4 ESC partners our creative and professional best and treating them with integrity and respect. We commit to upholding and enhancing our company's reputation for excellence. We customize each endeavor to ensure that what is offered is the best match for the holistic need of the district, teaching teams, educator, and most importantly the learner!

- Committed to Service
- Committed to Solutions
- Committed to YOU!

With all of this, we believe that Office Depot is the right choice for Region 4 ESC and its Participating Agencies. We thank you for this opportunity!





Tab Six:

Additional Required Documents (Appendix C)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 6: Additional Required Documents (Appendix C)

APPENDIX C

ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date _____ Authorized Signature & Title _____

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

EXCEPTIONS

Office Depot has deemed that a limited set of information provided in our response is a trade secret and proprietary and exempt under the Public Information Act. All pages which have been deemed as trade secret and proprietary have been notated in the header of the respective pages in red with the following verbiage. CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.

Tab	Appendix	Page(s)	Proprietary and Trade Secret
1	Appendix B	13-15	All Contract Exceptions noted on pages 13-15 are considered Proprietary and Confidential, unless contract is awarded
7	Appendix D, Exhibit A	195	Question C – Cooperatives - Office Depot's cooperative contract and state contract annual sales volume is proprietary and confidential and is not publicly reported as a separate line item in our earnings report; all other data is public record.

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Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Office Depot, Inc.

Address

6600 N Military Trail

Boca Raton, FL 33496

Phone

561-438-4800

Fax

800-593-8830

Contact

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Official Authorizing Proposal

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

INSERT DOC 1295 of FINAL PDF HERE

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Susan Cummings, as an authorized representative of Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Form Revised 10/27/201



Tab Seven:

National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Appendix D

Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

REGION 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), is requesting proposals for office supplies, related products and services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams may work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental

agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost-effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties, and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to

Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately $10.2 billion, employs 46,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

B. Total number and location of sales persons employed by Supplier.

Office Depot has approximately 1,000 Sales Representatives and Sales Support Team members supporting the contract customers including those that would be covered by the proposed contract. The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

C. Number and location of support centers (if applicable) and location of corporate office.

Office Depot has approximately 65 sales offices located in the USA at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate HQ	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766

Hi	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173
IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E LEWIS AND CLARK	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046
ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Fort Worth	14600 Trinity Boulevard, Suite 300	76155
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320

VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

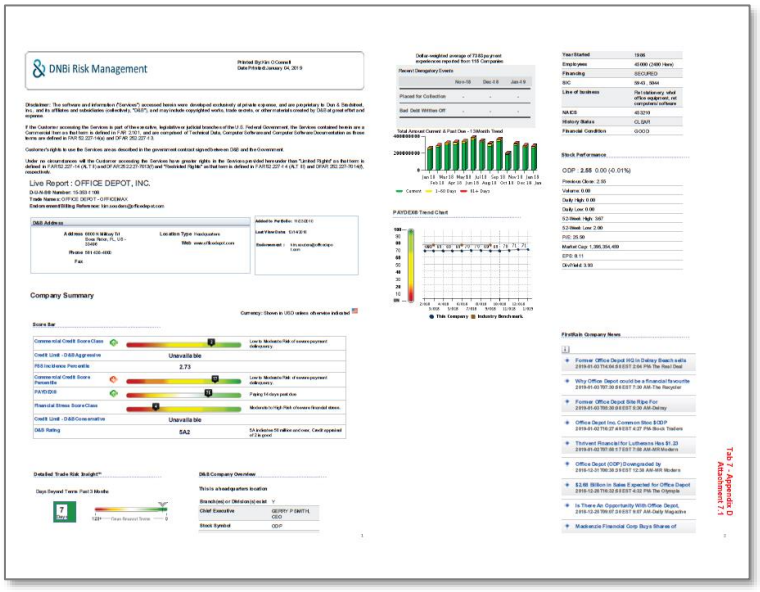
D. Annual sales for the three previous fiscal years.

Office Depot Gross Revenue Year	Amount in US Dollars
2017	$10,240,000,000
2016	$11,021,000,000
2015	$11,727,000,000

E. Submit FEIN and Dunn & Bradstreet report.

Office Depot's FEIN is 59-2663954.

We have attached a recent Dunn & Bradstreet report as Attachment 7.1 at the end of this tab.



F. Describe any green or environmental initiatives or policies.

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste

 Recycled – contains post-consumer and/or post-industrial recycled materials

 Remanufactured – made from quality components of previously used products

 Recycling Solutions – designed to make recycling simple and convenient

 Designed For Recyclability – easily disassembled by you after use

 Helps Avoid Waste – reduces or eliminates material waste and/or chemical use

 Leadership Forestry – made with fibre from Forest Stewardship Council (FSC) certified forests or sourcing programs

 Responsible Agriculture – source from farms that meet specific leadership standards

 Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

 Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)

 Refills/Refillables – designed for continued use, helping avoid single-use disposables

 Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables

 Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products


Renewably Powered – designed to work without relying on an electric connection or disposable batteries


Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure


Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods


Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products


Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 eco-conscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

- Green Select Cart – a web-based "Green Smart Cart" that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting & Communication:

- Green Business Review – Our quarterly Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer's need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

- *Green Product Assortment*: Office Depot was the first in our industry to introduce a "green" catalog called "The Green Book™" in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

- *Green Reporting*: You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

- *TreeUp Program:* Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:





1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for $1 per tree or offset carbon at a rate of $7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at Office Depot 2018 Sustainability Report.

(https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing-_-sustainabilityreport_viewreport_-_-help_sustainability-report_main_4_0_0)

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Office Depot provides a range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women-owned, small or disadvantaged, disabled veterans, etc.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.



The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our

goal of making a positive impact on economic development through supplier diversity.

- Effectively highlight the products of diverse suppliers in our national full-line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

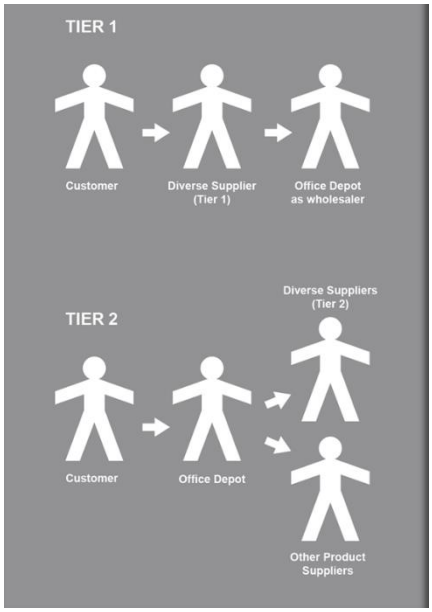
Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:



- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over $3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier 1 Sales for 2017 = $170,819,000
- Total Tier II Sales for 2017 = $284,000,000

2016:

- Tier I Sales for 2016 = $220,000,000
- Total Tier II Sales for 2016 = $312,228,158

2015:

- Tier I Sales for 2015 = $266 million
- Total Tier II Sales for 2015 = $ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
    - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
    - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
    - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating the establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales, and marketing support, etc.) that benefits our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits



Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

I. Describe how supplier differentiates itself from its competitors.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Members, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased in the Members name which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Member. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.2.F.

- In-Store self-printing capability using Members Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help

you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.

- All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
    - Janitorial & Breakroom Supplies
    - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
    - Print-on-Demand
    - Virtual File Cabinet
    - Brand Identity
    - Managed Print Services
    - Promotional Products
    - National copy and print program for in-store use
    - Furniture
    - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sale price.

- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

Paper

Office Depot has aligned ourselves with the largest copy paper suppliers in North America to best support our customers and distribution centers. Our primary partners, being Boise & Domtar, who have been Office Depot's vendors of choice for years. By funneling as much business as possible through these resources, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 members.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations. Our vendor relationships allow us to provide bulk buy paper solutions to include pallet and truckload pricing on select cut-sheet papers.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 members the most advantageous cost in the bid process. Our strategic relationships and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 members. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper, Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper, and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that is designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and the manufacturer's part number.

Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services, and Solutions. We can accommodate a nationwide demand for product/services and fulfill the obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).





The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.



Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned with instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Office Depot proposes to provide products and services offered to all 50 USA States and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics

- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital
- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries. GPS Tracking Includes:
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 26 Distribution Centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Office Depot Distribution Center Locations	
Anchorage DS #557 201 E 6TH Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217th Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	Portland DC #6881 125 Industrial Way Portland, ME 04103
Cincinnati DC #1170 4700 Mulhauser Road Hamilton, OH 45011	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720

Phoenix DC #5101 602 South 63rd Avenue Phoenix, AZ 85043	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Kahului DC #6890 80 South Hana Highway Kahului, HI 96732
Newville DC #5910 950 Centerville Road Newville, PA 17241	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984

DC = Distribution Center
DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA which will provide Participating Agencies products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as suppliers primary go to market strategy for Public Agencies to supplier'

as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Sales reps will be made aware of the contact award through corporate announcements, conference calls, e-mail announcements, and Regional sales meetings.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Office Depot will involve executive leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Office Depot will begin training and education of the sales force within the first 90 days by utilizing SKYPE meetings, conference calls, regional meetings, and Corporate communications and announcements and our new collateral management system, called Seismic. Seismic will allow training materials to be accessible to all field reps at any time needed, thus furthering the reach of the training materials.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative

members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan under 3.3.B.viii.

i. Creation and distribution of a co-branded press release to trade publications

Office Depot will create a press release with quotes from OMNIA/Region 4 ESC and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement, etc.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

Within 90 days of contract award the contract information and details will be available in the business.officedepot.com website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve reps ability to search, locate and send collateral to new and perspective customers a new system for collateral management has been adopted by Office Depot. Seismic, the new collateral management system, has expanded search capabilities and will allow materials to be sent via e-mail directly from Salesforce – out CRM system.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Office Depot is committed to supporting OMNIA Partners at all national events, including the NIGP Annual Forum, NPI Conference, etc., as well as Regional Events including Chapter Meetings, Regional Summits, etc.

Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

Additionally, we support the OMNIA/Region 4 ESC Teacher and Principal recognition events through direct sponsorship and supplying give-way items for the teachers and principals who attend the events.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives including support from Marketing and local area sales representatives.

As in the past Office Depot will assist with promotion and marketing efforts for the Forum including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum including panel discussions and planning meetings.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various

marketing efforts in conjunction with OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

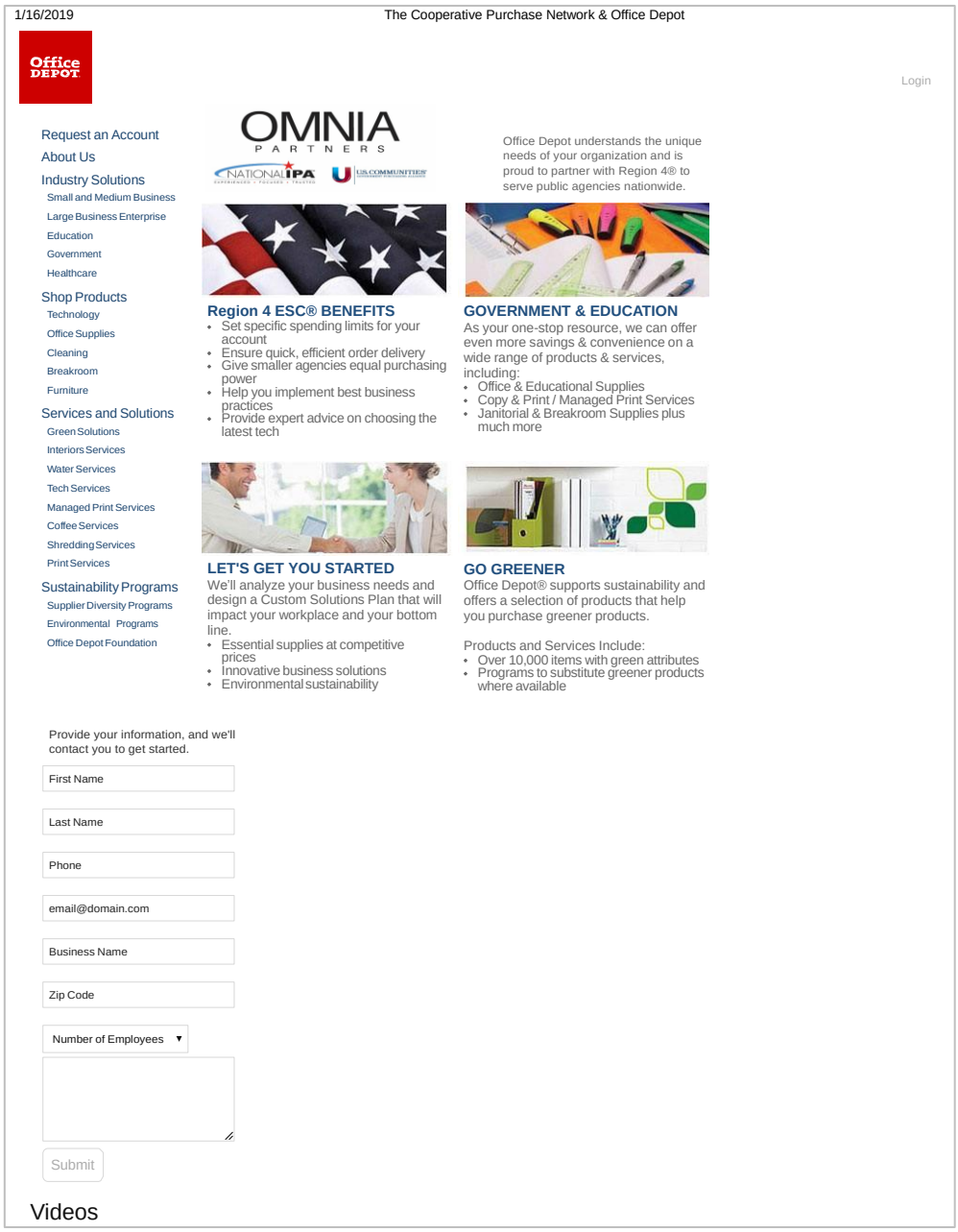
Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

In 2018 a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with OMNIA Partners to further the contract adoption. Please see the marketing calendar for the first 12 contract months under 3.3.B.viii.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Office Depot agrees to provide a dedicated OMNIA Partners web-based home page on our website similar to the current page we provide on http://www.officedepot.com for the TCPN homepage. See a draft mock-up following. We will use a logo that you have pre-approved and it will include all of the items listed under viii. above, as requested.



Mockup of the proposed OMNIA / Region 4 ESC page on Office Depot's website with all the elements required in paragraph viii above.

Office Depot 90 Day Plan	Week #											
	1	2	3	4	5	6	7	8	9	10	11	12
Implementation	WE 5/4/19	WE 5/11/19	WE 5/18/19	WE 5/25/19	WE 6/1/19	WE 6/8/19	WE 6/15/19	WE 6/22/19	WE 6/29/19	WE 7/6/19	WE 7/13/19	WE 7/20/2019
Write and distribute co-branded press release to trade publications, including posting to Seismic (Office Depot collateral platform)												
Update sales presentation to include new terms and benefits of renewed contract												
Training sessions (via Skype) to sales organization, sessions to include executive participation												
Update business.officedepot.com, internal Office Depot SharePoint site and OneDrive locations with new contract information/changes and logo												
Reminder communication for reps to contact Public Sector customers they call upon and review contract						→					→	
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets												
Encourage customers in Public Sector to join OMNIA/National IPA or review benefits if not already members during sales calls												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program						→					→	
Message from executive leadership to reiterate the importance of the OMNIA/National IPA/Region 4 ESC relationship				→							→	
Bulletin Board messages for all existing cooperative customers reminding them of benefits												
Partner with OMNIA/National IPA staff to introduce Office Depot sales team to key existing National IPA customers						→	→	→	→	→	→	
Co-branded marketing piece in publications such as GovPro and City & County												
Quarterly Offers from Vendors to support Region 4 ESC sales efforts	Current Contract				New Contract Launch							
Attendance at NIGP Forum - Booth has been reserved												8/19/19

During contract implementation Office Depot will use this 90 day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

Office Depot Marketing Calendar	Month of											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Quarterly Promotions & Offers												
Quarter 1												
Quarter 2												
Quarter 3												
Quarter 4												
Product Category Focused Events												
Janitorial K-12 and Higher Ed Virtual Tour												
2019 Back to School Campaigns												
Trade Shows												
NIGP Forum 2019, Austin, TX												
NAEP Annual Meeting, Kansas City, MO												
NAEP Regional Meetings - Fall												
2019 Regional Summits												
New York												
San Diego, CA												
Minnesota												
Atlanta, GA												
Chicago area, IL												
Dallas, TX												

This is the proposed Office Depot Marketing Calendar for the first 12 months of an awarded contract from OMNIA / Region 4 ESC.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment, and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

Below is Office Depot's current National Cooperative portfolio.

Cooperative / State Agency	Discount Offered	Expires
Region 4 ESC - OMNIA Partners - Janitorial Supplies - R162102	Fixed Pricing	2/28/2023
Region 4 ESC - OMNIA Partners - Technology Supplies - R160204	Discount by Category	8/1/2021
Region 4 ESC - OMNIA Partners - School Supplies - R141605	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Office Supplies - R141703	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Furniture & Installation - R142212	Fixed Pricing (Catalog) Discount by Category (Special Order)	5/1/2020
Region 4 ESC - OMNIA Partners - Managed Print Solutions - R171404	Fixed Pricing	2/28/2023
City of Tamarac - OMNIA Partners - Office & School Supplies	Discount by Category	10/18/2019
State of Florida - OMNIA Partners - Office Supplies	Discount by Category	4/17/2027
Oregon State University - OMNIA Partners - Office Supplies & Furniture	Fixed Pricing (&) Discount by Category	12/31/2023
State of Oregon - NASPO-ValuePoint - Office Supplies	Discount by Category	1/4/2023
Oakland County, MI - America Saves - Office & School Supplies	Fixed Pricing (&) Web Less by Catalog	9/24/2025

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Office Depot acknowledges and agrees to E. within the terms of our final agreement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA Region 4 ESC Contract. This dedicated team of seven (7) people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the OMNIA Region 4 ESC office supplies program. Training will include webinars highlighting the details of the program and positioning of the OMNIA Region 4 ESC office supplies offer. Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Executive Support

Steve Calkins



- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 I steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.

Tom Riccio



- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 I thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the $1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.

Susan Cummings



- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 I susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and
- supporting the partnership goals and objectives.

ii. Marketing

Marketing

Sharon Bobowski



- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 I sharon.bobowski@officedepot.com
  - Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships.

Charles Kasprzak



- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 I charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore



- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 I Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

iii. Sales

Sales Team

Valya Broyer



- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 I valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Pam Pedler



- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 I pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program

Nancy Davis



- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Billy Grimmett



- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 I billy.grimmett@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella



- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 I paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

Jennifer Jimenez



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 I Jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 I john.saunders@officedepot
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo



- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 I frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

iv. Sales Support

Sales Support

Andrea (Turner) Konopacki



- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 I andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results



Diane Turley

- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 I diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

v. Financial Reporting

Financial Reporting



Francine Staton

- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 I francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.



Alfredo Rodriquez

- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 I alfredo.rodriguez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

vi. Accounts Payable

Accounts Payable

Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131
- Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

vii. Contracts

Contracts & Contract Compliance



Nancy Davis

- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 I nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.



Jean P. Davis

- Sr. Consultant Sales Contract BSD, Pricing Compliance
- 20+ Years w/ Office Depot
- Chesapeake College – Paralegal Studies
- (443) 889-7670 I jean.davis@officedepot.com
- Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDM's) and Strategic Account Managers (SAM's) available to give your business the personal attention it needs.



Furthermore, as an Office Depot BSD customer, we will assign a Strategic Business Development Manager to help you develop strategic business solutions. He or she will work to understand your business needs and craft effective solutions to help reach your goals. The extra benefits that come from doing business with us are why many companies choose Office Depot. Just consider what we have to offer you.

Field Account Management Team

We have over 1,500 Sales Representatives to help design an office supply-buying program to meet your business requirements. This is better than any other supplier who can help provide local support for your corporate initiatives and mold the design of an office supply-buying program to meet your business requirements. In addition, we have over 1,300 Customer Service Representatives, 50+ sales offices and 26 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third-party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Susan Cummings
Vice President, Strategy Solutions, K-12, Federal
6600 North Military Trail
Boca Raton, FL 33496-2434
Telephone: 561-438-4800
Email: Susan.Cummings@officedepot.com
FAX: 800-593-8830

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Office Depot has a loyal, long-standing cooperative public agency base of more than 13,500 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the OMNIA/Region 4 ESC and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the TCPN contract, the value Office Depot provides and our commitment to public sector:

- E-mail
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our OMNIA/Region 4 ESC / Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times

- Contract Compliance Team - insures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC / Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account-specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined in Appendix D, Exhibit E.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process… order entry, on-time delivery, order accuracy, uniform prices/billing, payment processing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products:* Each of Office Depot's 26 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure E-Commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Participating Agencies but for their users, too.

Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

Excellent Management Tools Available:

- Bulletin Board – to communicate program information and post your logo
- Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:

- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make informed choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- Many Categories – Huge Selection:
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers

- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private warehoused items we have already created

Approval Routing

By selecting the available "email confirmation" option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users' personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to "Express Approve" (release) orders directly from the email notification page. Approvers may also assign "Proxy" users to release orders in their absence.

Restrictions

The Office Depot electronic ordering platform may be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items (i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed $150)
- Set Line Item Limitation (i.e., line item not to exceed $500)
- Set Order Value Limitation (i.e., order not to exceed $1,000)

If users attempt to place an order for restricted products, they will receive a "restricted item" message instructing them to contact Purchasing to order that item. If users attempt to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-Tos
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-tos
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow

vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

- Private Brand Cart, like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.

- Green Cart works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability
- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by OMNIA Region 4 ESC.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with Region 4 ESC, National IPA, and TCPN that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers' budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with you if you believe it is necessary.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Office Depot is unable to comply with the above Paragraph N. Office Depot will respond to all Public Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific program will receive an offer for that program and, if they request a second offer, we may propose this program should we receive an award. Most agencies do not accept multiple offers from a single vendor.

EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to review and approval of our Legal Department prior to execution.

ADMINISTRATION AGREEMENT (SAMPLE)

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if ~~such breach is~~ not cured within thirty (30) days of written notice to Supplier, ~~in addition to any and all remedies available at law or equity,~~ shall be deemed a cause for termination of ~~OMNIA Partners shall have the right to terminate~~ this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of (per response in Appendix A) __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing Requirements for National Cooperative Contract Page 26 of 73 to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners ~~at the frequency~~quarterly and on the due ~~date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports~~thrity (30) days after the end of the respective quarter. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 ~~1/2~~.5%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, either party's ~~and OMNIA Partners'~~ rights and obligations hereunder may be assigned at either party's ~~OMNIA Partners'~~ sole discretion without the written consent of the other party to an affiliate of ~~OMNIA Partners~~ the assigning party, any purchaser of any or all or substantially all of the assets of ~~OMNIA Partners~~ the assigning party, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. ~~Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Office Depot, Inc.
Attn: Susan Cummings
6600 North Military Trail
Boca Raton, FL 33496

With a copy to:
Office Depot, Inc.
Attn: Office of General Counsel
6600 North Military Trail
Boca Raton, FL 33496

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A

waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by.pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____ Signature	_____ Signature
_____ Name	Sarah Vavra Name
_____ Title	Sr. Vice President, Public Sector Contracting Title
_____ Date	_____ Date

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or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____ Signature	_____ Signature
_____ Name	Sarah Vavra Name
_____ Title	Sr. Vice President, Public Sector Contracting Title
_____ Date	_____ Date

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

As Office Depot has currently been awarded six (6) distinct contracts with Region 4 ESC, it is necessary for provide an inclusive alternative reporting model. We are providing a copy of the template we use today and would recommend as our go-forward template. The template is located on the next page.

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	Office Depot, Inc.
Contract Sales Report Month:	
Supplier Rerporting Contact	
Title:	
Phone:	
Email:	

Customer Account Level 2 Id	R4 EPP PARENT	Customer Account Id	Customer Account Name	Address	City	State	Zip	SIC Code	SIC Desc	SIC Type Code	SIC Type Desc	SIC Group Code	SIC Group Desc	Office Supply Sales	School Core Sales	Janitorial Dept Sales	Technology Dept Sales	MPS Core Sales	Furniture Dept Sales	Truckload Dept Sales
														R141703	R141605	R162102	R160204	R171404	R142212	

Report Totals

Cummulative Contract Sales



EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and \returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES_____Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES_____Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES_____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc
Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496
Phone Number: 561-438-4800 Fax Number: 800-593-8830
Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector
Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative:_____ Date:_____

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SM C Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SM C Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative: SMA Date: 1/22/19

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc
Street: 6600 Old Military Trail
City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Susan Cummings, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vice President, Public Sector

Date *Authorized Signature and Title*

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
County of Passaic

I, Susan Cummings residing in Clifton
Name City

in the County of Passaic, State of New Jersey of full age,
being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector of the firm of Office Depot, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc. *Vice President, Public Sector*
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20_____

_____

Notary Public of _____

My commission expires _____ , 20___

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ Vice President, Public Sector
Authorized Signature and Title

_____
Date

NJ Certificate of Employee Informatic



Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.

3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office: o of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc.
Address: 6600 North Military Trail
City: Boca Raton State: FL Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Susan Cummings	Vice President, Public Sector
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[ ] Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

[ ] Check here if the information is continued on subsequent page(s)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership	X Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☐ Subchapter S Corporation		

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Home Address
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

Susan Cummings,Vice President, Public Sector
(Print name & title of affiant)

My Commission expires:

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

Office DEPOT

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: _____
Joseph White
Assistant Secretary

6600 North Military Trail | Boca Raton, FL 33496 | T + 561.438.4800

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation 19-03 Bidder/Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror: Vice President

Description of Activities: Provision of office and classroom supplies, products and furniture

Duration of Engagement: 3 to 5 years Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan Cummings Signature: _____

Title: Vice President, Public Sector Date: _____

DPP Standard Forms Packet 11/2013

Doc #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OFFICE DEPOT, INC.
Trade Name:	
Address:	2200 OLD GERMANTOWN RD DELRAY BEACH, FL 33445
Certificate Number:	0094745
Effective Date:	July 01, 1994
Date of Issuance:	August 22, 2007

For Office Use Only:
20070822132231255

DNBi Risk Management

Printed By: Kim OConnell
Date Printed: January 04, 2019

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : OFFICE DEPOT, INC.

D-U-N-S® Number: 15-353-1108
Trade Names: OFFICE DEPOT - OFFICEMAX
Endorsement/Billing Reference: kim.souders@officedepot.com

D&B Address

Address 6600 N Military Trl
Boca Raton, FL, US - 33496
Phone 561 438-4800
Fax

Location Type Headquarters
Web www.officedepot.com

Added to Portfolio: 11/23/2010
Last View Date: 12/14/2018
Endorsement : kim.souders@officedepot.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Commercial Credit Score Class	2	Low to Moderate Risk of severe payment delinquency.
Credit Limit - D&B Aggressive	Unavailable	
FSS Incidence Percentile	2.73	
Commercial Credit Score Percentile	77	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	71	Paying 14 days past due
Financial Stress Score Class	4	Moderate to High Risk of severe financial stress.
Credit Limit - D&B Conservative	Unavailable	
D&B Rating	5A2	5A indicates 50 million and over, Credit appraisal of 2 is good

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7 Days

120+ Days Beyond Terms 0

D&B Company Overview

This is a headquarters location

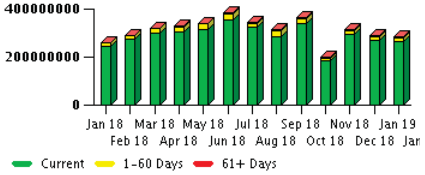
Branch(es) or Division(s) exist	Y
Chief Executive	GERRY P SMITH, CEO
Stock Symbol	ODP

Dollar-weighted average of **7383** payment experiences reported from **115** Companies

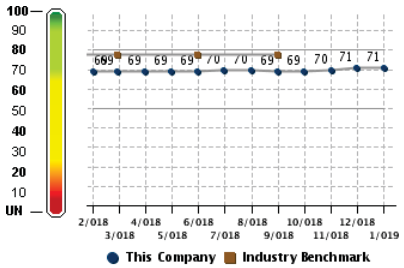
Recent Derogatory Events

	Nov-18	Dec-18	Jan-19
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend



PAYDEX® Trend Chart



Year Started	1986
Employees	45000 (2400 Here)
Financing	SECURED
SIC	5943 , 5044
Line of business	Ret stationery, whol office equipment, ret computers/ software
NAICS	453210
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

ODP : **2.55** 0.00 (-0.01%)

Previous Close: 2.55
Volume: 0.00
Daily High: 0.00
Daily Low: 0.00
52-Week High: 3.67
52-Week Low: 2.00
P/E: 25.50
Market Cap: 1,395,354,459
EPS: 0.11
Div/Yield: 3.93

FirstRain Company News

- **Former Office Depot HQ in Delray Beach sells**
  2019-01-03T14:04:58 EST 2:04 PM-The Real Deal
- **Why Office Depot could be a financial favourite**
  2019-01-03T07:30:56 EST 7:30 AM-The Recycler
- **Former Office Depot Site Ripe For**
  2019-01-03T05:30:08 EST 5:30 AM-Delray
- **Office Depot Inc. Common Stoc $ODP**
  2019-01-02T16:27:49 EST 4:27 PM-Stock Traders
- **Thrivent Financial for Lutherans Has $1.23**
  2019-01-02T07:58:17 EST 7:58 AM-MR Modern
- **Office Depot (ODP) Downgraded by**
  2018-12-31T00:38:39 EST 12:38 AM-MR Modern
- **$2.68 Billion in Sales Expected for Office Depot**
  2018-12-28T16:32:55 EST 4:32 PM-The Olympia
- **Is There An Opportunity With Office Depot,**
  2018-12-25T09:07:30 EST 9:07 AM-Daily Magazine
- **Mackenzie Financial Corp Buys Shares of**

Tab 7 - Appendix D
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- Office Depot Inc (ODP) Shares Sold by
  2018-12-22T06:49:39 EST 6:49 AM-MR Modern
- Best Buy, Office Depot and Bed Bath & Beyond
  2018-12-19T14:45:18 EST 2:45 PM-Shopping Center
- Hedge Funds Are Buying Office Depot Inc
  2018-12-16T23:28:45 EST 11:28 PM-Insider Monkey
- Fairpointe Capital LLC Has $90.48 Million Stake
  2018-12-14T08:42:21 EST 8:42 AM-MR Modern
- Office Depot offers new home installation
  2018-12-12T16:29:59 EST 4:29 PM-Chain Store Age
- Office Depot Becomes Installation Partner for
  2018-12-12T14:00:00 EST 2:00 PM-Business Wire
- Office Depot Paper Templates Photos
  2018-12-10T10:02:00 EST 10:02 AM-FLY TO
- Office Depot Inc. Common Stoc $ODP
  2018-12-08T13:27:46 EST 1:27 PM-Stock Traders
- Xometry Shop Advantage Program Expands
  2018-12-06T09:37:10 EST 9:37 AM-PR Newswire
- Office Depot Europe goes Viking
  2018-12-06T06:31:18 EST 6:31 AM-The Recycler
- Why Office Depot Stock Soared 26% in
  2018-12-05T17:33:14 EST 5:33 PM-FOX Business
- IdeaPaint's Best in Class Dry Erase
  2018-12-04T08:36:23 EST 8:36 AM-PR Newswire
- Papeles y Cartones de Europa : Dec 3, 2018
  2018-12-03T08:08:28 EST 8:08 AM-4-Traders
- Janelle Monáe Recalls Getting Fired From
  2018-11-30T13:40:24 EST 1:40 PM-Billboard
- Office Depot turns its empty retail space into
  2018-11-29T13:01:43 EST 1:01 PM-Fast Company
- Old Office Depot headquarters eyed for
  2018-11-29T12:11:00 EST 12:11 PM-Sun Sentinel
- Cyxtera, Office Depot, Intermedia Channel
  2018-11-28T09:15:33 EST 9:15 AM-Talkin Cloud
- Office Depot to buy back $100 million in stock
  2018-11-20T09:09:49 EST 9:09 AM-Sun Sentinel
- Office Depot Reveals Cyber Week Savings
  2018-11-20T09:00:00 EST 9:00 AM-Business Wire
- Office Depot Announces Successful Debt
  2018-11-19T19:00:00 EST 7:00 PM-Business Wire
- Moody's upgrades Office Depot to Ba3
  2018-11-19T13:06:00 EST 1:06 PM-Moody's
- Look out, WeWork, Office Depot is using its
  2018-11-19T00:36:18 EST 12:36 AM-Digiday
- Office Depot Weekly Ad in Lower Hudson
  2018-11-18T03:19:46 EST 3:19 AM-Lohud

- Office Depot launches first holiday-themed AR
  2018-11-15T14:21:49 EST 2:21 PM-Marketing Land
- European Commission Clears DS Smith
  2018-11-15T13:03:19 EST 1:03 PM-Paper Age
- The CEO of Office Depot reveals how the
  2018-11-15T10:55:06 EST 10:55 AM-Business
- Office Depot's CompuCom Launches Managed
  2018-11-15T08:00:00 EST 8:00 AM-Business Wire
- DS Dmith's Europac Purchase Gets Green
  2018-11-14T12:11:46 EST 12:11 PM-MorningStar UK
- Office Depot opens new Portage store after
  2018-11-14T08:11:34 EST 8:11 AM-Michigan Live
- ODP: Insiders vs. Shorts
  2018-11-13T15:01:52 EST 3:01 PM-Market News
- Office Depot Inc. Common Stoc $ODP
  2018-11-13T13:28:30 EST 1:28 PM-Stock Traders
- Office Depot: 3Q18 Results May Have Proved
  2018-11-13T08:21:45 EST 8:21 AM-Seeking Alpha
- Two Cheap Stocks Under $5: Denbury
  2018-11-09T16:37:00 EST 4:37 PM-MicroSmallCap
- Office Depot (ODP) Rating Increased to Sell at
  2018-11-09T07:30:40 EST 7:30 AM-The Olympia
- CEO Gerry Smith is leading Office Depot
  2018-11-08T11:54:07 EST 11:54 AM-Business
- Salsify Acquires Chat Startup Welcome
  2018-11-08T07:01:11 EST 7:01 AM-PR Newswire
- Office Depot (ODP) Receives a Buy from Merrill
  2018-11-07T16:26:45 EST 4:26 PM-Smarter Analyst
- In bid for survival, Office Depot focuses on
  2018-11-07T15:36:03 EST 3:36 PM-Digiday
- ODP - Stock quote for Office Depot Inc - MSN
  2018-11-07T12:56:13 EST 12:56 PM-MSN Money
- Here's Why Office Depot Stock Is Soaring
  2018-11-07T12:51:49 EST 12:51 PM-The Motley
- Office Depot grows despite declines in IT unit
  2018-11-07T11:42:32 EST 11:42 AM-Retail Dive

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	2	09/01/17
Liens	12	04/05/17

Suits	25	11/06/18
UCCs	287	09/18/18

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Account Summaries

Totals						Total Current Balance	Total Past Due	Total Past Due Cycle 1	Total Past Due Cycle 2	Total Past Due Cycle 3	Total Past Due Cycle 4	Total Past Due Cycle 5	Total Charge-Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount

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Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1 **Viability Score**

9 (High Risk) — 5 — 1 (Low Risk) ▼1

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

2 **Portfolio Comparison**

9 (High Risk) — 5 — 1 (Low Risk) ▼2

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 2 with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A **Data Depth Indicator**

G (Descriptive) — A (Predictive) ▼A

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A **Company Profile**

Financial Data	Trade Payments	Company Size	Years in Business
Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the D&B Rating Key

D&B Rating : **5A2**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 2 is good

Below is an overview of the companys rating history since 01-01-1991

D&B Rating	Date Applied
5A2	02-25-2016
5A3	02-27-2014
5A4	08-09-2013
5A3	03-02-2009
5A2	01-01-1991

Worth:	2,120,000,000 (Up by 14.5% from last year)	(As of 29-Sep-18)
Working Capital:	$825,000,000	(As of 30-Dec-17)

Sales:	10,240,000,000.00 (Down by 7.1% from last year)
Number of Employees Total:	45,000 (2400 here)

Payment Activity:	**(based on 734 experiences)**
Average High Credit:	589,716
Highest Credit:	50,000,000
Total Highest Credit:	307,785,750

D&B Credit Limit Recommendation

Due to adverse or incomplete information, we are unable to provide a Credit Limit Recommendation for this business. Please contact your sales representative or D&Bs Customer Resource Center at 800-234-3867 for assistance.

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :



Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

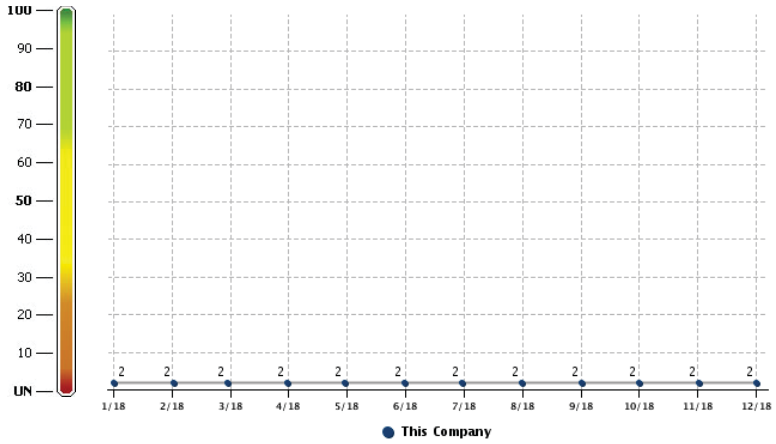
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **2** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1349** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

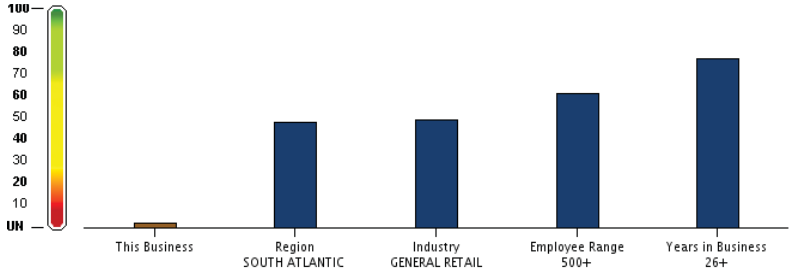
Special Event in the D & B Report

Financial Stress Percentile Trend:



Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	2
Region: SOUTH ATLANTIC	48
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :



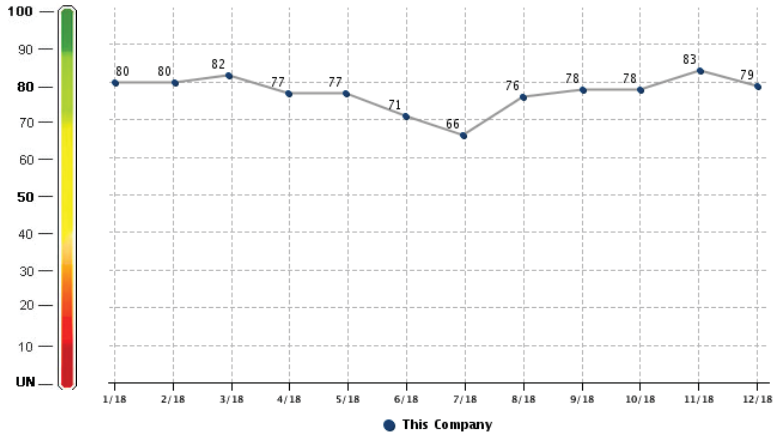
Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **542** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

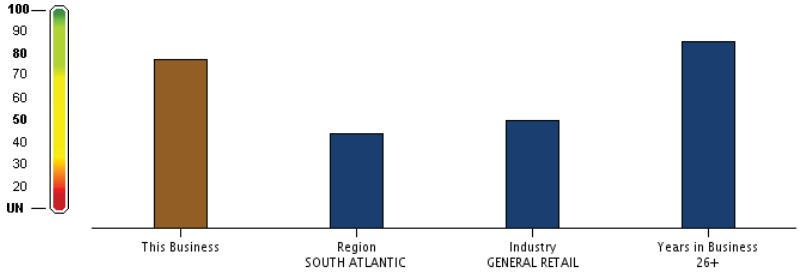
Proportion of slow payments in recent months
Higher risk industry based on delinquency rates for this industry
Proportion of past due balances to total amount owing
Total Liabilities to Net Worth influencing the score
Evidence of open suits, liens, and judgments

Credit Score Class Percentile Trend:



Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	77
Region: SOUTH ATLANTIC	43
Industry: GENERAL RETAIL	49
Employee range:	UN
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.
Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

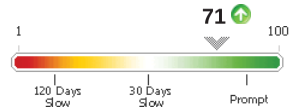
Current PAYDEX is	**71**	Equal to 14 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is	**78**	Equal to 3 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	734
Payments Within Terms (not weighted)	74 %
Trade Experiences with Slow or Negative Payments(%)	28.61%
Total Placed For Collection	1
High Credit Average	589,716
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	6,000,000

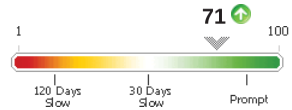
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D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)
When weighted by amount, payments to suppliers average 14 days beyond terms

3-Month D&B PAYDEX



High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)
Based on payments collected over last 3 months.

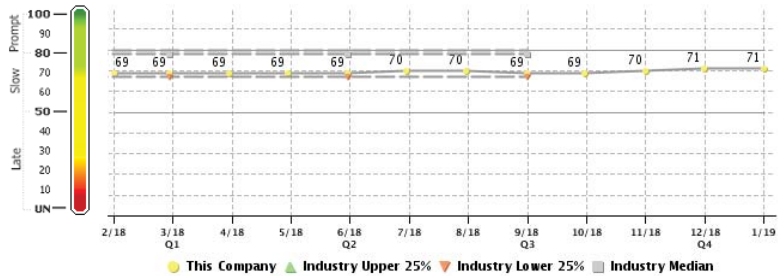
When weighted by amount, payments to suppliers average 14 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

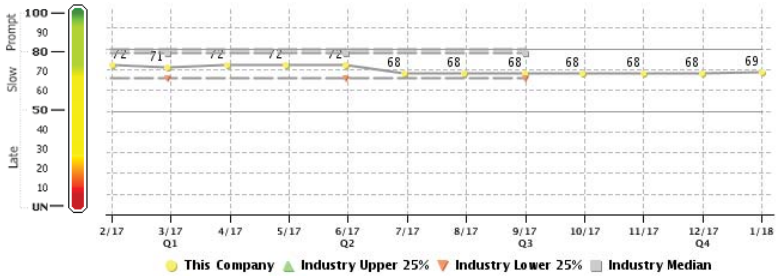


	2/18	3/18	4/18	5/18	6/18	7/18	8/18	9/18	10/18	11/18	12/18	1/19
This Business	69	69	69	69	69	70	70	69	69	70	71	71
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	.	.
Median	.	78	.	.	78	.	.	78	.	.	.	.
Lower	.	67	.	.	67	.	.	67	.	.	.	.

Current PAYDEX for this Business is 71 , or equal to 14 days beyond terms
The 12-month high is 71 , or equal to 14 DAYS BEYOND terms
The 12-month low is 69 , or equal to 16 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .



Previous Year	03/17 Q1'17	06/17 Q2'17	09/17 Q3'17	12/17 Q4'17
This Business	71	72	68	68
Industry Quartiles				
Upper	80	80	80	80
Median	78	78	78	78
Lower	66	66	66	66

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 71 , or equal to 14 days beyond terms
The present industry median Score is 78 , or equal to 3 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	120	302,200,000	62%
50,000-100,000	35	2,215,000	65%
15,000-49,999	76	1,825,000	76%
5,000-14,999	108	757,500	78%
1,000-4,999	109	220,000	81%
Under 1,000	73	24,550	63%



Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 734 payment experience(s) in D&Bs file for the most recent 24 months, with 330 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 6,000,000

Tab 7 - Appendix D
Attachment 7.1

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>
Top Industries								
Public finance	95	939,150	100,000	98	2	0	0	0
Electric services	30	241,400	35,000	88	12	0	0	0
Trucking non-local	27	12,532,600	6,000,000	66	31	1	0	2
Nonclassified	22	1,312,600	750,000	52	11	33	4	0
Executive office	20	130,000	20,000	100	0	0	0	0
Short-trm busn credit	18	2,556,400	2,000,000	56	40	2	2	0
Mfg nonwd office furn	15	2,638,550	900,000	51	12	37	0	0
Telephone communictns	14	95,950	55,000	71	29	0	0	0
Whol computers/softwr	12	15,210,000	5,000,000	95	5	0	0	0
Whol office supplies	11	36,215,000	20,000,000	69	31	0	0	0
Whol service paper	11	2,598,500	2,000,000	96	2	1	0	1
Arrange cargo transpt	11	1,356,500	500,000	65	35	0	0	0
Mfg wood home furn	7	2,100,000	1,000,000	76	24	0	0	0
Prepackaged software	7	1,865,000	600,000	82	2	16	0	0
Mfg manifold forms	7	43,600	20,000	52	37	11	0	0
Mfg misc plastic prdt	6	75,232,500	50,000,000	50	40	0	10	0
Misc coml printing	6	2,355,000	1,000,000	77	9	5	5	4
Business consulting	6	3,152,500	1,000,000	54	46	0	0	0
Whol industrial suppl	6	716,050	500,000	56	0	8	36	0
Natnl commercial bank	6	211,150	200,000	100	0	0	0	0
Newspaper-print/publ	6	380,000	100,000	50	28	22	0	0
Mfg photograph equip	6	116,500	100,000	90	10	0	0	0
Misc business credit	6	22,000	20,000	50	0	0	45	5
Natural gas distrib	6	58,500	20,000	93	7	0	0	0
Mfg computers	5	102,042,500	50,000,000	51	49	0	0	0
Mfg soap/detergents	5	1,750,750	700,000	31	38	20	11	0
Mfg computer storage	5	221,000	100,000	55	34	0	0	11
Whol groceries	5	197,500	90,000	56	44	0	0	0
Help supply service	5	120,750	80,000	96	2	0	2	0
Security broker/deal	5	180,000	50,000	100	0	0	0	0
Truck rental/leasing	5	105,000	35,000	50	5	26	0	19
Mfg confectionery	5	35,000	10,000	100	0	0	0	0
Electric w/other svcs	5	20,000	5,000	100	0	0	0	0
Misc business service	5	7,600	5,000	100	0	0	0	0
Detective/guard svcs	5	13,500	5,000	100	0	0	0	0
Whol appliances	4	9,250,000	6,000,000	97	3	0	0	0
Whol industrial equip	4	53,500	50,000	1	47	47	0	5
Whol nondurable goods	3	256,000	250,000	100	0	0	0	0
Misc equipment rental	3	110,250	100,000	50	0	0	0	50
Whol electronic parts	3	125,000	90,000	64	0	0	0	36
Mfg wood office furn	3	80,000	75,000	53	47	0	0	0
Mfg soft drinks	3	110,750	55,000	49	25	0	0	26
Local truck w/storage	3	48,000	45,000	52	47	1	0	0
Television station	3	17,500	7,500	0	100	0	0	0
Mfg nonwd fixtures	2	5,900,000	5,000,000	84	8	0	0	8
Mfg converted paper	2	2,005,000	2,000,000	100	0	0	0	0
Mfg envelopes	2	1,001,000	1,000,000	100	0	0	0	0
Mfg sporting goods	2	607,500	600,000	51	49	0	0	0
Mfg misc products	2	400,050	400,000	100	0	0	0	0
Travel agency	2	450,000	250,000	100	0	0	0	0
Custom programming	2	80,000	50,000	69	0	31	0	0
Mfg wood fixtures	2	51,000	50,000	98	2	0	0	0
Whol lumber/millwork	2	40,050	40,000	50	50	0	0	0
Whol office equipment	2	27,500	25,000	5	95	0	0	0
Radiotelephone commun	2	15,250	15,000	51	0	49	0	0
Employment agency	2	15,000	10,000	33	0	0	0	67
Whol piece goods	2	10,000	7,500	87	0	0	13	0
Personal credit	2	6,000	5,000	100	0	0	0	0
Combination utilities	2	1,050	1,000	100	0	0	0	0
Whol chemicals	2	1,000	500	75	0	0	25	0
Coating/engrave svcs	2	750	500	66	17	0	0	17
Mfg die cut/paper brd	1	5,000,000	5,000,000	100	0	0	0	0
Paperboard mill	1	4,000,000	4,000,000	100	0	0	0	0
Whol heating/ac equip	1	2,000,000	2,000,000	100	0	0	0	0
Mfg conveyors	1	2,000,000	2,000,000	50	0	50	0	0
Mfg stationery prdts	1	2,000,000	2,000,000	50	50	0	0	0
State commercial bank	1	1,000,000	1,000,000	0	100	0	0	0
Advertising reps	1	600,000	600,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Mfg audio/video equip	1	400,000	400,000	50	50	0	0	0
Mfg sanitary paper	1	400,000	400,000	100	0	0	0	0
Surety insurance	1	400,000	400,000	0	0	0	100	0
Mfg corrugated boxes	1	250,000	250,000	100	0	0	0	0
Mfg home cook equipt	1	200,000	200,000	50	50	0	0	0
Depository bank svcs	1	200,000	200,000	50	0	0	0	50
Mfg blankbook/binder	1	200,000	200,000	50	50	0	0	0
Mfg refrig/heat equip	1	100,000	100,000	50	50	0	0	0
Mfg calculating eqpt	1	100,000	100,000	50	50	0	0	0
Industrial launderer	1	100,000	100,000	0	0	50	0	50
Erects building equip	1	100,000	100,000	0	0	100	0	0
Job training services	1	70,000	70,000	50	50	0	0	0
Mfg computer terminal	1	50,000	50,000	50	0	50	0	0
Mfg elect housewares	1	30,000	30,000	0	100	0	0	0
Oil/gas field service	1	20,000	20,000	0	0	100	0	0
Mfg plane engine/part	1	15,000	15,000	0	50	0	0	50
Mfg plane parts/equip	1	10,000	10,000	0	50	0	50	0
Lithographic printing	1	10,000	10,000	100	0	0	0	0
Misc computer service	1	7,500	7,500	100	0	0	0	0
Accounting services	1	5,000	5,000	50	0	50	0	0
Mfg primary batteries	1	5,000	5,000	100	0	0	0	0
Engineering services	1	5,000	5,000	50	0	0	0	50
Mfg upholstered furn	1	5,000	5,000	0	0	100	0	0
Management services	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	0	100	0	0	0
Whol durable goods	1	2,500	2,500	0	0	0	100	0
Mfg ophthalmic goods	1	2,500	2,500	0	50	0	0	50
Domestic sea transprt	1	2,500	2,500	0	50	0	50	0
Mfg extracts/syrup	1	2,500	2,500	50	50	0	0	0
Ret misc merchandise	1	1,000	1,000	100	0	0	0	0
Gas production/distrb	1	1,000	1,000	100	0	0	0	0
Mfg glass products	1	500	500	0	0	0	100	0
Ret mail-order house	1	500	500	100	0	0	0	0

Testing laboratory	1	250	250	100	0	0	0	0
Operative builders	1	250	250	50	50	0	0	0
Airport/airport svcs	1	250	250	0	0	0	100	0
Reg misc coml sector	1	100	100	100	0	0	0	0
Whol furniture	1	100	100	100	0	0	0	0
Mfg treated minerals	1	100	100	0	0	0	100	0
Mfg canned fruit/veg	1	100	100	100	0	0	0	0
Whol flowers/supplies	1	100	100	0	0	50	50	0
Ret stationery	1	50	50	100	0	0	0	0
Flooring contractor	1	50	50	0	50	0	0	50
Other payment categories								
Cash experiences	184	40,950	5,000					
Payment record unknown	15	447,500	200,000					
Unfavorable comments	4	55,250	25,000					
Placed for collections	1	N/A	0					
Total in D&B's file	734	307,785,750	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
12/18	Ppt	200,000	0	0		4-5 mos
	Ppt	25,000	0	0		2-3 mos
	Ppt	25,000	0	0		6-12 mos
	Ppt	10,000	0	0		6-12 mos
	Ppt-Slow 30	60,000	60,000	60,000		1 mo
	Ppt-Slow 120		500	500		2-3 mos
	Slow 30	2,500	0	0		6-12 mos
	Slow 60		0	0		6-12 mos
11/18	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	500,000	300,000	0		1 mo
	Ppt	100,000	60,000	0		1 mo
	Ppt	100,000	60,000	5,000		1 mo
	Ppt	85,000	45,000	0		1 mo
	Ppt	25,000	0	0		4-5 mos
	Ppt	10,000	500	0		1 mo
	Ppt	10,000	2,500	0		1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	0	0		6-12 mos
	Ppt	7,500	5,000	0		1 mo
	Ppt	7,500	0	0		2-3 mos
	Ppt	7,500	0	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	5,000	5,000	0		1 mo
	Ppt	5,000	0	0		1 mo
	Ppt	2,500	2,500	0		1 mo

	Ppt	2,500	1,000	1,000 N30	6-12 mos
	Ppt	2,500	1,000	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	100	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	500	0	1 mo
	Ppt	2,500	0	0	4-5 mos
	Ppt	2,500	2,500	0	1 mo
	Ppt	1,000	0	0	6-12 mos
	Ppt	1,000	50	50 N60	1 mo
	Ppt	1,000	0	0	6-12 mos
	Ppt	1,000	0	0	4-5 mos
	Ppt	1,000	1,000	0	1 mo
	Ppt	1,000	0	0	1 mo
	Ppt	1,000	1,000	0	1 mo
	Ppt	750	500		1 mo
	Ppt	750	0		6-12 mos
	Ppt	750	0	0	1 mo
	Ppt	500	0	0 N30	1 mo
	Ppt	500	0	0	6-12 mos
	Ppt	500	0	0	6-12 mos
	Ppt	250	0	0	6-12 mos
	Ppt	100	0	0 1 10 N30	2-3 mos
	Ppt	100	50	0	1 mo
	Ppt	100	100	0	1 mo
	Ppt	100	0	0	1 mo
	Ppt	50	0	0	2-3 mos
	Ppt	50	50	0	1 mo
	Ppt	50	50	0	1 mo
	Ppt	50	50	0 N30	1 mo
	Ppt	50	0	0	4-5 mos
	Ppt-Slow 15	300,000	45,000	7,500	1 mo
	Ppt-Slow 15	250,000	200,000	40,000	1 mo
	Ppt-Slow 30	2,000,000	40,000	35,000	1 mo
	Ppt-Slow 30	700,000	400,000	85,000	1 mo
	Ppt-Slow 30	55,000	35,000	500	1 mo
	Ppt-Slow 30	40,000	40,000	0	1 mo
	Ppt-Slow 30	5,000	0		1 mo
	Ppt-Slow 30	2,500	2,500		1 mo
	Ppt-Slow 60	800,000	0	0 1 15 N30	6-12 mos
	Ppt-Slow 90	200,000	90,000	85,000	1 mo
	Ppt-Slow 120	90,000	90,000	80,000	1 mo
	Ppt-Slow 150	5,000	5,000	2,500	1 mo
	Slow 5	250,000	200,000	7,500	1 mo
	Slow 30	10,000	0	0	6-12 mos
	Slow 30	5,000	0	0	2-3 mos
	Slow 60-90	250,000	65,000	55,000	1 mo
	Slow 30-90+	15,000	5,000	500	1 mo
	Slow 90+	500	250	250	6-12 mos
	Slow 30-120+	250	250	250	1 mo
	(079) Unsatisfactory .	25,000	250	250	
	(080)	0	0	0 Cash	2-3 mos

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	account

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	2	09/01/17
Liens	12	04/05/17
Suits	25	11/06/18
UCCs	287	09/18/18

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

Status	**Unsatisfied**
CASE NO.	05771 SCSC600326
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	RACHEL VAUGHAN
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	09/01/17
Date entered	09/01/17
Latest Info Received	09/28/17

Judgment award	**307**
Status	**Unsatisfied**
CASE NO.	2015788256HNB
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	HUI LIU
Where filed	ORANGE COUNTY SMALL CLAIMS COURT/NEWPORT BEACH, NEWPORT BEACH, CA
Date status attained	07/29/15
Date entered	07/29/15
Latest Info Received	02/19/16

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	**218,620**
Status	**Open**
FILING NO.	2017-04255
Type	State Tax
Filed By	PENNSYLVANIA BUREAU OF COMPLIANCE
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	CUMBERLAND COUNTY PROTHONOTARY, CARLISLE, PA
Date Status Attained	04/05/17
Date Filed	04/05/17
Latest Info Received	05/25/17

Amount	**314,658 (DEPT OF REV/TAX LIEN)**
Status	**Open**
DOCKET NO.	201400017859
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Against	OFFICE DEPOT INC., BOCA RATON, FL
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	10/02/14
Date Filed	10/02/14
Latest Info Received	10/03/14

Amount	**43**
Status	**Open**
CASE NO.	14022128
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INCORPORATED, STOCKTON, CA AND OTHERS
Where Filed	SAN JOAQUIN COUNTY RECORDERS OFFICE, STOCKTON, CA
Date Status Attained	03/06/14
Date Filed	03/06/14
Latest Info Received	04/02/14

Amount	**1,156**
Status	**Open**
CASE NO.	12-0615003
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INC
Where Filed	RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE, CA
Date Status Attained	12/18/12
Date Filed	12/18/12
Latest Info Received	01/23/13

Amount	**271**
Status	**Open**
BOOK/PAGE	1398/387
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY

Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**404**
Status	**Open**
BOOK/PAGE	1398/406
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**337**
Status	**Open**
BOOK/PAGE	1398/407
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/08/12

Amount	**227**
Status	**Open**
BOOK/PAGE	1398/638
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Amount	**308**
Status	**Open**
BOOK/PAGE	1398/640
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Amount	**166**
Status	**Open**
BOOK/PAGE	1398/641
Type	State Tax
Filed By	COUNTY OF FULTON
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
Date Status Attained	01/11/10
Date Filed	01/11/10
Latest Info Received	11/23/12

Suits

Status	**Pending**
CASE NO.	201801031675CJC
Plaintiff	FERNANDO ZOTEA
Defendant	OFFICE DEPOT INC
Where filed	ORANGE COUNTY SUPERIOR COURT, SANTA ANA, CA
Date status attained	11/06/18
Date filed	11/06/18
Latest Info Received	12/27/18

Suit Amount	**1,000**
Status	**Pending**
CASE NO.	CSM18 859070
Plaintiff	ZAKI SINADA
Defendant	OFFICE DEPOT AND OTHERS
Cause	UNFAIR BUSINESS PRACTICE
Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
Date status attained	09/25/18
Date filed	09/25/18
Latest Info Received	10/02/18

Suit Amount	**3,000**
Status	**Pending**
CASE NO.	05771 SCSC600326
Plaintiff	RACHEL VAUGHAN
Defendant	OFFICE DEPOT INC
Cause	MONEY JUDGEMENT
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	06/20/17
Date filed	06/20/17
Latest Info Received	06/27/17

Suit Amount	**50,000**
Status	**Pending**
DOCKET NO.	17M1 300895

Plaintiff	JACKSON JOSEPHINE
Defendant	OFFICE DEPOT INC, CHICAGO, IL AND OTHERS
Where filed	COOK COUNTY CIRCUIT COURT/1ST MUNICIPAL DIVISION, CHICAGO, IL
Date status attained	04/27/17
Date filed	04/27/17
Latest Info Received	05/09/17

Status	**Pending**
DOCKET NO.	A1701098
Plaintiff	JOHNSON WARNER
Defendant	OFFICE DEPOT INC.
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH
Date status attained	02/23/17
Date filed	02/23/17
Latest Info Received	05/12/17

Suit Amount	**10,000**
Status	**Pending**
CASE NO.	17VESC01505
Plaintiff	MOSKOVICH SARA
Defendant	OFFICE DEPOT INC.
Cause	SMALL CLAIMS (LIMITED JURISDICTION)
Where filed	LOS ANGELES COUNTY SMALL CLAIMS COURT/VAN NUYS BRANCH, VAN NUYS, CA
Date status attained	02/14/17
Date filed	02/14/17
Latest Info Received	02/23/17

Status	**Pending**
CASE NO.	2017SC003963
Plaintiff	PURSENALITY DBA,BEST DEAL GENERAL MECHANDISING, MILWAUKEE, WI
Defendant	OFFICE DEPOT AND OTHERS
Cause	SM CLAIM, CLAIM UNDER $ LIMIT
Where filed	MILWAUKEE COUNTY CIRCUIT COURT, MILWAUKEE, WI
Date status attained	02/09/17
Date filed	02/09/17
Latest Info Received	03/02/17

Status	**Removed to federal court**
CASE NO.	201705924
Plaintiff	MASSEY, WILLIAM
Defendant	OFFICE DEPOT INC, BOCA RATON, FL AND OTHERS
Cause	PERSONAL INJURY - NON-AUTO
Where filed	HARRIS COUNTY CIVIL DISTRICT COURT, HOUSTON, TX
Date status attained	03/07/17
Date filed	01/27/17
Latest Info Received	03/13/17

Status	**Judgment entered**
CASE NO.	MVS1601656
Plaintiff	RUTHEE GOLDKORN
Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Cause	SMALL CLAIMS-OVER $1500/UNDER $5000
Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Date status attained	06/29/16
Date filed	05/12/16
Latest Info Received	07/07/16

Status	**Judgment entered**
CASE NO.	MVS1601655
Plaintiff	RUTHEE GOLDKORN
Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Cause	SMALL CLAIMS-OVER $1500/UNDER $5000
Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Date status attained	06/29/16
Date filed	05/12/16
Latest Info Received	07/07/16

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2017 7422696
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7422605
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds

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Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7422472
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OD INTERNATIONAL, INC
Filing No.	2017 7422399
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7434972
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7434964
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OD INTERNATIONAL, INC.
Filing No.	2017 7434956
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products
Type	Original
Sec. Party	CARROLLTON BANK, O'FALLON, IL
Debtor	LAPPE, CRAIG M., SAINT PETERS, MO
Filing No.	1710069456931
Filed With	SECRETARY OF STATE/UCC DIVISION, JEFFERSON CITY, MO
Date Filed	2017-10-06
Latest Info Received	10/10/17

Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
Type	Original
Sec. Party	A.T. CROSS COMPANY, LINCOLN, RI
Debtor	OFFICE DEPOT, INC.
Filing No.	2009 2280771
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-07-16
Latest Info Received	08/13/09

Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2008 3282710
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-09-26
Latest Info Received	10/22/08

Type	Release
Sec. Party	JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2011 0413271
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2011-02-03
Latest Info Received	03/29/11
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type

	Amendment
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Debtor	OFFICE DEPOT, INC.
Filing No.	2012 1005273
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2012-03-14
Latest Info Received	04/05/12
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Continuation
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC., DELRAY BEACH, FL
Filing No.	2018 2560627
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2018-04-16
Latest Info Received	06/04/18
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

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Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated

Special Events

11/20/2018 -STOCK/BOND ISSUANCE/REDEMPTION/REPURCHASE :

According to published reports, Office Depot, Inc. announced that its Board of Directors has authorized a new stock repurchase program for up to $100 million of its outstanding common stock beginning January 1, 2019. The Board of Directors has approved a new $100 million stock repurchase authorization effective January 1, 2019. The new stock repurchase program will follow the Company's current program, which expires on December 31,

2018.

-LINE OF CREDIT :

According to published reports, According to published reports, Office Depot, Inc. announced that it has repriced its Term Loan Credit Agreement due 2022. As part of the repricing, the Company will repay approximately $200 million of the outstanding term loan, bringing the outstanding balance to $500 million. The Company entered into an amendment to its term loan that reduced the applicable interest rate margin by 175 basis points to LIBOR plus 525 basis points effective November 21, 2018. All other material provisions of the term loan remain unchanged. In conjunction with the repricing, the Company also will make a voluntary repayment under the term loan of $194 million, reducing the current outstanding principal amount to $500 million.

11/07/2018 -EARNINGS UPDATE :

According to published reports, comparative operating results for the 39 weeks ended September 29, 2018: Sales of $8,345,000,000, Net Income of $118,000,000; compared to Sales of $7,659,000,000, Net Income of $233,000,000 for the comparable period in the prior year.

08/07/2018 -EARNINGS UPDATE :

According to published reports, comparative operating results for the 26 weeks ended June 30, 2018: Sales of $5,458,000,000, Net Income of $57,000,000; compared to Sales of $5,039,000,000, Net Income of $140,000,000 for the comparable period in the prior year.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	OFFICE DEPOT, INC.
Doing Business As :	OFFICE DEPOT , OFFICEMAX
Street Address:	6600 N Military Trl Boca Raton , FL 33496
Phone:	561 438-4800
URL:	http://www.officedepot.com
Stock Symbol:	ODP
History	Is clear
Operations	Profitable
Present management control	33 years
Annual Sales	10,240,000,000

History

The following information was reported: **10/01/2018**

Officer(s):	JOSEPH S VASSALLUZZO, NON EXEC CHB+ GERRY P SMITH, CEO+ JOSEPH T LOWER, EXEC V PRES-CFO N DAVID BLEISCH, EXEC V PRES-CLO-CORP SEC JERRI DEVARD, EXEC V PRES-CCO TODD HALE, EXEC V PRES-CIO JANET SCHIJNS, CHIEF MERCHANDISING AND SERVICES OFFICER
DIRECTOR(S) :	The officers identified by (+) and Kristin A Campbell, Cynthia T Jamison, Francesca Ruiz De Luzuriaga, V James Marino, David M Szymanski, and Nigel Travis.

The Delaware Secretary of State's business registrations file showed that Office Depot, Inc. was registered as a Corporation on September 12, 1986, under the file registration number 2101387.

Business started 1986.

The company's common stock is traded on the NASDAQ Global Select Market under the symbol "ODP ". As of January 26, 2018, there were 8,753 holders of record of the company's common stock. As of March 7, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were :
Blackrock, Inc. (9.66%); Hotchkis and Wiley Capital Management, LLC (8.05%); The Vanguard Group (7.85%); Thomas H. Lee Advisors, LLC (7.69%); Dimensional Fund Advisors LP (6.74%); and Fairpointe Capital LLC (5.60%). As of the same date, directors and officers as a group beneficially owns 2.18% of the outstanding shares.

RECENT EVENTS :

On February 6, 2018, Platinum Equity, LLC, acquired OfficeMax Australia Limited, Richmond, Australia, from the company.

On November 8, 2017, Lincoln Merger Sub One, Inc., f/k/a THL Portfolio Holdings Corp. an indirect parent company of CompuCom Systems, Inc., merged with and into Lincoln Merger Sub Two, LLC, a wholly-owned subsidiary of the company. With the merger, Lincoln Merger Sub One, Inc. has

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Attachment 7.1

ceased to exist as a legal entity and the operations were integrated to Lincoln Merger Sub Two, LLC. As part of the transaction, CompuCom Systems Holding LLC, Fort Mill, SC, the direct parent company of CompuCom Systems, Inc., will now operate as a subsidiary of Lincoln Merger Sub Two, LLC. Terms of the deal were approximately $937 million.

In October 2017, the company acquired Complete Office, LLC. As a result of the acquisition, Complete Office, LLC now operates as a subsidiary of Office Depot.

On April 26, 2017, Excelsior Capital Asia (HK) Limited, Pok Fu Lam, Hong Kong, acquired the South Korean business of the company.

On December 31, 2016, the company completed the sale of the OD European Business to The AURELIUS Group.

During the second quarter of 2016, the company completed its 400 store closure program associated with the 2014 Real Estate Strategy.

JOSEPH S VASSALLUZZO. Director since 2013. He was appointed as the independent Non-Executive Chairman of the Board in February 2017. Since 2002, he has served as a Director of the Federal Realty Investment Trust, where he is Chairman of the Board of Trustees.

GERRY P SMITH. Director since 2017. He was appointed to serve as CEO of the company effective February 2017. Prior to joining the company, he was at Lenovo Group Limited, since 2006, most recently serving as Executive Vice President and COO since 2016.

JOSEPH T LOWER. He was appointed as Executive Vice President and CFO in January 2018. Prior to joining the company, he served as Vice President and CFO at B/E Aerospace, Inc. between November 2014 and April 2017. Prior to joining B/E Aerospace, he was Vice President of Business Development and Strategy for The Boeing Company, where he spent 12 years.

N DAVID BLEISCH. he was appointed as Executive Vice President, Chief Legal Officer (CLO) and Corporate Secretary in September 2017. Prior to joining the company, he was Senior Vice President and CLO for The ADT Corporation from September 2012 through May 2016. Prior to assuming this role, he served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions.

JERRI DEVARD. She was named Executive Vice President and Chief Customer Officer (CCO) in January 2018. she joined the company in September 2017 as Executive Vice President and Chief Marketing Officer (CMO). Prior to joining the company, she was Senior Vice President and CMO for The ADT Corporation from April 2014 to June 2016.

TODD HALE. He was appointed as Executive Vice President and Chief Information Officer (CIO) in August 2016. Previously, he served as Senior Vice President, North American CIO. Mr. Hale joined the company in 2004.

JANET SCHIJNS. She was appointed as Executive Vice President, Chief Merchandising and Services Officer in January 2018. She joined the company in July 2017 as Senior Vice President, Chief Merchandising and Services Officer. Prior to joining the company, she held several positions with Verizon, most recently serving as Chief Channel Executive and Vice President of Verizon Business Markets from December 2016 until July 2017.

KRISTIN A CAMPBELL. Director since 2016. She has been the Executive Vice President and General Counsel for Hilton Worldwide Holdings Inc. since June 2011.

CYNTHIA T JAMISON. Director since 2013. She was the CFO of AquaSpy, Inc. from 2009 to 2012.

FRANCESCA RUIZ DE LUZURIAGA. Director since 2013. From 1999 to 2000, she served as the COO of Mattel Interactive, a business unit of Mattel, Inc.

V JAMES MARINO. Director since 2013. From 2006 until his retirement in August 2011, he was the President and CEO of Alberto-Culver Company.

DAVID M SZYMANSKI. Director since 2013. He became the Dean of the University of Cincinnati Lindner College of Business in 2010.

NIGEL TRAVIS. Director since 2012. He has been the Chairman of the Board of Dunkin' Brands Group Inc since May 2013 and its CEO since January 2009.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF

Aug 03 2018

Registered Name:	OFFICE DEPOT, INC.
Business type:	DOMESTIC CORPORATION
Corporation type:	NOT AVAILABLE
Date incorporated:	Sep 12 1986
State of incorporation:	DELAWARE
Filing date:	Sep 12 1986
Registration ID:	2101387
Status:	GOOD STANDING
Status Attained Date:	Mar 02 2017
Where filed:	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent:	CORPORATE CREATIONS NETWORK INC. , 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 , WILMINGTON , DE , 198100000

Operations

10/01/2018

Description:	The company, together with its subsidiaries, provides various products and services. It operates in three divisions: Retail, Business Solutions, and CompuCom. The Retail division operates retail stores, which offer office supplies; technology products and solutions; business machines and related supplies; print, cleaning, breakroom, and facilities products; and office furniture in the United States, Puerto Rico, and the U.S. Virgin Islands. Its stores also provide printing, reproduction, mailing, and shipping services. TRADEMARK (S): Office Depot, Ativa, Foray, Realspace, OfficeMax, TUL, WorkPro, Brenton Studio, Highmark, and others. Terms are cash and contract basis. Sells to general public and commercial concerns. Territory : International. The company's business is somewhat seasonal, with sales generally trending lower in the second quarter, following the back-to-business sales cycle in the first quarter and preceding the back-to-school sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted its operations and financial position when compared to other periods. With the exception of online purchases placed or fulfilled in its retail locations, online sales activities are reported in the North American Business Solutions.
Employees:	45,000 which includes officer(s). 2,400 employed here.
Facilities:	Leases 625,000 sq. ft. in a building.
Branches:	The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5943 9902 Office forms and supplies

5044 0000 Office equipment

5734 0000 Computer and software stores

5734 9901 Personal computers

5045 0000 Computers, peripherals, and software

5045 9905 Computers, nec

NAICS:

453210 Office Supplies and Stationery Stores

423420 Office Equipment Merchant Wholesalers

443142 Electronics Stores

443142 Electronics Stores

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Financials

Company Financials: D&B

03/20/2018

Three-year Statement Comparative:

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	Fiscal Consolidated Dec 30 2017 (in thousands)	Fiscal Consolidated Dec 31 2016 (in thousands)	Fiscal Consolidated Dec 31 2015 (in thousands)
Current Assets	2,871,000	2,973,000	4,060,000
Current Liabilities	2,046,000	2,031,000	2,743,000
Current Ratio	1.4	1.46	1.48
Working Capital	825,000	942,000	1,317,000
Other Assets	3,452,000	2,567,000	2,382,000
Net Worth	2,120,000	1,852,000	1,603,000
Sales	10,240,000	11,021,000	11,727,000
Long Term Liab	2,157,000	1,657,000	2,096,000
Net Profit (Loss)	181,000	529,000	8,000

Company Financial: EDGAR (Annual Statements)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
ASSETS			
Current Assets			
Cash and Cash Equivalents	622,000,000.00	763,000,000.00	860,000,000.00
Short Term Investments	UN	UN	UN
Net Trade Receivables	931,000,000.00	687,000,000.00	746,000,000.00
Inventory	1,093,000,000.00	1,279,000,000.00	1,406,000,000.00
Other Current Assets	225,000,000.00	244,000,000.00	1,048,000,000.00
Total Current Assets	**2,871,000,000.00**	**2,973,000,000.00**	**4,060,000,000.00**
Furnitures and Fixtures	725,000,000.00	601,000,000.00	665,000,000.00
Fixed Assets	725,000,000.00	601,000,000.00	665,000,000.00
Long Term Investments	863,000,000.00	885,000,000.00	905,000,000.00
Deferred Long Term Asset Charges	305,000,000.00	466,000,000.00	11,000,000.00
Other Assets	260,000,000.00	219,000,000.00	385,000,000.00
Goodwill	851,000,000.00	363,000,000.00	363,000,000.00
Total Assets	**6,323,000,000.00**	**5,540,000,000.00**	**6,442,000,000.00**
Accumulated Amortization	UN	UN	UN
Intangible Assets	448,000,000.00	33,000,000.00	53,000,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	1,883,000,000.00	1,898,000,000.00	2,070,000,000.00
Short Term And Current Long Term Debt	96,000,000.00	29,000,000.00	51,000,000.00
Other Current Liabilities	67,000,000.00	104,000,000.00	622,000,000.00
Total Current Liabilities	**2,046,000,000.00**	**2,031,000,000.00**	**2,743,000,000.00**
Long Term Debt	1,712,000,000.00	1,156,000,000.00	1,447,000,000.00
Deferred Long Term Liability Charges	336,000,000.00	361,000,000.00	421,000,000.00
Negative Goodwill	UN	UN	UN
Minority Interest	UN	UN	UN
Other Liabilities	91,000,000.00	140,000,000.00	228,000,000.00
Misc Stocks Options Warrant	18,000,000.00	0.00	UN
Total Liabilities	**4,185,000,000.00**	**3,688,000,000.00**	**4,839,000,000.00**
SHAREHOLDER'S EQUITY			
Preferred Stock Amount	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-273,000,000.00	-453,000,000.00	-982,000,000.00
Treasury Stock	-246,000,000.00	-190,000,000.00	-58,000,000.00
Capital Surplus	2,711,000,000.00	2,618,000,000.00	2,607,000,000.00
Other Equity	-78,000,000.00	-129,000,000.00	30,000,000.00
Total Equity	**2,120,000,000.00**	**1,852,000,000.00**	**1,603,000,000.00**

Income Statement

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Sales (Revenue)	10,240,000,000.00	11,021,000,000.00	11,727,000,000.00
Cost of Revenue	7,779,000,000.00	8,313,000,000.00	8,864,000,000.00
Gross Profit	**2,461,000,000.00**	**2,708,000,000.00**	**2,863,000,000.00**
Sales And General Admin	2,022,000,000.00	2,242,000,000.00	2,425,000,000.00
Research and Development Expense	UN	UN	UN
Non Recurring Expenses	98,000,000.00	-65,000,000.00	255,000,000.00
Other Operating Items	UN	UN	UN
Operating Income	341,000,000.00	531,000,000.00	183,000,000.00
Net Total Other Income and Expenses	20,000,000.00	8,000,000.00	23,000,000.00
Earnings Before Interest and Taxes	361,000,000.00	539,000,000.00	206,000,000.00
Interest Expense	62,000,000.00	80,000,000.00	91,000,000.00
Earning Before Tax	299,000,000.00	459,000,000.00	115,000,000.00
Income Tax Expense	153,000,000.00	-220,000,000.00	23,000,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	146,000,000.00	679,000,000.00	92,000,000.00
Discontinued Operations	35,000,000.00	-150,000,000.00	-84,000,000.00
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	**181,000,000.00**	**529,000,000.00**	**8,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	181,000,000.00	529,000,000.00	8,000,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Depreciation	159,000,000.00	181,000,000.00	253,000,000.00
Net Income Adjustments	202,000,000.00	61,000,000.00	180,000,000.00
Changes in Liabilities	-252,000,000.00	-339,000,000.00	-279,000,000.00
Changes in Accounts Receivables	15,000,000.00	55,000,000.00	55,000,000.00
Changes in Inventories	160,000,000.00	56,000,000.00	-99,000,000.00
Changes in Other Operating Activities	-83,000,000.00	-238,000,000.00	-7,000,000.00
Net Cash Flows - Operating Activities	467,000,000.00	492,000,000.00	138,000,000.00
Capital Expenditures	-141,000,000.00	-111,000,000.00	-144,000,000.00
Investments	-42,000,000.00	-0.00	-0.00
Other Cash Flows from Investing Activities	-850,000,000.00	27,000,000.00	86,000,000.00
Net Cash Flows - Investing Activities	-1,033,000,000.00	-84,000,000.00	-58,000,000.00
Dividends Paid	-53,000,000.00	-26,000,000.00	-0.00
Sale and Purchase of Stock	-56,000,000.00	-132,000,000.00	0.00

Net Borrowings	609,000,000.00	-299,000,000.00	-32,000,000.00
Other Cash Flows from Financing Activities	-15,000,000.00	-12,000,000.00	7,000,000.00
Net Cash Flows - Financing Activities	473,000,000.00	-475,000,000.00	-26,000,000.00
Effect of Exchange Rate	7,000,000.00	-8,000,000.00	-29,000,000.00
Change in Cash and Cash Equivalents	-171,000,000.00	-262,000,000.00	-2,000,000.00

Financial Ratios

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
Solvency Ratios			
Current Ratio	1.40	1.46	1.48
Quick Ratio	0.76	0.71	0.59
Current Liabilities to Net Worth (%)	95.70	109.67	171.12
Total Liabilities/Net Worth (%)	195.74	199.14	301.87
Current Liabilities to Inventory	187.19	158.80	195.09
Fixed Assets to Net Worth (%)	33.91	32.45	41.48
Cash Ratio	0.30	0.38	0.31
Efficiency Ratios			
Accounts Payable to Sales Ratio	0.18	0.17	0.18
Sales to Working Capital Ratio	12.41	11.70	8.90
Sales to Inventory (%)	936.87	861.69	834.07
Assets/Sales	61.75	50.27	54.93
ROCE (%)	8.44	15.36	5.57
Profitability Ratios			
Return on Net Worth (%)	8.54	28.56	0.50
Return on Assets (%)	2.86	9.55	0.12
Return on Sales (%)	3.53	4.89	1.76
Gross Profit Margin (%)	24.03	24.57	24.41
Operating Margin (%)	3.33	4.82	1.56
Pre-Tax Profit Margin (%)	2.92	4.16	0.98
Profit Margin (%)	1.77	4.80	0.07
Pre-Tax Return on Equity (%)	14.10	24.78	7.17
After Tax Return on Equity (%)	8.54	28.56	0.50
Operating Income to Interest Ratio	5.50	6.64	2.01
Financial Leverage Ratios			
EBITDA to EBIT Ratio	1.44	1.34	2.23
Debt to Income Ratio	23.12	6.97	604.88
Debt to Equity Ratio	1.97	1.99	3.02
Equity Ratio (%)	33.53	33.43	24.88
Interest Coverage Ratio	5.82	6.74	2.26
Interest Coverage by EBITDA Ratio	3.26	4.48	-0.52

Note:UN=Unavailable

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Company Financial: EDGAR (Quarterly Statements)

Balance Sheet

Quarter	Q3	Q2	Q1	Q4
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
ASSETS				
Current Assets				
Cash and Cash Equivalents	925,000,000.00	747,000,000.00	737,000,000.00	622,000,000.00
Short Term Investments	UN	UN	UN	UN
Net Trade Receivables	950,000,000.00	905,000,000.00	942,000,000.00	931,000,000.00
Inventory	1,023,000,000.00	1,122,000,000.00	1,033,000,000.00	1,093,000,000.00
Other Current Assets	112,000,000.00	142,000,000.00	216,000,000.00	225,000,000.00
Total Current Assets	**3,010,000,000.00**	**2,916,000,000.00**	**2,928,000,000.00**	**2,871,000,000.00**
Furnitures and Fixtures	744,000,000.00	722,000,000.00	713,000,000.00	725,000,000.00
Fixed Assets	744,000,000.00	722,000,000.00	713,000,000.00	725,000,000.00
Long Term Investments	847,000,000.00	853,000,000.00	858,000,000.00	863,000,000.00
Deferred Long Term Asset Charges	272,000,000.00	290,000,000.00	295,000,000.00	305,000,000.00
Other Assets	257,000,000.00	259,000,000.00	266,000,000.00	260,000,000.00
Goodwill	908,000,000.00	881,000,000.00	882,000,000.00	851,000,000.00
Total Assets	**6,472,000,000.00**	**6,359,000,000.00**	**6,390,000,000.00**	**6,323,000,000.00**
Accumulated Amortization	UN	UN	UN	UN
Intangible Assets	434,000,000.00	438,000,000.00	448,000,000.00	448,000,000.00
LIABILITIES				
Current Liabilities				
Accounts Payable	2,136,000,000.00	2,023,000,000.00	1,986,000,000.00	1,883,000,000.00
Short Term And Current Long Term Debt	92,000,000.00	97,000,000.00	93,000,000.00	96,000,000.00
Other Current Liabilities	0.00	0.00	27,000,000.00	67,000,000.00
Total Current Liabilities	**2,228,000,000.00**	**2,120,000,000.00**	**2,106,000,000.00**	**2,046,000,000.00**
Long Term Debt	1,646,000,000.00	1,668,000,000.00	1,688,000,000.00	1,712,000,000.00
Deferred Long Term Liability Charges	318,000,000.00	327,000,000.00	331,000,000.00	336,000,000.00
Negative Goodwill	UN	UN	UN	UN
Minority Interest	UN	UN	UN	UN
Other Liabilities	83,000,000.00	88,000,000.00	90,000,000.00	91,000,000.00
Misc Stocks Options Warrant	0.00	0.00	18,000,000.00	18,000,000.00
Total Liabilities	**4,275,000,000.00**	**4,203,000,000.00**	**4,215,000,000.00**	**4,185,000,000.00**
SHAREHOLDER'S EQUITY				
Preferred Stock Amount	UN	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-160,000,000.00	-220,000,000.00	-236,000,000.00	-273,000,000.00
Treasury Stock	-268,000,000.00	-254,000,000.00	-246,000,000.00	-246,000,000.00
Capital Surplus	2,684,000,000.00	2,691,000,000.00	2,697,000,000.00	2,711,000,000.00
Other Equity	-65,000,000.00	-67,000,000.00	-64,000,000.00	-78,000,000.00
Total Equity	**2,197,000,000.00**	**2,156,000,000.00**	**2,157,000,000.00**	**2,120,000,000.00**

Income Statement

Quarter	Q3	Q2	Q1	Q4
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Sales (Revenue)	2,887,000,000.00	2,628,000,000.00	2,830,000,000.00	2,581,000,000.00
Cost of Revenue	2,201,000,000.00	2,032,000,000.00	2,163,000,000.00	1,974,000,000.00
Gross Profit	**686,000,000.00**	**596,000,000.00**	**667,000,000.00**	**607,000,000.00**
Sales And General Admin	567,000,000.00	534,000,000.00	573,000,000.00	503,000,000.00
Research and Development Expense	UN	UN	UN	UN
Non Recurring Expenses	14,000,000.00	14,000,000.00	17,000,000.00	35,000,000.00
Other Operating Items	UN	UN	UN	UN
Operating Income	105,000,000.00	48,000,000.00	77,000,000.00	69,000,000.00
Net Total Other Income and Expenses	11,000,000.00	11,000,000.00	7,000,000.00	-5,000,000.00
Earnings Before Interest and Taxes	116,000,000.00	59,000,000.00	84,000,000.00	64,000,000.00
Interest Expense	31,000,000.00	31,000,000.00	29,000,000.00	23,000,000.00
Earning Before Tax	85,000,000.00	28,000,000.00	55,000,000.00	41,000,000.00

Income Tax Expense	24,000,000.00	9,000,000.00	22,000,000.00	90,000,000.00
Equity Earnings or Loss	UN	UN	UN	UN
Minority Interest Expense	UN	UN	UN	UN
Net Income From Continuing Operations	61,000,000.00	19,000,000.00	33,000,000.00	-49,000,000.00
Discontinued Operations	0.00	-3,000,000.00	8,000,000.00	-3,000,000.00
Effect of Accounting Changes	UN	UN	UN	UN
Extraordinary Items	UN	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00	0.00
Net Income	**61,000,000.00**	**16,000,000.00**	**41,000,000.00**	**-52,000,000.00**
Preferred Stocks and Other Adjustments	UN	UN	UN	UN
Net Income Applicable to Common Shares	61,000,000.00	16,000,000.00	41,000,000.00	-52,000,000.00

Statement of Cash Flow

Quarter	**Q3**	**Q2**	**Q1**	**Q4**
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Depreciation	51,000,000.00	47,000,000.00	51,000,000.00	42,000,000.00
Net Income Adjustments	37,000,000.00	22,000,000.00	29,000,000.00	128,000,000.00
Changes in Liabilities	UN	UN	UN	-252,000,000.00
Changes in Accounts Receivables	UN	UN	UN	15,000,000.00
Changes in Inventories	UN	UN	UN	160,000,000.00
Changes in Other Operating Activities	158,000,000.00	-7,000,000.00	126,000,000.00	7,000,000.00
Net Cash Flows - Operating Activities	304,000,000.00	44,000,000.00	207,000,000.00	59,000,000.00
Capital Expenditures	-47,000,000.00	-37,000,000.00	-37,000,000.00	-49,000,000.00
Investments	-0.00	UN	UN	-0.00
Other Cash Flows from Investing Activities	-32,000,000.00	1,000,000.00	-29,000,000.00	-858,000,000.00
Net Cash Flows - Investing Activities	-79,000,000.00	-36,000,000.00	-66,000,000.00	-907,000,000.00
Dividends Paid	-14,000,000.00	-14,000,000.00	-14,000,000.00	-14,000,000.00
Sale and Purchase of Stock	-14,000,000.00	-26,000,000.00	0.00	-22,000,000.00
Net Borrowings	-23,000,000.00	-26,000,000.00	-25,000,000.00	718,000,000.00
Other Cash Flows from Financing Activities	-2,000,000.00	0.00	-1,000,000.00	2,000,000.00
Net Cash Flows - Financing Activities	-52,000,000.00	-66,000,000.00	-41,000,000.00	672,000,000.00
Effect of Exchange Rate	1,000,000.00	-3,000,000.00	-2,000,000.00	-1,000,000.00
Change in Cash and Cash Equivalents	177,000,000.00	-27,000,000.00	138,000,000.00	-188,000,000.00

Financial Ratios

Quarter	**Q3**	**Q2**	**Q1**	**Q4**
Quarter Ending	**Sep 29 2018**	**Jun 30 2018**	**Mar 31 2018**	**Dec 30 2017**
Solvency Ratios				
Current Ratio	1.35	1.38	1.39	1.40
Quick Ratio	0.84	0.78	0.80	0.76
Current Liabilities to Net Worth (%)	101.41	98.33	96.83	95.70
Total Liabilities/Net Worth (%)	194.58	194.94	193.79	195.74
Current Liabilities to Inventory	217.79	188.95	203.87	187.19
Fixed Assets to Net Worth (%)	33.86	33.49	32.78	33.91
Cash Ratio	0.42	0.35	0.35	0.30
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.74	0.77	0.70	0.73
Sales to Working Capital Ratio	3.69	3.30	3.44	3.13
Sales to Inventory (%)	282.21	234.22	273.96	236.14
Assets/Sales	224.18	241.97	225.80	244.98
ROCE (%)	2.73	1.39	1.96	1.50
Profitability Ratios				
Return on Net Worth (%)	2.78	0.74	1.90	-2.45
Return on Assets (%)	0.94	0.25	0.64	-0.82
Return on Sales (%)	4.02	2.25	2.97	2.48
Gross Profit Margin (%)	23.76	22.68	23.57	23.52
Operating Margin (%)	3.64	1.83	2.72	2.67
Pre-Tax Profit Margin (%)	2.94	1.07	1.94	1.59
Profit Margin (%)	2.11	0.61	1.45	-2.01
Pre-Tax Return on Equity (%)	3.87	1.30	2.55	1.93
After Tax Return on Equity (%)	2.78	0.74	1.90	-2.45
Operating Income to Interest Ratio	3.39	1.55	2.66	3.00
Financial Leverage Ratios				
EBITDA to EBIT Ratio	1.44	1.80	1.61	1.66
Debt to Income Ratio	70.08	262.69	102.80	-80.48
Debt to Equity Ratio	1.95	1.95	1.95	1.97
Equity Ratio (%)	33.95	33.90	33.76	33.53
Interest Coverage Ratio	3.74	1.90	2.90	2.78
Interest Coverage by EBITDA Ratio	2.10	0.39	1.14	0.96

Note:UN=Unavailable

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Statement Update

11/08/2018
Interim Consolidated statement dated SEP 29 2018 (in thousands):

Assets		**Liabilities**	
Cash	925,000	Accts Pay	1,085,000
Accts Rec	950,000	S-T Borrowings & L-T Debt	92,000
Inventory	1,023,000	Accruals	1,048,000
Prepaid Exps & Other Current Assets	112,000	Taxes	3,000
Curr Assets	3,010,000	**Curr Liabs**	2,228,000
Fixt & Equip	744,000	Def Income Taxes & Other L/T Liabs	318,000
Goodwill	908,000	Long-Term Debt-Net	887,000
Other Intangible Assets-Net	434,000	L.T. Liab-Other	842,000
Timber Notes Receivable	847,000	COMMON STOCK	6,000
Other Assets	529,000	ADDIT. PD.-IN CAP	2,684,000
		ACCUM OTHER COMPREHENSIVE LOSS	(65,000)
		RETAINED EARNINGS	(160,000)
		TREASURY STOCK	(268,000)
Total Assets	6,472,000	**Total Liabilities + Equity**	6,472,000

From DEC 31 2017 to SEP 29 2018 sales $8,345,000,000; cost of goods sold $6,396,000,000. Gross profit $1,949,000,000; operating expenses $1,719,000,000. Operating income $230,000,000; other income $34,000,000; other expenses $91,000,000; net income before taxes $173,000,000; Federal income tax $55,000,000; net income $118,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Explanations
The net worth of this company includes intangibles; Other Assets consist of deferred income taxes and other assets; Other Long Term Liabilities consist of pension and postretirement obligations-net and non recourse debt.

Additional Financial Data

Fiscal Consolidated statement dated DEC 30 2017 (in thousands):

Tab 7 - Appendix D
Attachment 7.1

Assets		Liabilities	
Cash	622,000	Accts Pay	892,000
Accts Rec	931,000	Borrowings & Long-Term Debt	96,000
Inventory	1,093,000	Accruals	986,000
Prepaid Exps & Other Current Assets	86,000	Taxes	5,000
Discontinued Operations	139,000	Discontinued Operations	67,000
Curr Assets	**2,871,000**	**Curr Liabs**	**2,046,000**
Fixt & Equip	725,000	Deferred Income Taxes & Other Liabs	336,000
Goodwill	851,000	Long-Term Debt-Net	936,000
Other Intangible Assets-Net	448,000	L.T. Liab-Other	885,000
Timber Notes Receivable	863,000	COMMON STOCK	6,000
Other Assets	565,000	ADDIT. PD.-IN CAP	2,711,000
		TREASURY STOCK	(246,000)
		RETAINED EARNINGS	(273,000)
		ACCUM OTHER COMPREHENSIVE LOSS	(78,000)
Total Assets	**6,323,000**	**Total Liabilities + Equity**	**6,323,000**

From JAN 01 2017 to DEC 30 2017 annual sales $10,240,000,000; cost of goods sold $7,779,000,000. Gross profit $2,461,000,000; operating expenses $2,120,000,000. Operating income $341,000,000; other income $22,000,000; other expenses $64,000,000; net income before taxes $299,000,000; Federal income tax $153,000,000. Net income $181,000,000. Discontinued Operations $35,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Boca Raton, Florida.

ACCOUNTANTS OPINION

A review of the accountant's opinion indicated that the financial statement meets generally accepted accounting principles and the audit contains no qualifications.

The net worth of this company includes intangibles.

Other assets consist of deferred income taxes and other assets.

Other long term liabilities consist of pension & postretirement obligations-net, non-recourse debt and redeemable noncontrolling interest.

The report was updated using information the company filed with the Securities and Exchange Commission.

Key Business Ratios

Statement Date	Dec 30 2017
Based on this Number of Establishments	15

		Industry Norms Based On 15 Establishments	
	This Business	**Industry Median**	**Industry Quartile**
Profitability			
Return on Sales %	1.8	0.2	1
Return on Net Worth %	8.5	0.9	1
Short-Term Solvency			
Current Ratio	1.4	2.3	3
Quick Ratio	0.8	1.4	3
Efficiency			
Assets to Sales %	61.7	33.4	4
Sales / Net Working Capital	12.4	7.6	1
Utilization			
Total Liabilities / Net Worth (%)	198.3	71.9	4

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT
OFFICE DEPOT, INC.	Application - #FCLM5EAXG	Approved	11/06/2014 01:55 PM EST
Officedepot	Application - #FCLM5EAYL	Approved	11/06/2014 01:57 PM EST
Officedepot	Application - #FCL95EMC8	Approved	11/06/2014 02:04 PM EST
Officedepot	Application - #FCLC5EG6T	Approved	11/06/2014 02:32 PM EST
Officedepot	Application - #FCLH5EXX5	Approved	11/06/2014 02:39 PM EST
Officedepot	Application - #FCLL5EXQF	Approved	11/06/2014 02:42 PM EST
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OFFICE DEPOT, INC.	Application - #FCLK5EYXW	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLE5EY55	Approved	11/06/2014 03:42 PM EST
Officedepot	Application - #FCLD5EY8F	Approved	11/06/2014 03:45 PM EST
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Officedepot	Application - #FCLLJN9XB	Approved	11/10/2014 09:31 AM EST
Officedepot	Application - #FCLBJCKYN	Approved	11/10/2014 10:51 AM EST
Officedepot	Application - #FCLKJCKEL	Approved	11/10/2014 10:53 AM EST
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OD FLEX 15 TEST	Application - #FCHHA9XJD	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHTA9XEJ	Approved	04/29/2015 07:01 PM EDT
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OD FLEX 15 TEST	Application - #FCHKAFDQL	Approved	04/30/2015 08:35 AM EDT
OD FLEX 15 TEST	Application - #FCHBAFDYJ	Approved	04/30/2015 08:35 AM EDT
OFFICE DEPOT	Application - #FCHLX6CPA	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHKX6CN6	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCH5X6CTD	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHEX6AJY	Approved	06/16/2015 01:11 PM EDT
OFFICE DEPOT	Application - #FCHLLGJJ9	Approved	06/22/2015 03:22 PM EDT
OFFICE DEPOT	Application - #FCH4LG3FG	Approved	06/22/2015 03:30 PM EDT
OFFICE DEPOT	Application - #FCHNLGEH5	Approved	06/22/2015 03:35 PM EDT
Company	Application - #FCHGJLKY5	Approved	09/30/2015 12:43 AM EDT
Company	Application - #FCH5JLK4Y	Approved	09/30/2015 12:43 AM EDT
OD Land	Application - #FCHJJPMVV	Approved	10/07/2015 12:14 PM EDT
Tam co	Application - #FCHV3QQ4	Approved	10/13/2015 10:52 AM EDT

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Tab 7 - Appendix D
Attachment 7.1

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TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGEC	Approved	10/21/2015 04:56 PM EDT
TEST	Application - #FCHB39EXG	Approved	10/22/2015 05:34 PM EDT
TEST	Application - #FCHW398CT	Approved	10/22/2015 05:42 PM EDT
test	Application - #FCH3EGYFQ	Approved	10/27/2015 03:58 PM EDT
TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
office depot	Application - #FCHK8PXFP	Approved	11/16/2015 11:48 AM EST
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office depot98712	Application - #FCHJ6KVAN	Approved	12/07/2015 03:39 PM EST
OD Land	Application - #FCHW6HJQ	Approved	12/08/2015 05:39 PM EST
OD Test	Application - #FCHNPTK54	Approved	01/20/2016 07:01 AM EST
OD Testing	Application - #FCHFPTBN4	Approved	01/20/2016 12:21 PM EST
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OD 50-99	Application - #FCHF939TY	Approved	02/16/2016 10:50 AM EST
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OD 200-249	Application - #FCHN93FDV	Approved	02/16/2016 10:51 AM EST
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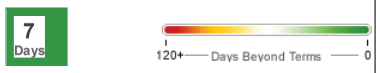
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Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

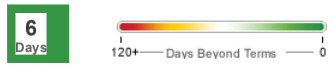
Days Beyond Terms - Past 3 & 12 Months

3 months from Nov 18 to Jan 19



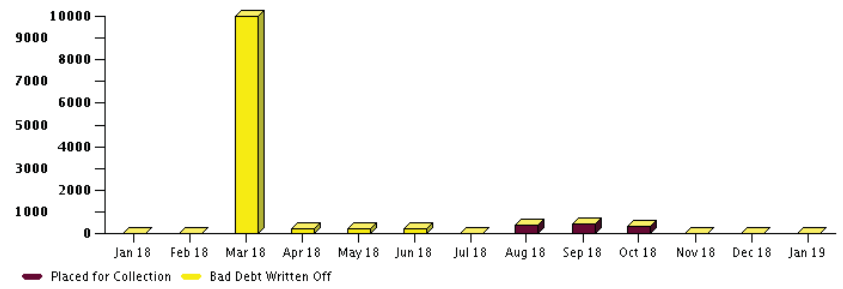
Dollar-weighted average of **7383** payment experiences reported from **115** companies

12 months from Feb 18 to Jan 19



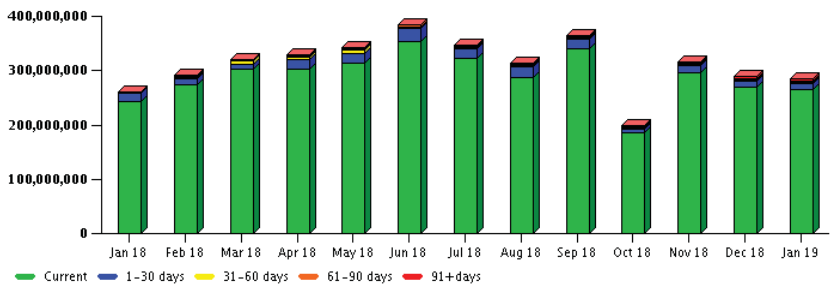
Dollar-weighted average of **8314** payment experiences reported from **189** companies

Derogatory Events Last 13 Months from Jan 18 to Jan 19



Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Placed for collection	-	-	-	-	-	-	-	365 on 1 acct	438 on 1 acct	326 on 1 acct	-	-	-
Bad debt written off	-	-	9,994 on 4 acct	200 on 1 acct	200 on 1 acct	200 on 1 acct	-	-	-	-	-	-	-

Total Amount Current and Past Due - 13 month trend from Jan 18 to Jan 19



Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	D
Total	261,256,986	291,887,364	321,381,782	328,435,420	341,561,759	385,327,120	346,241,969	314,915,387	364,960,347	199,845,552	316,592,832	289,
Current	244,007,764	275,037,917	301,780,092	302,772,993	314,413,179	353,785,075	323,431,959	286,986,289	340,741,186	184,616,100	295,359,480	270,
1-30 Days Past Due	13,809,650	10,613,628	9,956,575	17,482,862	17,863,345	23,245,323	16,886,016	19,660,397	17,742,126	8,087,282	13,266,727	11,
31-60 Days Past Due	1,512,902	2,531,503	5,868,781	4,937,204	5,445,784	2,975,707	1,393,872	3,303,968	1,609,985	1,471,711	2,406,066	2,
61-90 Days Past Due	669,972	2,369,452	2,310,120	1,865,263	2,306,325	3,680,202	2,530,921	2,707,192	2,348,228	2,812,171	2,013,805	1,
90+ Days Past Due	1,256,698	1,334,864	1,466,214	1,377,098	1,533,126	1,640,813	1,999,201	2,257,541	2,518,822	2,858,288	3,546,754	3,

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Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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Tab Eight:

National IPA Response Exhibits for Reference (Appendix D, Exhibits C, D, & H)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

Appendix D

Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners

The following supplemental exhibits, which were included in the solicitation and cited within the text of the response. These are provided as a reference as a supplemental tab in our submission

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, several suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates

and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIAL PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

[Insert Participating Public Agency Name]	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY d/b/a OMNIA Partners Public Sector
_____	_____
Signature	Signature
_____	Sarah Vavra
Name	Name
_____	Sr. Vice President, Public Sector Contracting
Title	Title
_____	_____
Date	Date

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Marylan	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT

SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UTWELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES

OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
AVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITIONOREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Tab 8: Additional Required Documents (Appendix C)

APPENDIX C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

X

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

1/22/19
Date

VP, Public Sector
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Office Depot, Inc.

Address

6600 N Military Trail

Boca Raton, FL 33496

Phone

561-438-4800

Fax

800-593-8830

Contact



Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Official Authorizing Proposal



Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-440027

Date Filed:
01/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Office Depot
Boca Raton, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-03
RFP - Office Supplies, Related Products and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Susan Cummings and my date of birth is 5/10/70

My address is 6600 N Military Trail (street), Boca Raton (city), FL (state), 33496 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gwinnett County, State of GEORGIA, on the 22 day of January (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Susan Cummings, as an authorized representative of Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

1/22/19
Date

Form Revised 10/27/201

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SMC Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative: SMA Date: 1/22/19

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc
Street: 6600 Old Military Trail
City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Susan Cummings, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

1/22/19 _____ Vice President, Public Sector

Date *Authorized Signature and Title*

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
County of Passaic

I, Susan Cummings (Name) residing in Clifton (City)

in the County of Passaic, State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector (Title) of the firm of Office Depot, Inc (Company Name)

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc (Company Name)

Vice President, Public Sector (Authorized Signature & Title)

Subscribed and sworn before me

this 22 day of January 20 19.

Kimberly D Higgins

Notary Public of Gwinnett Co, Ga

My commission expires on 8/5/2022

KIMBERLY D HIGGINS
My Commission Expires
NOTARY PUBLIC
August 5, 2022
GWINNETT COUNTY, GEORGIA

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vice President, Public Sector
Authorized Signature and Title

1/22/19
Date

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Doc #4. continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc

Address: 6600 North Military Trail

City: Boca Raton State: FL Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Susan Cummings Printed Name	Vice President, Public Sector Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[ ] Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

[ ] Check here if the information is continued on subsequent page(s)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
(County Executive)	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ X Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Home Address
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this 22nd day of January, 2019

(Affiant)

(Notary Public)

Susan Cummings, Vice President, Public Sector
(Print name & title of affiant)

My Commission expires: August 5, 2022

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

KIMBERLY D HIGGINS
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires August 5, 2022

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation 19-05 **Bidder/Offeror:** Office Depot, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: Susan Cummings Relationship to Bidder/Offeror: Vice President, E

Description of Activities: Provision of office and classroom supplies, products and furniture

Duration of Engagement: 3 to 5 years Anticipated Cessation Date: 2024

Bidder/Offeror Contact Name: Susan Cummings Contact Phone Number: 513-881-7288

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan Cummings Signature: [signature]

Title: Vice President, Public Sector Date: 1/22/17

NJ Certificate of
Employee Informatic

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

Office DEPOT

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: _____
Joseph White
Assistant Secretary

OFFICE DEPOT, INC. CORPORATE SEAL DELAWARE