



Taking Care of Business



The Cooperative Purchasing Network

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Publication Date: September 24, 2009

Addendum #1

NOTICE TO BIDDERS

Competitive sealed proposals addressed to The Cooperative Purchasing Network (TCPN) will be received in the TCPN Office located at 7145 West Tidwell, Houston, TX 77092-2096 until:

RFP # 09-09

Request for bid Proposal (RFP) for Office Supplies, Related Products, and Office Services

Due Date: Tuesday, October 20, 2009 @ 2:00pm CDT

NOTICE TO VENDORS

It is the intention of **TCPN** to establish annual contracts to satisfy the needs of participating government entities in the purchase of **Office Supplies, Related Products, and Office Services**. These contracts will enable the agencies to purchase on an "as needed" basis from competitively awarded contracts with high performance vendors. Respondents are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. **Respondents are encouraged to offer any product or service that they currently perform in their normal course of business.**

Proposals shall be received no later than the deadline in the offices of the director of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, proposals will be opened and the respondents listed. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted proposals cannot be accepted. Proposal shall be plainly marked with the name of the proposal and the opening date and time. Two (2) bound and signed copies of the proposals shall be provided. For additional information please contact Tracee Metterle in the TCPN office at (713) 744-6356 or (888) 884-7695.

Introduction

The Cooperative Purchasing Network (TCPN)

TCPN is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies throughout the nation.

Participation in TCPN is not required of any governmental agency. However, participation of government agencies can provide the legally required competition for contracts for commonly purchased products and services, thereby saving the individual government agency the cost of completing the competitive process. If a vendor is awarded a TCPN contract, the vendor can avoid the time and expense of going through the competitive process for each individual participating government agency.

Purpose of TCPN

- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Assist government agencies in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

Customer Service

- The successful vendor must be "customer service oriented." Purchasing and materials management must be able to respond to user needs in a manner that satisfies the needs of the agency. TCPN staff is available to end users for guidance in making purchasing and contracting decisions.
- By establishing contracts for many commonly purchased items, TCPN provides a way for government agencies to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TCPN also helps vendors by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TCPN

- TCPN does not charge any fees to participating government agencies.
- The total cost of the TCPN program is funded through an administrative fee paid to



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TCPN by the participating vendors. The fee is based on actual vendor sales and will be two (2) percent of actual sales under this contract.

Purchasing Procedures

- Contracts are established through open competition. A successful vendor that is awarded a TCPN contract has met all bidding requirements.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.
- Participating TCPN members that are using awarded vendors should follow Order Placement procedures posted for each vendor at www.tcpn.org. Two options are available for TCPN to assign depending on vendors capabilities in reporting:
 - First option is contract terms that allow PO's to be sent directly to vendor and must reference "Per TCPN Contract".
 - Second option is PO's are sent directly to TCPN and in return TCPN will forward to awarded vendor. TCPN will randomly audit and review purchases in accordance to the contract the TCPN member is utilizing.

Scope of the Proposal

It is the intention of **TCPN** to establish annual contracts that satisfy the needs of participating government entities in the acquisition of **Office Supplies, Related Products, and Office Services**. TCPN seeks to contract with businesses that can offer their complete line and serve as a single source for TCPN participating entities. TCPN reserves the right to multiple-award this contract, if deemed in the best interest of the membership. TCPN also reserves the right to reject all proposals and not award a contract as determined in the best interests of its participants.

Products considered for award shall be in full compliance to all applicable federal, state and local standards, codes and regulations. Bidders shall document compliance to said standards and provide certificates of insurance.

Bidders are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. Whereas, the items to be purchased are of indefinite description and indefinite quantity, bidders should consider volume potential in regards to the geographic coverage of the TCPN contract service area. Awards will be based on the criteria set forth in this document. Bidders are encouraged to offer any product or service that they currently perform in their normal course of business.

Proposals shall be received no later than the deadline in the offices of the director of The

Cooperative Purchasing Network (TCPN). Immediately following the deadline, proposals will be opened and the respondents listed. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted proposals cannot be accepted.

Proposal shall be plainly marked with the name of the proposal and the opening date and time. Two (2) bound and signed copies of the proposals and two electronic copies on CD-Rom or USB storage device shall be provided. For submit all questions to the TCPN mailbox at tcpn@tcpn.org. All questions will be answered and posted on the website, http://www.tcpn.org/default.aspx?name=QA_09-14. Deadline for all questions is seven (7) days prior to the RFP opening date.

Instructions to Bidders

A. TCPN Request for Proposal (RFP) Documents

TCPN RFP documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with TCPN for the purpose of receiving addenda.

B. Submission of Proposals

- Sealed proposals only. Faxed or electronically transmitted proposals will not be accepted because the processes do not provide for the delivery of a sealed proposal.
- Sealed proposals may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TCPN and to waive any informality in the proposal process.
- Proposals shall be submitted as stated in the Instructions to Bidders. Deviations to any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the vendor and shall be included with the proposal.
- Withdrawal of proposals will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. Withdrawals prior to the opening date will be allowed. Upon request unopened proposals will be returned prior to the opening date and time.
- Addenda, if required, will be issued by TCPN to all those known to have received a complete set of RFP documents at least four working days prior to the opening. The vendor shall acknowledge on the Signature Form the number of addenda received.
- Vendors not submitting proposals are requested to notify TCPN if they wish to receive RFP documents in the future. Failure to do so may result in being deleted from the TCPN prospective bidder list.

- Vendor is responsible for all costs and expense incurred in providing a response to this RFP (Bid Proposal) and in connection with any clarification or discussion with TCPN including travel costs to attend meetings or presentations.
- Two (2) signed, bound copies of proposals shall be provided.

C. EVALUATION AND AWARD OF PROPOSALS

- In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible Prospective Vendor whose proposal(s) is/are determined in writing to be the most advantageous to TCPN and its members. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.
- **Competitive range:** It may be necessary for TCPN to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.
- **Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. It is the intent of TCPN to award a manufacturer's complete line of products, when possible and advantageous.
- **Clarification and/or Discussions:** Clarification is to communicate with Prospective Vendors for the purpose of eliminating minor errors, clerical errors, and/or irregularities. It is accomplished by explanation or substantiation, either in response to an inquiry from TCPN or an inquiry initiated by a Prospective Vendor. Clarification does not give a prospective vendor the opportunity to revise, change or modify their proposal in any way except to the extent that the correction of the error results in a revision to the proposal. Discussion takes place after the initial receipt of proposals. TCPN reserves the right to conduct discussions with prospective vendors whose proposals are determined to be reasonably susceptible to receiving a contract award. Discussions occur when oral or written communications between TCPN and the Prospective Vendor are conducted for the purpose of clarifications involving information needed for determining the acceptability of a proposal or to provide an opportunity for a prospective vendor to revise and/or modify their proposal. TCPN will not assist the prospective vendor in the revision or modification of their proposal, nor will TCPN assist them in bringing their proposal to the same level of other proposals received by TCPN. Further, TCPN will make no indication of pricing or other proposal information received by other prospective vendors.
- **Inspection & Acceptance:** Contractor shall deliver said materials purchased, rented and /or leased under this contract to the TCPN member issuing a Purchase Order. 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 from the purchasing agency for the delayed

delivery. If defective or incorrect material is delivered, the purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. 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.

- **Estimated Quantities:** TCPN anticipates a considerable amount of usage and activity resulting from this solicitation. Based on historical data and similar contracts with TCPN, estimated usage may reach and/or exceed 30 Million Dollars annually. TCPN makes no commitment of any kind concerning this estimated usage and does not guarantee usage of awarded contract. The actual usage will depend on the needs of the TCPN members.
- **Evaluation of proposals:** A committee will review and evaluate all proposals and make a recommendation to the Region 4 Education Service Center for award of contracts. TCPN will base a recommendation for contract award on several factors, each factor being assigned a point value based on its importance to the successful achievement of the objective of the contract. The factors, which will be considered in the award, are as follows:
 - **References from local government entities, Past Performance Information (10 points).**
 - **Ability to provide & perform the required services for the contract (80 points)**
 - **Nation-wide coverage and Range of Services..... 5**
 - **Project Management Skills.....5**
 - **Product Solutions.....35**
 - **Quality of product**
 - **Ability to supply products**
 - **Product Delivery within specified parameters time**
 - **Fill rate in vendor's factory(s)**
(Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.)
 - **Quantity of line items available that are commonly purchased**
 - **Quality of items available**
 - **Quality of catalog(s)**
 - **Customer Service**
 - **Financial Stability of Bidder**
 - **E-Commerce**
 - **Pricing Model and Cost Assurances.....35**
 - **Applicable and additional product services to offer TCPN's participating agencies (10 points)**

- **Formation of contract:** A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract unless and until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Region 4 ESC approves the contract. The Prospective Vendor must submit a signed Signature Form, thus eliminating the need for a formal signing of a separate contract.
- **Multiple awards:** TCPN has a large number and variety of potential using agencies at locations throughout the nation. In order to assure that any ensuing contracts will allow TCPN to fulfill current and future requirements, TCPN reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of TCPN members. The fact that TCPN may make multiple awards should be taken into consideration by each Prospective Vendor. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.
- **Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and its membership reserve the rights to obtain like goods and services from another source when necessary.
- **Past performance information:** Past Performance Information (PPI) is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state or federal agencies; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.
- **Pricing:** Due to the large number and variety of potential using agencies at locations throughout the nation, TCPN request pricing to be submitted in proposal that is not to be exceeded with any TCPN member(s). Unlike fixed pricing the successful bidder can adjust submitted pricing lower if needed for larger member entities but cannot exceed original pricing submitted for proposal. Vendor must also allow for lower pricing to be available for similar sized entities if extended. This protects all TCPN members with pricing but allows for additional value added feature to member(s).
- **Responsive proposals:** To be considered responsive, a proposal must reasonably and substantially conform to all requirements, including the terms and conditions in the solicitation.
- **Weighted evaluation:** A point system may be used to evaluate proposals. TCPN reserves the right to assign any number of point penalties it considers warranted if a vendor stipulates exceptions, exclusions, or limitations of liabilities. Any company scoring 0 (zero) in any required area may be considered non-responsive. Extra points will not be assigned to a higher quality item than that is designated in this solicitation.

D. OPEN RECORDS POLICY

TCPN/Region 4 ESC is a government body subject to the Texas Public Information Act. Responses submitted to TCPN as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Vendor are not acceptable. TCPN shall comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are 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.

E. Specifications

Specifications may be those developed by TCPN and its participants or by the Manufacturer to represent items of regularly manufactured products. TCPN specifications have been developed by TCPN technical committees to indicate minimal standards as to the usage, materials, and contents based on their needs.

Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the vendor information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

F. Minority and women business enterprise (MWBE) participation

It is the policy of some TCPN participants to involve minority and women business enterprises in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an M/WBE.

G. Certification of Residency (Required by the State of Texas)

The State of Texas has a law concerning non-resident Vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for TCPN to determine the residency of its vendors. In part, this law reads as follows:

Section: 2252.001

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Vendor whose ultimate parent company or majority owner has its principal place of business in this state."

Section: 2252.002

"A governmental entity may not award a governmental contract to a non resident

bidder unless the nonresident underbids the lowest bid submitted by a responsible bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

H. Felony Conviction Notice (Required by the State of Texas)

State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

I. Debarment and/or Suspension

Bidders must submit a list of any government entity that has bared or suspended them in the past 3 years from doing business, including the Federal Government. If the Suspension was lifted, list the date it was lifted.

J. Signed Vendor Contract

A Signed Vendor Contract must accompany the completed RFP.

K. Proposal Format

Bidders shall provide Proposals in a three-ring binder or report cover using standard size paper, clearly identified with the company name and the name of the RFP being responded to on the outside front cover and vertical spine. Tabs should be used to separate the proposal into sections, as identified below. Responses should be direct, concise, complete, and unambiguous. Offerors failing to organize proposals in the manner requested will be suggesting to evaluators that they are unable or unwilling to follow reasonable suggestions.

M. Binder Tabs

- Tab 1 - Vendor Contract and Signature Form (includes General & Specific Terms and Conditions)
- Tab 2 - Vendor Profile Questionnaire
- Tab 3 - Company Profile
- Tab 4 - Ability to Provide and Perform the Required Services. Include a list of type and size of equipment available under this contract

Tab 5 – Value Added Services Description, Product and/or Services

Tab 6 - Marketing Plan

Tab 7 - References

Tab 8 - Vendor Certifications (ex. manufacturer certifications, MWBE, HUB) - if applicable

Tab 9 – Paper and Electronic Price Lists

Tab 10 – Green Initiative

N. Paper and Electronic Price Lists

- Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item.
- Paper and magnetic media price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Product description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)
- Electronic price lists (CD's or USB Drives) must clearly be identified/labeled by including the vendor name, name of the RFP, and date. These must be placed in a plastic protective pouch. Electronic price lists shall be in Microsoft Excel format.

O. References

Provide at least five (5) government customer references for product and services of similar scope. Provide the following information for each reference:

- Government Name
 - Contact Name and title
 - City and State
 - Phone numbers
 - Years serviced
 - Number of facilities services
- Services or products provided by annual dollar volume.

P. Vendor Certifications

Vendor certifications will include applicable M/WBE and manufacturer certifications for sales and service. Please include any M/WBE certifications for subcontractors and the percentage spend estimates with those firms.



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Shipping Box Must Show on the Outside of Package/Box (Required)

The outer packaging must be clearly identified as listed below with the bid number and name of the proposal. All boxes must be sealed and delivered to the TCPN office by the due date and time.

From: _____

Company: _____

Address: _____

City, State, Zip _____

TCPN RFP # and Title _____

Due Date and Time _____

Business Solutions Division



Taking Care of Business

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

Office Supplies, Related Products, and Office Services

The following pages will constitute the contract between the successful vendors(s) and TCPN. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096,

Please refer to Addendum to the Cooperative Purchasing Network Request for Proposal attached by Office Depot, Inc.

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 shall control.

GENERAL TERMS AND CONDITIONS

1. Freight (if applicable)

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year parts and/or labor warranty, unless otherwise agreed to in writing.

3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. Contracts

All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. **Tax exempt status**

All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

Knowing the tax laws in other states is the responsibility of the vendor.

6. **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor unless approved by TCPN and the participating entity making the payment.

Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc. Vendor agrees to provide updated financial records every year the contract is renewed. Vendor will provide this to TCPN within 30 days prior to contract renewal date. Vendor agrees to provide updated financial information beyond the renewal of the contract upon written request by TCPN. This will be provided within 30 days of the written request.

7. **Disclosures**

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Bidder must comply with the following conflict of interest procedures – local government code Chapter 176 – Disclosure of certain relationships with local government officers, providing public access to certain information.

8. **Renewal of Contracts**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor the administrative fee for a period of 30 days on any sales made based on a TCPN contract whether the Vendor is awarded a

renewal or not. TCPN reserves the right to monitor the financial stability of any awarded contract holders on an ongoing basis at any time. As part of the renewal process TCPN will evaluate the most recent financial information to assist in the determination of continuing to renew the contract for another 12 months.

9. Funding out clause.

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

10. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested by TCPN.

11. Shipments (if applicable)

The Vendor shall ship ordered products and services within two (2) to ten (10) working days. If a product and/or service cannot be shipped within that time, the Vendor shall notify TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

12. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant's purchase order number as well as the TCPN Contract Number. The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. If TCPN participant does not specify payment terms, the acceptable payment term for participants for carpet product is to be invoiced at time of shipment and billing for installation services is billed upon completion and accepted by TCPN participant. Jobs exceeding sixty days, periodic partial labor invoices may be generated based upon percent completion.

13. Reporting

The vendor shall electronically provide TCPN with a detailed Monthly report showing the dollar volume of all sales under the Contract for the previous Month. Reports shall be submitted to Lorraine Vuong at lvuong@tcpn.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the vendor to collect and compile all sales under the Contract from participating members and submit one (1) quarterly report. The monthly report shall include: purchase order number, member name, city/town, sales total and date. The

monthly reporting requirement may be amended to allow for quarterly reporting upon mutual agreement in writing amending this provision. A sample report is included in this solicitation. Upon mutual agreement reports may be submitted quarterly.

14. Payments

The TCPN participant will make payments directly to the Vendor.

15. Pricing

The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be allowed upon proper justification. TCPN reserves the right to evaluate such requests and may decline or reduce the price increase if it deems appropriate. Or TCPN may adjust the price accordingly. However, the Vendor shall honor previous prices for sixty (60) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

16. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the administrative participation fee. This may be amended to quarterly basis upon mutual consent. The invoice will be based on total sales made through the TCPN Contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms.

17. Indemnity

The Vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the Contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

18. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

19. State of Texas Franchise Tax and Other Taxes

By signature hereon, the prospective vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas

under Chapter 171, Tax Code or state taxes owed in states in which business will be conducted under the terms of this contract.

20. New Products

New products that meet the Contract product specifications may be added to the existing Contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing Contract if the line is replacing or supplementing products on Contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. Vendor will submit revised Catalogues annually and may submit updated catalogues earlier. In the event a price increase occurs, the previous prices will remain in effect for 30 days after acceptance of the higher prices. Additionally, revised catalogues will be distributed to TCPN and its participating entities. No products may be added to avoid competitive procurement procedures. TCPN may reject any additions, without cause.

21. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN Contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN Contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the Contract by purchasing directly from Vendor will result in probation or termination of Contract.

Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

22. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

23. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

24. Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. Upon cancellation, the contractor will provide assistance in moving TCPN members using the program to other programs under the TCPN program or approved by TCPN. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause and must be notified in writing. All work will cease after completion of final accepted order.

Nothing in the Contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time. TCPN reserves the right to request additional proposals for items already on Contract at any time.

25. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the State of, and shall be acceptable to, the TCPN participant. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

<u>Contractor's Liability Insurance Coverage</u>	<u>Minimum</u>
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

Commercial General Liability

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:



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Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00
Property damage	
Each Occurrence	\$250,000.00.

Business Solutions Division

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below. If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here:

Prices are guaranteed for
(minimum of 180 days)

Company name

Address

City/State/Zip

Telephone No.

Fax No.

E-mail address

Authorized signature

Printed name

Position with company

Sales representative's
name

Web site URL

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor all participation fees for any sales made based on a TCPN Contract whether the Vendor is awarded a renewal or not.

_____	_____
TCPN Authorized Signature	Date

Print Name	
Approved by Region 4 ESC by _____	_____
Approved by Mary C. Obrien	Date
Accommodation School District by _____	_____
	Date

TCPN Contract No. _____



ADDENDUM TO
THE COOPERATIVE PURCHASING NETWORK
REQUEST FOR PROPOSAL
#09-09

OFFICE SUPPLIES, RELATED PRODUCTS, AND OFFICE SERVICES

This Addendum to the Request for Proposal #09-09 for office supplies, related products, and office services ("Bid") is entered into by and between Office Depot, Inc. ("Vendor" or "Office Depot") and The Cooperative Purchasing Network ("TCPN"). The parties hereby further agree as follows:

As to Instructions to Bidders

1. Page 3 of 53, Section Purchasing Procedures Add the following as a final bullet:

It is the responsibility of the TCPN member (Participating Agencies) to reference the TCPN contract number on such orders. Vendor will not be liable or responsible for mandating member business practices.

2. Page 9 of 53, Section I. **Debarment and/or Suspension** Add the following to the section:

During 2008, Office Depot was the subject of suspension and debarment actions by the State of Georgia, but the State rescinded those actions after Office Depot showed them to be unwarranted. Specifically, in February 2008, the State of Georgia suspended Office Depot pending a debarment determination and in June 2008, the State issued its debarment determination. The State rationalized its decision primarily on its belief that a total of ten items, which it selected for testing, were priced incorrectly or were discontinued and were not identified with proper substitutes. Office Depot thoroughly researched those items and conclusively showed the State that the items were correctly priced. Office Depot also offered a solution to ensure users could more easily identify substituted products in accordance with the contract. Thereafter, following extended discussions with the State in July 2008, the State of Georgia rescinded its suspension and debarment determinations. Today, Office Depot continues to offer superior products and services to government agencies in the State of Georgia through stand-alone agreements or through our program with U.S. Communities, which we believe evidences the satisfaction of our sales and services by Georgia customers.

3. Page 10 of 53, Section J. **Signed Vendor Contract** Delete the section in its entirety.

As to Vendor Contract General Terms and Conditions:

1. Section 1 **Freight (if applicable)** Delete the section in its entirety and replace with the following:

MINIMUM ORDER VALUE. Pricing for products set forth in this Agreement is based on an instituted minimum order value of \$50.00 per order. Orders that are processed as an exception will be processed subject to a \$9.95 special handling fee.



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Office Depot stocked merchandise shall be delivered F.O.B. Destination unless the product exceeds 70 lbs. and/or 110" in length/width. In such case there will be an additional special handling charge that is communicated to the customer.

2. Section 2 **Warranty conditions** Delete the section in its entirety and replace with the following:

To the extent TCPN requires Vendor to provide warranties on products sold to TCPN, Vendor's warranties shall be limited to Vendor-branded products. For all other products, Vendor will pass through to TCPN, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties.

3. Section 6 **Assignments of contracts** In the first paragraph, first sentence, delete "TCPN" and replace with the following: **either party**. Delete the second sentence in its entirety.

4. Section 8 Renewal of Contracts Insert:

Each contract renewal shall be mutually agreed upon in writing by both parties.

5. Section 9 **Funding out clause** Add the following to the section:

In the event that the resulting contract is terminated by reason of non-appropriation of funds as contemplated in this section, TCPN shall pay for all materials received and services rendered through the effective date of termination.

6. Section 14 **Payments** Add the following new paragraph:

Payment terms shall be net thirty (30) days from the date of invoice. TCPN Participating Agencies' credit limit shall be established by Vendor's Credit Department. Vendor reserves the right to lower TCPN individual Participating Agencies' credit limit or refuse to ship any orders if at any time: (1) TCPN Participating Agency account is materially past due and TCPN Participating Agency has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Vendor to resolve the issues; (2) in Vendor's commercially reasonable opinion, TCPN Participating Agency credit standing becomes impaired as a result of TCPN Participating Agency payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Vendor; (3) TCPN Participating Agency financial condition becomes unstable based on TCPN Participating Agency financial reports or reputable third party ratings, or (4) if there are severe risk alerts from reputable third party credit bureaus.

7. Section 15 **Pricing** Delete in its entirety and replace with the following:

The Vendor agrees to provide list price increases and decreases at each six (6) month update of the pricing per Tab 9, Paper and Electronic Price Lists of any product purchased through TCPN. Price increases or decreases will be allowed upon 30 day written notice of Vendor System List price change. TCPN reserves the right to evaluate such requests and may decline or reduce the price increase if it deems appropriate. Or TCPN may adjust the price accordingly. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TCPN of an increase or decrease.

Notwithstanding any other provision of this Agreement, if during the Initial Term or any Renewal Term of this Agreement any product category (including without limitation paper,



Taking Care of Business

toner, furniture, technology and general office supplies) is bid out or removed from Vendor's product mix, Vendor may modify pricing for the remaining categories.

Should changes in Customer's account(s) profitability occur due to factors such as (but not limited to) decrease in revenue, increased cost to service TCPN Participating Agency account(s), and unforeseen changes in market conditions, Vendor may adjust the pricing and program offered hereunder in order to attain profitability anticipated based on information TCPN provided to Vendor during the request for proposal process.

Vendor may re-evaluate program pricing and adjust pricing accordingly, or terminate this Agreement, if TCPN Participating Agencies do not meet the Minimum Annual Spend requirements described herein anytime during the Initial Term and/or any Renewal Term of this Agreement.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

8. Section 16 **Administrative Fees** Delete in its entirety and Insert the following:

Quarterly Administrative Fees. Office Depot will pay Customer a quarterly administrative fee based on Customer's paid-for purchases, net of returns, discounts and credits ("Spend"), provided that Customer is not materially delinquent in paying undisputed invoices as required under the Agreement. The Quarterly Administrative Fees shall be disbursed within sixty (60) days of each calendar quarter of the Effective Date.

9. Section 17 **Indemnity** Delete the section in its entirety and replace with the following:

Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to (a) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld.

LIMITATION OF LIABILITY. EXCEPT FOR ANY CLAIM FOR INDEMNIFICATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Section 20 **New Products** Insert the following:

Office Depot agrees to provide updated printed BSD catalogs at a minimum of two (2) times per year. Office Depot will provide 30 days advance notice of the intent to update pricing. Non-core pricing shall be updated per each pricing Option outlined in Tab 9, Paper and Electronic Price Lists.

11. Section 21 **Promotion of Contract** Delete the following:

Vendor shall demonstrate how the TCPN Contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the Contract by purchasing directly from Vendor will result in probation or termination of Contract.

Insert the following:

Vendor will include a Marketing Plan outlined in Tab 6, Marketing Plan. Vendor shall demonstrate how the TCPN Contract will be used as an OPTION for possible participating agencies. Due to public laws, participating agencies have the right to choose from all contracts available on the open market and/or to choose to bid independently on their own behalf. The TCPN agreement will be offered to all participating agencies who request a review of all available contracts open to their possible use. In the event a TCPN participating agency specifically requests a presentation of the TCPN program only, the TCPN program will be the only program presented.

12. Section 22 **Website Support** After "website" add the following: in accordance with Vendor's trademark usage policy as attached herein as Exhibit A.

13. Section 24 **Miscellaneous** In the second sentence, before "assistance" insert the following: **reasonable**. In the fourth sentence, delete "or without cause".

14. Section 25 **Certificates of Insurance** In the first paragraph, third sentence, fourth line before "give" insert the following: endeavor to.

15. Add a new section as follows:

Vendor's RFP Terms and Conditions as attached herein are made a part of and included in the terms and conditions of the Bid.



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Conflict: In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Bid, the terms and conditions of this Addendum shall control.

OFFICE DEPOT, INC.

THE COOPERATIVE PURCHASING NETWORK

By: _____

By: _____

Name: John T. Lander

Name: _____

Title: Regional Vice President

Date: _____

Title: _____

Date: _____

EXHIBIT A

Office Depot® Trademark Usage Policy

- As used herein, the term "Office Depot Trademarks" shall mean all domain names, trademarks, logos and other branding elements proprietary to Office Depot.
- The Office Depot Trademarks may not be used in any manner that expresses or might imply Office Depot's affiliation, sponsorship, endorsement, certification, or approval, of any third-party product or service.
- The Office Depot Trademarks may not be used in association with or combined with any third-party trademark in a manner that might suggest co-branding or otherwise create potential confusion as to source or ownership of the Office Depot Trademarks.
- The Office Depot Trademarks may not be included in any non-Office Depot trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.
- When using the Office Depot Trademarks, never vary the spelling, add or delete hyphens, make one word two, or use the trademarks in a possessive or plural form.
- The Office Depot logo may only be used as provided by Office Depot electronically or in hard copy form. When using an Office Depot logo, never modify the design, add or delete any elements or words, change any colors or proportions. The logo may not be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
- The Office Depot Trademarks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
- The Office Depot Trademarks may not be imitated or used as design features in any materials.

Office DEPOT®

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- The Office Depot Trademarks must include the appropriate ® or TM symbol at least at the first and most prominent mention on each visually distinguishable page of material. The ® should be used in connection with all registered trademarks and the TM should be used in connection with all non-registered trademarks.
- Each name, term or mark that is a trademark of Office Depot, or one of its subsidiaries or affiliates, must include the applicable mark and trademark statement when it is used. **Example:** "_____ is a [trademark or registered trademark] of The Office Club, Inc."
- The Office Depot Trademarks may not be used in any a false, misleading, derogatory, or otherwise defamatory manner.

Business Solutions Division

VENDOR PROFILE QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. a. **Minority/Women Business Enterprise** (Required by some participating governmental agencies)

Vendor certifies that this firm is an M/WBE ☐ Yes ☒ No

- b. **Historically Underutilized Businesses** (Required by some participating governmental agencies)

Vendor certifies that his firm is a HUB ☐ Yes ☒ No

2. **Certification of Residency** (Required by the State of Texas)

Company submitting bid is a resident bidder. ☐ Yes ☒ No

Vendor's principal place of business is in the city of Boca Raton State of Florida

3. **Felony Conviction Notice** (Required by the State of Texas)

☒ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. **Debarment and/or Suspension**

a. Vendor is listed as being bared from doing business with the Federal Government

☐ Yes ☒ No

b. Vendor has been debarred by State Governments ☐ Yes ☒ No

5. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☒ Yes ☐ No

If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.

- Pricing submitted includes the required TCPN administrative fee. ☒ Yes ☐ No
- Vendor agrees to remit to TCPN the required administrative fee. ☒ Yes ☐ No
- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No



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6. Processing Information

Company **billing address** where the invoice for the administrative fee will be sent by TCPN:

Contact Person Victoria J. Dumont

Title: Contract Compliance Director

Company: **Office Depot**

Address: **14600 Trinity Boulevard, Suite 300**

City **Fort Worth** State **Texas** Zip **76155**

Phone: 817-684-4416 Fax: 888-438-8990

Email: vicki.dumont@officedepot.com

7. Contact person responsible for **processing and confirming all purchase orders** (PO's) sent by TCPN:

Contact Person Customer Service (OPTM)

Title Customer Service Director

Address: 6600 North Military Trail, Mail Code OPTM

City Boca Raton State Florida Zip 33496

Phone: 1-800-816-5222 Fax: 800-833-5070

Email: Phone or Fax only

8. States Covered

Prospective Vendor must indicate any state(s) where terms and conditions can be offered. Please indicate the price co-efficient for the state if it varies from the state Texas pricing. I.e. 100 is Texas or 0.95 is 95% of the Texas pricing.

XArizona
XArkansas
XAlabama
☐ Alaska
XCalifornia
XColorado
XConnecticut
XDelaware
XFlorida
XGeorgia
☐ Hawaii
XIdaho
XIllinois
XIndiana
XIowa
XKansas
XKentucky
XLouisiana

XMontana
XNebraska
XNevada
XNew Hampshire
XNew Jersey
XNew Mexico
XNew York
XNorth Carolina
XNorth Dakota
XOhio
XOklahoma
XOregon
XPennsylvania
XRhode Island
XSouth Carolina
XSouth Dakota
XTennessee
XTexas



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XMaine
XMaryland
XMassachusetts
XMichigan
XMinnesota
XMississippi
XMissouri

XUtah
XVermont
XVirginia
XWashington
XWest Virginia
XWisconsin
XWyoming

9. Cooperatives

List any other cooperative contracts currently held.

Cooperative	Discount Offered	Expires
US Communities	Variable Discount off List	1/2011
GSA – Multiple Contracts per agency, No Furniture Contracts	Variable Discount off List	2/2013
All States have cooperative language on their awards	Variable Discount off List	Varied by State

Company Profile

P. Please answer the following questions if applicable.

1. Level of Support

Please indicate the level of support offered in this proposal by checking the appropriate box below. A bid may be determined to be non-responsive if this question is unanswered. Prices offered in this bid are:

- a. The same as offered on single school district bids.
- b. The same as offered to cooperatives and state purchasing departments.
- c. Better than that offered to cooperatives or state purchasing departments.

Response:

B. The same as offered to cooperatives and state purchasing departments with exactly the same product offering, terms, conditions, annual spend, annual value commitment, sku usage, cost to serve, service levels, resource and training requirements, cooperative personnel program sales representatives, cooperative and state agency employee headcount, payment terms, payment processes, invoice receipt processes, delivery requirements and other specifications pertinent to each individual cooperative or state purchasing department under contract with Office Depot, Inc. In the event such circumstance is identified and validated, Office Depot will negotiate new pricing, terms and conditions of the TCPN contract with TCPN.

2. List number of sales staff in Texas and throughout the 50 states, listing the name and territory of each key contact with title, address, phone number, fax number, e-mail address, etc. along with resume.

Response:

Office Depot employees over 1,400 sales associates in the State of Texas and in excess of 29,200 sales associates nationally and worldwide.

TCPN Account Team Key Contacts

Paul Martorella
Director, Public Sector – West Region
Office Depot, Inc.
3366 E. Willow Street
Signal Hill, CA 90806
(P) 562-490-1000
(F) 888-438-8990

Paul has over 30 year's experience with K12 and Government sales. Paul has been employed by Office Depot for over 24 years. Paul has been instrumental in the development of Office Depot's school product assortment.

Tom Webb
Director, Public Sector – North Central, Northeast, Mid-Atlantic Regions
Office Depot, Inc.
909 Sheldon Road
Plymouth, MI 48170
(P) 734-260-5811
(F) 888-438-8990

Tom has over 21 year's experience with K12 and Government sales. Tom has been employed by Office Depot for over 18 years. Tom has been instrumental in the development of Office Depot's National marketing program for our K12 education customers.

Billy Grimmett
Director, Public Sector – South Central and Southeast Regions
Office Depot, Inc.
2300 Windy Ridge Parkway, St. 60
Atlanta, GA 30339
(P) 704-236-4409
(F) 888-438-8990

Billy has over 14 year's experience with K12 and Government sales. Billy has been employed by Office Depot for 14 years. Billy has been instrumental in the development of Regional marketing programs for our K12 education customers in the Southeast markets.

Victoria Dumont
Director, Contract Compliance – National Scope
Office Depot, Inc.
14600 Trinity Boulevard, St. 300
Ft. Worth, TX 76155
(P) 817-684-4416
(F) 888-438-8990

Vicki has 28 year's experience with K12 and Government sales. Vicki has been employed by Office Depot for 21 years. Vicki has been instrumental in the development of Office Depot's K12 and Higher Education Marketing programs as well as introduction of and acceptance of the TCPN program to customers outside of the Texas and Arizona marketplace.

3. Please define your standard terms of payment for customers.

Response:

Our standard terms are Net 30 days.

4. Describe your company's expectations of TCPN and/or sponsoring partners in the introduction of this agreement to government and education entities.

Response:

Office Depot will partner with TCPN to develop web-ex training that will be conducted by TCPN employees during TCPN scheduled events to be held at a minimum of two (2) times per year.

In addition, Office Depot will participate in a joint meeting of non-competitive awarded vendors designed to identify each awarded vendor's offering and to develop a mutually agreed upon plan to cross introduce participating vendors to their respective TCPN participants.

It is requested that TCPN provide a quarterly report of participating members who are purchasing from the TCPN non-competing awarded vendors in an effort to identify opportunities to introduce the TCPN/Office Depot contract to such participants.

5. Describe how you intend to introduce the TCPN program within your own company and to your customers.

Response:

Office Depot will conduct internal web-ex presentations to all Office Depot sales associates who are responsible for public sector business. The presentation will be designed to make them aware of all of the contract offering product, pricing, terms and conditions.

Existing Office Depot customers who are currently purchasing through the TCPN contract will be introduced to the new lower priced offering.

TCPN participating members who request information relative to the TCPN program will be presented the mutually agreed upon TCPN/Office Depot program overview. In addition, potential TCPN participating members who request an overview of all of Office Depot contracts offerings will be introduced to the TCPN program as well.

6. Will your company agree to participate in TCPN-sponsored promotional events?

Response:

Yes. The annual budget for such events must be approved by Executive Management no later than October 1 prior to each following contract year.

7. TCPN reserves the right to request quarterly sales reports from contracted vendors for audit purposes. Reports may be requested to verify information such as purchasing entity, purchase order number, order date, project description, purchase order total. Does your company agree to provide these reports upon request?

Response:

Yes

8. State your insurance provider(s) and your company's level of coverage.

Response:

Office Depot, Inc. is self-insured as well as provided additional coverage through a multitude of insurance providers. The level of coverage outlined in the RFP requirements will be honored and proof provided at the time of award. Following is an example of insurance coverage:

Insurance Coverage

Type of Insurance: Commercial General Liability

Carrier: ACE USA

Policy Number: XSLG23721636

Per Occurrence Limit: \$1,100,000 General Liability insurance provides coverage against liability claims for Bodily Injury and Property Damage arising out of Premises, Operations, Products and Completed Operations. Coverage is also provided for Personal Injury and Advertising Injury Liability.

Type of Insurance: Workers Compensation/Employers Liability

Carrier: ACE USA

Policy Number: WLRC44449900 (all other states) WLRC44449948 (AZ,CA)

SCFC44449882 (WI) WCUC44449894 (OH)

Workers Compensation Limit: Statutory by State

Employers Liability Limits: \$1,000,000 (all states) Workers Compensation coverage includes two parts: Statutory Coverage (as required by law), and Employers Liability.

Employers liability covers sums Office Depot is legally obligated to pay as damages, as a result of bodily injury by accident or disease, sustained by any employee arising out of and in the course of his/her employment by Office Depot.

Type of Insurance: Business Auto Coverage

Carrier: ACE USA

Policy Number: ISAH08228334

Combined Single Limit: \$2,000,000 (all states) Business Auto Coverage pays sums Office Depot is legally obligated to pay to others for Bodily Injury or Property Damage caused by an accident, and resulting from the ownership, maintenance or use of a Covered Auto. Covered Autos include "Any Auto", whether owned, hired, borrowed, or used by Office Depot. Coverage also includes damages caused by the insured while loading or unloading goods, without the aid of machinery.

Type of Insurance: Commercial Umbrella Liability

Carrier: ACE USA

Policy Number: 4485745

Per Occurrence Limit: \$25,000,000 Umbrella Liability policy provides excess limits of coverage over the underlying General Liability, Employers Liability, and Automobile Liability policies listed above.

Bonds: Aon Risk Services

Carrier: St. Paul/Travelers

Type of Insurance: Foreign CGL/Excess Auto

Carrier: Aiu, Inc.

Policy Number: 800267972

Per Occurrence Limit: \$1,000,000 CGL Limit, \$2,000,000 Aggregate and Prods & Comp

Ops Aggregate, \$1,000,000 Hire & Non-Owned Auto Limit, \$1,000,000 Employee

Benefits Limit

9. Please specify if your company has minimum order requirements.

Response:

Per the TCPN RFP requirements, the minimum order requirement is \$50.00. The TCPN participating member may choose to require the end users to order no less than \$50.00 per order or they may choose to accept a \$9.95 shipping fees for exceptions to the \$50.00 minimum order requirement of the TCPN RFP.

10. Office Depot, Provide a brief history of your company, including the year it was established. Indicate the number of years the company has been in business.

Response:

Office Depot, Inc. has been in business for 23 years and was established in 1986.

Every day, Office Depot is Taking Care of Business for millions of customers around the globe. For the local corner store as well as Fortune 500 companies, Office Depot provides products and services to its customers through 1,593 worldwide retail stores, a dedicated sales force, top-rated catalogs and a \$4.3 billion e-commerce operation. Office Depot has annual sales of approximately \$14.5 billion, and employs approximately 42,000 associates around the world. The Company provides more office products and services to more customers in more countries than any other company, and currently sells to customers directly or through affiliates in 47 countries.

Office Depot's common stock is listed on the New York Stock Exchange under the symbol ODP and is included in the S&P 500 Index. Additional press information can be found at: <http://mediarelations.officedepot.com>.

Dramatic Growth Over 23 years

While Office Depot is clearly a powerful organization today, the Company's beginnings were quite modest. Office Depot was founded in 1986 and opened its first store in Fort Lauderdale, Florida. In late 1987, David I. Fuente assumed the post of Chairman and Chief Executive Officer of the fledging company, and took Office Depot public in 1988. The Executive Team immediately began to execute an ambitious plan to expand the Company's footprint in key U.S. markets. The results were dramatic: By the end of 1990 Office Depot had 173 stores in 27 states. That same year, Office Depot announced its merger with The Office Club, Inc., becoming the largest office products retailer in North America.

Domestic growth, however, was only one aspect of Office Depot's expansion in the Company's early years; the management team had its sights set on penetrating

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international markets as well. Early 1992 marked the Company's acquisition of H.Q. Office International, Inc., which included the Great Canadian Office Supplies Warehouse chain in western Canada. Growing steadily, the Company also subsequently opened new retail stores in Israel and Colombia under international licensing agreements.

As Office Depot expanded geographically, the Company also began to extend beyond its traditional markets. In 1993, Office Depot entered the rapidly consolidating contract stationer business by acquiring two market leaders: Wilson Stationary & Printing Company and Eastman Office Products Corporation. The merger of six additional contract stationers followed these purchases during 1994. These moves positioned Office Depot to take advantage of industry trends that would come to play a central role in the Company's success.

In the meantime, Office Depot continued its steady international growth. Between 1995 and 1998, the Company opened stores in Poland, Hungary and Thailand under international licensing agreements and in Mexico, France and Japan under joint venture agreements. Later, the Company acquired the interests of its joint venture partners in both France and Japan.

In 1998, Office Depot merged with Viking Office Products, a public company and the world's leading direct mail marketer of office products. The addition of Viking to the Office Depot organization not only vastly expanded Office Depot's international presence, but also made the Company the leading provider of office products and services in the world.

That same year, Office Depot began to leverage the Internet aggressively, launching the first of a number of new Web sites, www.officedepot.com. The award-winning site established Office Depot as the industry's technology leader, expanded its domestic e-commerce capabilities, and ultimately extended the range of products and services the Company could offer its customers. The following year, the Company launched its first European e-commerce site, www.viking-direct.co.uk, in the U.K. By 2005, the Company had over 30 international Web sites. Worldwide e-commerce sales in 2004 totaled \$3.1 billion.

As Office Depot grew larger and more complex, its management leadership needs changed. In 2000, David Fuente stepped aside, and Bruce Nelson was appointed Chief Executive Officer. The executive team's charge was challenging: To guide Office Depot at an exciting and defining time in the Company's evolution. The Company immediately undertook several new management initiatives geared to make Office Depot a more compelling place to work, shop and invest. With a careful focus on invigorating the Company's U.S. retail operations, expanding its international business, growing its best-in-class e-commerce business, and building a world-class warehouse and distribution network, the executive team gradually took Office Depot to the next level.

New Leadership Opens Exciting New Chapter in Company History

In 2004, Neil R. Austrian assumed the role of Interim Chairman and CEO. During that period, the Company restated its commitment to continue Office Depot's strategic direction to grow the business and improve financial performance. The Company proceeded to benefit from two consecutive positive quarters.

In early 2005 Office Depot launched a strategic marketing campaign which consisted of new advertising, brand positioning and the reintroduction of the Company's famous Taking Care of Business tagline. Office Depot next announced its multi-year agreement with NASCAR to become the sport's first-ever Official Office Products Partner, and the Company's sponsorship of Roush Racing's No. 99 Office Depot Ford Taurus driven by Carl Edwards in the 2005 NASCAR NEXTEL Cup race season.

Steve Odland was then named Chairman and CEO of Office Depot in March of 2005. Odland's significant retail experience and strong track record of improving operating performance were cited as defining reasons in his hiring. The executive team is now focused on driving profitable growth by exceeding the expectations of its customers, and building shareholder value by making Office Depot an industry leader in efficiency and productivity.

11. Provide resumes and information on key personnel, including the contract manager.

Response:

Please refer to Item 2 of response above.

12. Provide an Organization Chart of those individuals that would be involved in this contract/program.

Response:

Management Team:

Steve Schmidt – President – BSD

David Trudnowski – Senior Vice President – BSD

Direct reports: Patrick Welch, VP, John Lander, VP, Monte Bambrough, VP, Bill Morris, VP and Jim Pollman, VP

Paul Martorella – Director, Public Sector – reporting to Patrick Welch and John Lander, Vice President

Billy Grimmett – Director, Public Sector – reporting to Jim Pollman and John Lander, Vice Presidents

Tom Webb – Director, Public Sector – reporting to John Lander, Monte Bambrough and Bill Morris, Vice Presidents

Victoria J. Dumont – Director, Contract Compliance – reporting to Finance Senior Director, David Centrella and David Trudnowski, Senior Vice President

13. Provide company's official registered name.

Response:

Office Depot, Inc.

14. Who is your competition in the marketplace? And what is your market share? Are you gaining market share, losing market share, or maintaining market share. What is your strategy to increase market share?

Response:

Our competition in the marketplace is made up of Staples, Office Max, School Specialty and many other retailers and contract stationers in the industry. The office products market in the USA is approximately \$323 Billion per year and Office Depot, one of the largest in the industry holds approximately 3.3 percent of that market.

Europe, Asia, and South American countries represent a combined market opportunity of about \$534 Billion per year. Office Depot has a growing percentage of these markets and we are working hard to increase that percentage significantly. The fragmentation of the industry presents excellent opportunities for growth.

Office Depot is gaining market share despite the economic downturn of the public sector tax basis and ability to pay. Office Depot is the leader in formal contract market share in the public sector in comparison to our top 3 large competitors, Staples, Office Max and School Specialty.

15. What differentiates your company from its competitors?

Response:

Office Depot Associates!

In addition, following are other benefits of conducting business with Office Depot.

- Convenient ways to shop – by phone, 24/7 secure online ordering or in any of our more than 1,100 retail stores nationwide
- The largest assortment of environmentally preferable products in the industry
- Convenient purchasing options including Account Billing and the Store Purchasing Card
- One solution source for office essentials, copy and print, furniture, and coffee & Breakroom
- A dedicated technology division, Tech Depot™, with more than 275,000 available products such as PC hardware, software and networking supplies
- A large selection of HP®, Dell® and Canon® ink and toner, as well as high-quality Office Depot® Brand ink and toner
- The flexibility of integrated ordering, billing and usage reports – one consolidated and convenient statement for all of Office Depot orders

16. Is your company ISO, Six Sigma or have another quality related certification?

Response:

In the US, Federal, State & Local environmental regulations are very strict and in many ways duplicate the ISO14001 standards. Office Depot adheres to these government standards in the US within its operations.

1] In North America we do not have ISO 9001 or 14001 certification. However, we have elements of both in place e.g. for waste management, Environmental Health & Safety in stores, etc.

2] In the UK, Belgium, Netherlands, and Germany our facilities are ISO 14001 certified

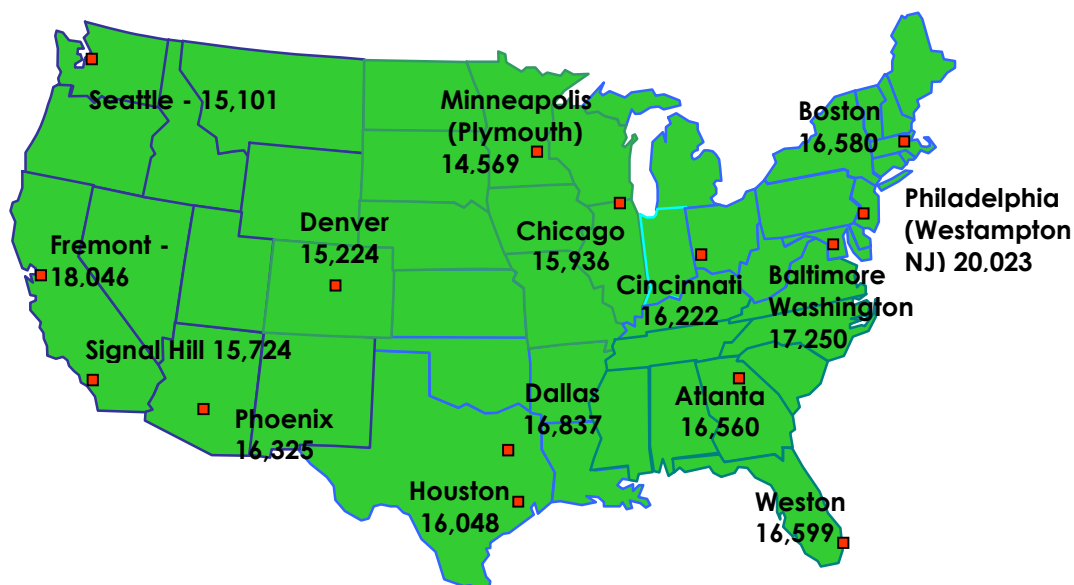
3] We are ISO 9001 certified in France, Italy, Belgium, Netherlands, Austria, Switzerland, Germany, UK/Ireland, and Hungary.

4] All Office Depot facilities are operated under stringent Corporate Quality and Environmental policies with reporting and corrective procedures.

17. What size is your firm's inventory? And where is it located?

Response:

Office Depot has over 1,100 retail stores in North America. These stores average approximately 8,000 items in stock per store. Office Depot's inventory is also stocked in 15 distribution centers. Below is our inventory for each of our 15 distribution centers:



- Map Shows Number of SKU's Stocked at each Distribution Center
- Average 16,464 SKU's per DC

18. How many items are currently in your catalogue?

Response:

The printed BSD catalog an offering of 18,001 office products.

19. What is your current delivery time for stocked items? Non-stocked items?

Response:

Our standard delivery time is next business day delivery. Non-stocked items will be either pulled from another distribution center or sourced by one of our wholesalers. For non-stocked the average delivery time would be 3 days.

20. Describe your firm's capabilities and functionality of your on-line catalog/ordering web-site. Also describe your "Punch-out" capabilities with e-commerce and financial software. List all software that provides "Punch-out" integrations with your catalog. List references and contact information.

Response:

Office Depot has extensive experience with both PunchOut and customer-hosted catalogs.

We have integrated PunchOut with over 1000 customers. CXML PunchOut, OCI Roundtrip, and XML (Oracle) TapOut are supported, as is Transparent PunchOut. Office Depot has the ability to implement:

Standard PunchOut (one login and password for all of a company's users; all users see all order history and shopping lists) user-level PunchOut (separate logins for each user, allowing for personalized shopping lists), and Edit Cart, which allow users to modify a previous punchout. Users can also 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 (aka Contract, or Best Buy) items during search drilldown, the ability to hide restricted items, and custom company information on email acknowledgements (the Office Depot representative name and phone number for the account would be displayed at the bottom of the email).

The advantages of PunchOut with Office Depot are: 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 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 a CD containing an Excel file of all items and/or item changes
- Zip and email the catalog directly
- Supply images (preferably via CD) of items in .jpg or .bmp format

Current Punchout Customers

K.E.D.C

Cisco

Novell

City of Miami

Office Depot is not permitted to provide contact information without the express written authority of the customer. Office Depot has requested such written authority and will provide it as soon as it is provided.

21. Describe how you propose to market the program to members. Provide samples of marketing efforts that have worked effectively in the past.

Response:

Office Depot proposes to partner with TCPN conducted webex introductions of the contract. In addition, Office Depot proposes the following additional marketing efforts to assist in introducing the TCPN program to participating agencies permitting such marketing efforts:

- a. Email communication of program enhancements – to be developed by Office Depot but delivered to the TCPN membership through their communications channels
- b. Website page promoted to TCPN membership through their communication channels (Please refer to the following State of New York link for an example)

http://odams.officedepot.com/accounts/state_of_ny/info/index.php



State of New York - Office Depot Information.htm

- c. PDF versions of TCPN approved program offering – to be emailed to existing TCPN members by Office Depot and to potential TCPN members by TCPN. (Please refer to attached sample)

22. Describe your customer service system. How many employees do you have in customer service? Do you have on-line support?

Response:

Office Depot has 1300 customer service representatives in multiple call centers. Included is our Electronic Commerce Technical Support Desk staffed by trained MIS Professionals and is available from 7:00 a.m. – 8:30 p.m. EST, Monday through Friday at (800) 269-6888 at no cost to the customer. The help function within our Website also provides an online chat function to connect to Office Depot.

23. List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.

Response:

Sales Offices

Austin Sales Office	2209 Rutland Drive, Suite A-100	Austin	TX	78758
El Paso Sales Office	4110 Rio Bravo, Suite 104	El Paso	TX	79902
Fort Worth Sales Office	14600 Trinity Boulevard, Suite 100	Fort Worth	TX	76155
San Antonio Sales Office	911 Central Parkway North, Suite 450	San Antonio	TX	78232
Houston Sales Office	6225 West by Northwest Blvd.	Houston	TX	77040

Distribution Centers

Dallas Distribution Center	2220 North Highway, Suite 360	Grand Prairie	TX	75050
Houston Distribution Center	6225 West by Northwest Boulevard	Houston	TX	77040

Key Contacts

Michael McDonnell – Regional Sales Director – Houston, San Antonio, Austin
 6225 West by Northwest Boulevard
 Houston, TX 77040
 (P) 713-996-3132
 (F) 888-438-8990

Michael has been employed by Office Depot for 13 years. He started his career with Office Depot as a District Sales manager and was promoted to Regional Sales Director. He has managed his sales organization in its efforts to sell products to virtually every type of business sector.

Chris Edler – Regional Sales Director – Dallas and West Texas
 14600 Trinity Boulevard, Suite 300
 Ft. Worth, TX 76155

Chris has been employed by Office Depot for over 8 years. He started his career with Office Depot as an account manager and moved quickly to District Sales Manager and then was promoted to his current position in 2005. His experience has covered all business sectors.

24. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration.

Response:

Office Depot is unable to provide the information requested in the timeframe allowed for the response to the Amended RFP. This request would require a complete breakdown of all Office Depot Associates worldwide.

Upon request for specific physical locations that are directly related to Office Depot BSD locations, Office Depot will endeavor to provide such information to assist TCPN in making the business decision relative to this award.

25. Note if you are not a certified W/MBE vendor and what percentage of your business is with W/MBE suppliers.

Response:

Office Depot is not a certified W/MBE vendor. Office Depot is a public corporation.

Approximately 5% of our inventoried items are purchased through MWDVE vendors.

26. Provide your company's Dun & Bradstreet (D&B) number.

Response:

15-3531108.

27. Provide your income statement, balance sheet and cash flow for the past three (3) years.

Response:

We have provided this statement in Appendix A.

28. Please define your standard terms of payment.

Response:

Net 30 days.

29. Define what methods or procedures are available to avoid purchases or deliveries by unauthorized users. Can parameters be established for varying levels of authorization of purchases? Can this be managed at the user level?

Response:

Automated Approval

Currently, our system offers a single approver option or up to 11 approval levels that can be accomplished within an approval workflow. Each approval level within a workflow can be directed to one approver or to a group of approvers. If an associate 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 associate and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out 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.

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). You can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

30. How does your company handle order requests for products that are not normally stocked?

Response:

When a customer requests an item that we do not carry in our catalogs, Office Depot relies on our Special Order/Non-code Department to find and obtain that product for our customer. One of their duties is researching items that are not normally found in our catalogs, which we refer to as non-code items, or special ordered items.

We first turn to our Wholesalers. In the event that we are unable to obtain the product through one of our Wholesalers, our non-code specialists begin their search through numerous vendors/ manufacturers. The non-code specialist will ensure that the correct product is found - the one having the best value, quality, the lowest cost and the most ample supply of that product to be supplied to our customers.

The non-code specialists seek out numerous manufacturers to ensure expedient and accurate delivery of the product to our customers. Special order delivery times vary depending upon specifications. The non-code specialist will contact the customer with product information and estimated time of delivery within two days of request.

Items NOT found in the BSD printed catalog in circulation at the time of the order will not be considered part of this agreement.

31. Describe or include customized product catalogues that might be implemented under this program.

Response:

Office Depot will provide a "green catalog" that will carry the TCPN logo and will be inventoried in the Dallas distribution center. That catalog will be made available at the next scheduled catalog update.

In addition, Office Depot will provide a specific TCPN link to our website that will outline the program offering as well as specific links to those "green" catalog items.

32. What is your order deadline to be delivered the next day? Also describe any geographic limitations to next day delivery and what this delivery would be.

Response:

Order placement cut-off time is 4:00 for Faxes and 5:00 p.m. for Phone and Internet orders in the local time zone. Next day delivery is guaranteed for Office Depot instock merchandise at the time of the offer in those areas that are within the 50 mile radius of BSD sales offices and/or BSD distribution centers. All other areas will be shipped via UPS and will be estimated delivery times of 2 – 3 business days depending on UPS routing and distance requirements.

33. Describe your policies for returns regardless of the reason.

Response:

Returns

Office Depot's strength lies in our flexibility, and we are committed to providing you with a flexible program and procedure for returned or damaged goods. Returns are handled in a fashion that is unique to our industry. Credit pickups are keyed into our system like orders. A pick ticket will be printed in our distribution center and the return will be picked up within 5 business days. Credit/returns are tracked through our system, and reports are generated daily. Most products (see below for specifics) can be returned for credit within 30 days of the purchase date for any reason, if the product is in sellable condition and in the original manufacturer's container.

Policy

Your complete satisfaction is our primary concern. For returns, please contact your Customer Service Representative.

Your Original Receipt is required for all 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.

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.

Online Returns

Office Depot has recently added a new feature to our web site allowing our customers the ease of processing online return requests. Online return requests may be created by following these steps:

- Click on order tracking towards the top of screen
- Then click on the order number you need to place a return on
- On the order detail page you click on submit return
- Then select the item or items you want to return and hit continue
- Last review the information for the return and hit submit return at which point you will get a confirmation number for the return

Telephone Returns Process

Step # 1: Call Our Customer Service Department

Please provide your Customer Service representative with all the pertinent information.

Be sure to include your invoice number and SKU number of the product being returned/credited.

Step # 2: Give A Brief Description Of The Reason For The Return/Credit

- Product is damaged/defective
- Delivery related
- Original order incorrect
- Customer request

34. Describe the process of same day delivery orders and what those costs may be or if they can be picked up on a "will call basis."

Response:

Office Depot offers same day pick up of orders at any of our Office Depot retail stores. The customer may choose to set up the order pick up by calling Office Depot customer service. In that case, the pick up time is set for within 4 hours. The order will be invoiced against their BSD account upon pick up at the Office Depot retail store.

In the event the customer chooses to go directly to the Office Depot retail store without Office Depot customer service assistance, the customer may purchase the item and receive contract pricing or store pricing, whichever is less IF they utilize an Office Depot Store Purchasing Card or IF they have accurately registered their authorized Pcard with Office Depot prior to the purchase (excludes the use of coupons or other discount offerings).

35. Describe the scope of sales/field support your company would make available to government entities.

Response:

All Office Depot BSD sales associates call specifically on all business sectors including government entities. All are educated in the nuances of government entity business.

In addition, we have 4 Public Sector Directors whose sole responsibility lies in the development and continuing education of our BSD Sales teams.

All BSD Sales Associates will be included in the planned internal BSD training regarding the TCPN contract award to Office Depot.

36. Describe the scope of training opportunities your company would make available to government entities as needed.

Response:

One mandatory session is recommended for all user groups. This session will explain the account parameters and give a thorough overview of the functions of the website, which is designed to direct the end user to the core items. This training can also be designed to be managed by the specific groups, site administrators, approvers, and end users. The style of the sessions will be based on customer preference, i.e. all in one, or group style training.

Training is comprised of hands-on training of the Office Depot web-site to review the customers account parameters, along with a Q & A session to answer any questions that the end-users may have relating to the ordering process and/or account structure. These sessions can be presented through the following options:

- Web-cast: Office Depot associate giving online training in a shared environment and conference call.
- Classroom: Office Depot associate providing training in class-room environment as a presentation.

The normal time allocated for this training is about 1 hour using either method depending on the users understanding.

Documentation is provided to end users in all scenarios described.

Office Depot also has the ability to train new hires and new-to-position personnel in one-on-one telephone/website sessions that range from ½ hour to the amount of time required to make the person comfortable ordering. Our customer service representatives are trained to provide this service on request and to assist anyone who is having non-technical difficulty on the website. Technical website questions are handled by our technical staff.

All of this training is provided at no cost to the customer.

37. Describe how your company handles after-hours customer service needs.

Response:

Store Purchasing Card (SPC)

For after-hours customer service needs TCPN end-users can visit our local retail stores. Our Store Purchasing Card (SPC) permits you the convenience of shopping in an Office Depot superstore while still allowing billing to their contract account.

Functionality within the network has been developed to provide multiple payment options:

- (AB Only) Account Billing Only
- (Both) Both Account Billing and Other Payment (cash, check or credit card)
- (Other Only) Cash, Check, or Credit Card

The card should be presented to the cashier while the order is being totaled. All merchandise is then re-priced on the receipt to reflect your contract price. In addition, your Store Purchasing Card also applies to services like our Copy and Print Centers and UPS Shipping Counters with everyday low UPS rates.

Procurement Cards (P-Cards)

Through the use of your Visa, MasterCard or American Express Card, Office Depot is able to expand our business partnership with you. All Office Depot purchases can be paid with this card, whether by phone, fax, Internet or in-store shopping. You will receive the benefits of contract pricing and have use of our convenient, in-store Copy & Print centers for all your copying, collating and quick-print projects!

The Client is required to register each P-Card in order to be offered this service. Coupons or other special offers do not qualify in the SPC or P-Card programs.

38. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

Response:

Unless there are extenuating circumstances, most issues are resolved within a four-hour timeframe.

There are 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 CRF process to ensure each issue is documented, tracked and monitored until resolution. Office Depot's problem resolution Customer Resolution Form (CRF) is a software system that tracks every issue that is not resolved on the first contact. This system insures that no problem goes unresolved. Every issue that can not 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.

Your designated National and Local Sales Team will be your primary contact of all business practices between Office Depot and TCPN. In the event a problem should escalate, our

teams will properly advise them on what our contingency plan would be to handle and rectify the immediate situation.

TCPN will have access to our Customer Service Department through our National 800 number. In the event that a greater degree of intervention is necessary because they are still not satisfied, the Project Manager and Executive Sponsor will work with them to assess and resolve the issue. Once your contract has been awarded a customer-specific plan will be provided with contacts and phone numbers.

39. Please describe the quality program(s) within your company and the program which measures your service work.

Response:

CSC Quality Control: Quality control focuses on inspecting customer orders in all parts of the CSC:

- Pick module: We place Quality Assurance (QA) employees in the pick module to verify that associates pick items correctly.
- Check-weigh: 100% of cartons/totes from the pick module are weight verified by machine.
- Full-case, non-conveyable: QA associates verify full case items before they travel to the main conveyor.
- Bulk: verify information on carton labels matches shipping labels.
- Furniture: there are various QA processes for both *assembled* and *non-assembled* furniture.
- Security: QA associates verify each re-pack item and scan them to a pallet.
- Wholesale: Wholesale receivers scan incoming product from wholesalers, making sure the product is labeled properly and sorted to route.
- Loading: QA associates use a ring scanner and MACC report to verify that packages are scanned, routed and loaded correctly.

The goal is to verify that the exact quantity of the right product is properly packaged and loaded on the correct route. Internal "quality" is measured by calculating the percentage of lines or cartons processed without error.

Production managers are responsible for all production related standard operating procedures, including quality assurance. QA employees record errors and review them with selectors/loaders who correct their own errors. Auditors do a random ten percent check of orders. At the end of the shift, work areas are inspected and forms turned in to the QA supervisor for "quality/ productivity" reporting.

E-commerce Quality Control: We use a standard implementation plan with every customer integration, with emphasis on Content, Process, Implementation and Post-Implementation Support Services. Each custom mapping is thoroughly tested by our Systems Quality department. After every integration the Customer Integration Team sends a survey to the customer requesting feedback on our service and integration skills. We compile the results and address skill needs via specific education. The team also documents the number of business days each implementation takes, and we hold post-mortems to discuss ways of making integrations more efficient. The goal is to achieve 10 business days.

Customer Service Quality Control: We measure Average Speed of Answer (ASA), Abandon Rate, Average On Hold Time and Call Abandonment. We will share these results with you at our quarterly business reviews.

Quality Control Reports: Our internal measurement tool is the **Customer Service Index (CSI)** designed to measure three key components that impact 100% Customer Satisfaction throughout each transaction.

- Our **Fill Rates** measure how successful Office Depot's CSCs fulfill your orders based on inventory availability (including wholesaler performance). We measure fill rates by orders and lines of an order. This means that the percentage of lines ordered by your end users are completely in stock and sent next day from the distribution center.
- The **Quality Index** measures delivery only, credit, returns, even exchanges, miscellaneous credits and damaged events. We measure the quality index by the same lines and orders we use for fill rates. The percentage of order quality index means that all lines of your end users orders are complete and delivered to the customer with no further fulfillment or quality issues.
- The **On-Time Delivery** percentage measures the timeliness and completeness of orders delivered to you within the scheduled delivery time without interruption of service. Delivery information is tracked within our MobileCast system in real time.

During **Business Reviews** we present many of these quality control metrics, as well as our standard Business Review document and other relevant information regarding our performance and resolution of any issues discussed at prior meetings.

40. Describe your call center organization.

Response:

Office Depot's customer service organization is made up of 1300 agents. The agents are based in Norcross, GA and Boca Raton, FL. We also have strategic partnerships with other customer service organizations in Colorado and abroad.

41. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Response:

Yes, Office Depot offers a dedicated 800 number for phone and fax orders.

The Customer Service Desk is available by phone and fax Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. (EST). We also provide online ordering 24/7/365, which includes many customer service friendly services such as live inventory status, customized shopping carts, full detailed descriptions of products and variable search parameters.

42. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?

Response:

No. We only require tax exempt forms when the account is first setup.

43. Does your company offer an Internet ordering solution? If so, provide detailed information related to the features and benefits related to your solution. Is there a dedicated staff to address any issues with the system or access?

Response:

Yes, Office Depot is a leader in Internet ordering solutions.

As an eCommerce pioneer, Office Depot has connected over 325,500 mid to large corporations with over 1,388,000 users. 81% of their business with us comes via the internet. In addition, Office Depot is the #3 internet retailer. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for you but for your users too.

Our contract customer BSD web site offers the following advantages:

- Live Inventory Status- Real Time Inventory viewing of all our distribution centers based on your shipping location.
- 12 months of Order History & Tracking on-line.
- Your contract pricing on all items.
- The ability to build both personal and company wide Custom Shopping Lists containing best value (contract) items, favorites, frequently ordered items, etc...
- Browse our 18,000+-item catalog on-line.
- Place orders for Design, Print, and Ship (DPS) directly on the same site for your specialized printed items.
- Place orders for technical products with Tech Depot on the same site.
- Request returns and credit on the same site.
- Create and store individual custom shopping lists.

Features:

- Multiple Search/Order Functions
- On-line catalog; Search For function including search by feature and compare functions; Order by Item #
- Toner/ink Find-Search by manufacturer make and model # to identify all items that fit your business machines
- Custom Stationary Online
- On-line backorder options
- On-line Returns
- On-line account/user administration - "Super user"
- Individual user profiles define parameters/capabilities for each user as well as all user information
- Group Login Identities
- On-line Reporting
- Order History & Tracking sort functions

- MobileCast/GPS - Order Status/Tracking, including on-line delivery verification, electronic signature capture and exact delivery details
- On-line email notification and email order approval release (HTML)
- Hierarchy/Approval/Workflow Process Levels- Up to 11 total levels
- Best Value/Contract item identification
- Four Accounting/Information fields available for account customization and identification on all orders/billing documents
- Restrict items from being purchased at the user level by department, class, item and/or dollar amounts
- Ability to define dollar amounts and expiration dates for PO's and cost centers
- Customer Bulletin Board to communicate program information and post company logo
- Flexible Delivery Dates and Future order site
- Real Time credit card authorization
- Link to Tech Depot our technology company
- As well as many other features/capabilities

To access the Office Depot Contract "TEST SITE":

- Type: <http://bsd.officedepot.com>
- User Name – type: bsdeast1
- Password – type: bsdeast1

Support Team

Our eCommerce Support Desk is available for your questions or comments via e-mail on the "Email Support" link located in the "Customer Service Contacts" section of the "Customer Services" link on our website. The eCommerce Support Desk is open Monday through Friday, 8:00 A.M. until 8:00 P.M. (ET). Our team's goal is to respond to your question within a two-hour window.

44. Describe how your company will invoice the government entity. Include a process map.

Response:

Office Depot offers a myriad of invoicing options. All are outlined in Item 46 below. A process map will be provided to each customer upon request depending entirely on their specific billing requirements. There are over 1,100 different billing options and the process map associated with each is different.

45. Is your company able to send quotes in electronic format via email including specific information (such as number of units, nature of repair, how repair was identified, etc.)

Response:

Yes.

46. Discuss the invoicing options your company offers and the payment terms for each.

Response:

Office Depot can provide you a complete Invoice and Consolidated Billing program on a local, regional or national level. There are multiple fields that 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. There are different options available depending on whether the billing 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 or weekly 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
- EFT (supports CTX)

Consolidated Billing

A consolidated 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. Consolidated 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.

Header Options:

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

Consolidated Bill Options:

- **Detailed Summary Bill** - This bill shows all detail and total for all orders reconciled in a certain billing period
- **Non-Detailed Summary Bill** - This bill shows only the order number and total for all orders reconciled in a certain billing period
- **One Line Summary Bill** - This bill will only show the number of orders reconciled in a certain billing period

Media Types Available For Consolidated Billing:

- Paper
- Electronic (Email, FTP, Diskette)
- EFT (supports CTX)

Payment Terms

Office Depot's standard payment terms are Net 30 days.

47. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what

Response:

Yes. Office Depot is capable of handling payments via many media types, including Electronic Funds Transfer (EFT). Office Depot has accepted EFT for about 12 years, by means of the 820 document. Transfer time generally takes up to two (2) days.

48. EFT formats (CTX, CPT, etc.) do you currently support?

Response:

Office Depot accepts CTX, email or fax formats, which includes the payment advice and remittance.

Office Depot has ACH/EFT capabilities in many of the countries we service. When we are awarded the global contract we will work with each country during the implementation phase to setup ACH/EFT where it is available.

49. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Response:

No, Office Depot will not waive the right to payment of any delivered product under the TCPN program.

50. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

Response:

Billing can be setup to 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.

Office Depot ensures that bills are received promptly by providing every single customer with access to Bill Management through our BSD website.

Each customer has the ability to review, print and dispute, if necessary, any invoices that are due and payable.

This is a new feature introduced by Office Depot in a June 28, 2009 launch of our new Oracle Billing System.

Training the customer on the use of this site is a free service to each customer and at the expense of Office Depot.

51. Provide a flowchart describing the reporting process to TCPN for monthly reports.

Response:

The reporting requirements per the final contract will follow the following workflow.

- Step 1. Reports are mutually designed by Office Depot and TCPN.
- Step 2. Reports are set up within Office Depot's system to produce on a specific agreed upon timeframe.
- Step 3. Reports are manually emailed to the primary TCPN recipient on a mutually agreed upon timeframe.

While not specifically requested, the following is important information about the reporting options available to TCPN as a result of contract award with Office Depot.

Reporting Capabilities

Office Depot can easily accommodate your additional reporting needs. We do not have a flowchart but we describe our complete capabilities below. Reports can be sorted 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

The media type used can be CD, paper or email (Excel or CSV file). 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

We also have the ability to send your reports electronically via e-mail within 48-72 hours of your request. The usual format is Excel, but you can be set up to receive CSV files automatically by e-mail.

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.

Specific TCPN Participating Member Online Reporting Available

General account and order information is available through the Internet for a period of 12 months. Online reporting is available on our contract Website and is simple to use. This first line of reporting provides immediate access to current data from the last year for the location(s) the user is permitted to view. This reporting permits, among other things, review of spend for the month, or the year, to compare with your planned budget. 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 and services;

52. Describe the process for notifying agencies when orders are partially shipped and items are backordered to be delivered later.

Response:

Back Orders

Office Depot stocks all catalog items, therefore, the chance of a back order occurrence is greatly diminished. Normal in-stock back orders are filled within one to three working

days, from automatic replenishment of inventory. If this does not occur there are three available options:

1. Utilize the local or national distribution channels of our wholesalers (SP Richards or United Stationers)
2. Issue immediate delivery from the nearest Office Depot distribution center or,
3. Order direct from the manufacturer.

Alternate Sourcing

Office Depot's Alternate Sourcing process focuses on satisfying all of a customer's order request by providing product to them from an expanded set of fulfillment locations. The process comes from alternate sourcing out-of-stock items from an expanded set of distribution centers into a variety of markets via UPS/USPS delivery. Likewise, we will source alternate locations before going to local wholesalers.

Backorder Notification

Back-order notification will be communicated to you differently depending on how Office Depot receives your orders. Only those item quantities in stock will be delivered.

Back-ordered items may be viewed if placing orders online through our website. Office Depot will also send a live order confirmation number listing any back-ordered items for Internet orders. You will have tracking ability for all of your online orders or be limited to view orders for an individual cost center or department. Our order history screen allows you to track the status of current orders and your past orders for up to 12 months. The level of access is determined during the setup process.

All EDI orders will generate an order acknowledgment (855) transaction from Office Depot stating which items will be delivered for the next business day. For orders received by fax, Office Depot will continue to send "fax back confirmations" to requisitioners. This document will notify your end-users immediately of any back order issues. When placing phone orders, back orders will be communicated by the Customer Service Representative servicing your account.

53. Does your firm substitute items ordered? If so how are the items determined to be equivalent? How is the agency notified of a substitution?

Response:

Substitutions

All order transactions require the TCPN members to select the alternate product.

There is a category of alternates which designates product that is comparable but not identical. This feature is displayed to users on request.

Unless the member has approved an alternate, we would not send one. All of the same quality standards and measurements apply to alternates as they would for any other product that we would offer you.

54. Describe the process in detail of transitioning agencies from other contracts to this contract and how this contract will be introduced.

Response:

Implementation Program

Our experienced implementation team will produce a detailed project plan for EACH TCPN member choosing to move to the TCPN contract in order to ensure a sound and concise roll-out. The project plans will outline each stage of implementation including the assessment of the IT integration steps, procurement plan, logistical and inventory requirements for each location, confirmation of service levels and the conducting of service exercises with end users.

Start Up

Office Depot will not charge the TCPN member for any start up costs during implementation. Our goal is to develop a strong partnership during the implementation phase, which will continue throughout the relationship. Information that is provided and shared during the implementation process is considered confidential.

Office Depot will require the main contacts for TCPN member following departments: IT, Accounts Payable, Purchasing, and Receiving. Office Depot will partner with them during the Implementation Phase so that we can gain a proper understanding of your preferred business practices. The level of assistance needed will depend on your program goals. Example: A third party ERP System integration will require testing time from IT resources to ensure the data is being transmitted properly.

Resources

As a valued customer, an Implementation Manager and an Implementation Administrator will be assigned to each TCPN member account to manage the implementation process and orchestrate Office Depot resources to ensure a smooth program rollout. The Implementation Manager is the TCPN member's primary point of contact during implementation.

The Implementation Administrator will work with the Implementation Manager throughout the rollout phase. Once the roll-out phase is complete the Implementation Manager will ensure the Accounts Payable is 100% accurate, processes are streamlined and moving in a progressive direction and that a satisfaction survey has been completed and any concerns are fully addressed. This transition will allow the Implementation Administrator to handle all ongoing support, maintenance and setting up and rolling out new locations. Their primary responsibility will be to ensure consistency of an account that is already rolled out.

Transition Plan

Office Depot has developed a strategic implementation plan that allows both Office Depot and TCPN to have a complete understanding of their specific roles and responsibilities. The implementation plan is broken into nine critical categories:

- Account Set Up
- Billing and Reporting
- Credit Services
- Product Purchasing and Replenishment
- Warehouse Operations and Distribution
- Strategic and Tactical Field Support
- Communications and Training
- Customer Service Support
- EDI Mapping and Production and/or Internet Set Up

The normal time frame for the full implementation of an account is approximately 14 business days, but this is highly variable depending on the complexity of the customer's requirements, availability, and commitment to the implementation plan.

The implementation manager will educate, coordinate and prioritize the resources required to efficiently execute the implementation plan.

55. In the event a new Office Supply contractor is awarded, please describe the process of converting or maintaining existing TCPN members using the current contract for Office Supplies. It is estimated that as many of 400-600 agencies are using the current TCPN Office Supplies Cooperative Contract.

Response:

Office Depot is the incumbent contract vendor at this time. No transition would be required.

56. At the end of this contract and in the event your company is not re-awarded this contract please describe the process of transitioning TCPN agencies onto the new contract.

Response:

Office Depot will contact its current customer base and advise them to contact TCPN with questions regarding any new TCPN agreement.

1. Specifications and Requirements

- A. Describe your company's ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions and Specifications Form above.

Office Supply Requirements			
Line #	Requirement	Comply	Deviate
1	Vendor shall provide a broad based line of office products of at least 10,000 items in available inventory.	X	
2	All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.	X	
3	The vendor's catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products.		X
4	The catalog shall contain a minimum of 10,000 items.	X	
5	Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.	X	
6	Vendor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the members. Features include: product lookup that shows <u>contract</u> price; ability to set purchasing authorization limits; ability to download order and invoice history reports.	X	
7	Orders of stocked products will be shipped within 48 hours of receipt of order. The participating entity shall be notified by the vendor if the product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.	X	
8	Contractor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.	X	
9	No "restocking" fees may be collected on items cancelled for failure to be delivered within the specified time frame.	X	
10	Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the		X

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Business Solutions Division

	exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.		
11	The minimum dollar value of an order delivered to a single location shall be no more than \$50.00, unless a different amount is required by a member agency.	X	
12	Orders not filled and partials shall be indicated on the packing list. Vendor shall inform member of anticipated delivery date for unfilled and partial orders.	X	
13	All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the member's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.	X	
14	General office supplies shall include, but not be limited to, pencils, pens, markers, and other writing instruments; correction fluid, tape, film and other correction products; tape, glue, paste and other adhesives; staplers, staples, paper clips, and paper clamps; permanent and removable self-adhesive, moisten and stick, colored and clear, and specialty labels; standard file folders, hanging file folders, floor and desktop file cabinets, trays, containers, and organization systems.	X	
15	Calculators shall include, but not be limited to electronic handheld, desktop and scientific printing and non-printing calculators.	X	
16	Paper products shall include, but not be limited to white and color copy and duplicator paper; linen office papers; envelopes; index cards; writing pads; composition books; loose-leaf paper; card and cover stock; and other paper supplies.		X
17	Miscellaneous equipment shall include, but not be limited to paper shredders, electric and mechanical pencil sharpeners, clocks, radios, wastebaskets, and labeling equipment.	X	
18	Specialty equipment and supplies shall include, but not be limited to signs, nameplates, name badges, computer carrying cases, briefcases, and housekeeping supplies.	X	
19	Vendor will provide various Copy and Print Services	X	
20	Vendor will provide E-Commerce for Print orders. Ability to send the orders electronically and either pick them up or have them delivered.	X	
21	Vendor will have the ability to print collate, and either staple or bind the materials.	X	
22	Vendor will have the ability to turn around orders within 24 hours or less for certain copy and print jobs.		X

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Taking Care of Business

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23	Vendor will have the ability to print business cards and turn around within 5-7 days.	X	
24	Vendor will have the ability to Accept Purchase order for Print and Copy Services	X	
25	Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping.	X	
26	Vendor will provide a discount below the standard retail rate for Print, Copy, and Ship materials.		X
27	Vendor will include Promotional Materials in the catalogues for the members.	X – no cost to members	
28	The Promotional Materials will include discounts below standard retail rate	Unclear – please clarify	
29	The Vendor will have the ability to provide Office Furniture and Chairs of various manufacturers.	X	
30	The Vendor will have experience with ordering and installing furniture orders.	X	
31	The Vendor will be able to provide Furniture pricing within 2% of GSA pricing.		X
32	The Vendor will match or lower any pricing of comparable contracts with similar volume. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.	X	
33	The Vendor will honor pricing and will not have “Floors” in their pricing. This includes fixed prices and discounts of catalogues.		X
34	Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.	X	
35	Vendor is not being investigated for Overcharging by any State or Federal Agency.		X
36	Vendor will notify TCPN of any changes in ownership and the vendor will notify any entity requesting this information.	X	
37	Vendor may request TCPN sign a non-disclosure agreement until such change in ownership is complete.	X	
38	Vendor acknowledges that TCPN has the right to terminate its contract with the vendor upon change of ownership at its sole discretion.	X	
39	Vendor will notify TCPN of any changes in financial stability including changes in debt ratings. Vendor will		X

	notify TCPN of any supplier putting credit holds upon the vendor and why such hold is in place. Vendor may request TCPN sign a non-disclosure agreement regarding this matter.		
40	Vendor will supply TCPN a performance bond upon request to ensure its members will be supplied by vendor under this contract. (TCPN may or may not request this at its sole discretion)		X
41	If a Performance bond is requested the Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company.		X
42	Upon request Vendor will supply a Performance Bond will be equal to the amount of 12 months of volume under the vendor and TCPN program		X
43	Vendor will supply TCPN a payment bond upon request to ensure its members will be supplied by vendor under this contract.		X
44	If a Performance bond is requested The Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company. (TCPN may or may not request this at its sole discretion)		X
45	Upon request Vendor will supply a Payment Bond that will be equal to the amount of 3 months of volume under the vendor and TCPN program	X	
46	Upon Request Vendor will offer a rebate program to agencies that meet certain minimum ordering requirements.	X	
47	Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of fixed prices of 100 items, 200 items, & 300 items.	X	
48	Vendor can submit an alternate pricing methodology allowing Participants to develop their own core list of a percentage discount of 100 items, 200 items, & 300 items.	X	
49	Vendor agrees that upon request by TCPN that it will promptly update contact information of references	X	

F. Sample Vendor Monthly Report

Vendor Name
TCPN Report

month: May-08

Entity Name	Zip Code	State	PO or Job#	Sale Amount	TCPN 2% Fee
This report is available. However, it is suggested that additional columns be formatted to provide accurate usage for reporting.					

Total

G. CONTRACTOR FINGERPRINTING REQUIREMENTS

Contractor Certification

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed

Signature of Respondent

Date


10/16/09

H. FINGERPRINT & BACKGROUND CHECKS

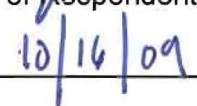
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with ARS 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with ARS 15-512 and any other statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed



Signature of Respondent



Date

I. BUSINESS OPERATIONS IN SUDAN, IRAN

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

10/16/09

Date

J. Language Pursuant To California State Procurement Rules

Prevailing Wages:

Contractor is responsible for obtaining prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable in the particular locality in which the project is located.

Each craft, classification, or type of workman needs to execute this contract and must obtain a copy of these prevailing wage rates. The successful Respondent shall post a copy of these prevailing wages at each job site pursuant to Labor Code Section 1775 in regards to prevailing wage rate laws. No proposals shall be accepted from a contractor who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

Apprentice Employment:

Attention is called to the provisions in Section 1777.5 and 17776. of the Labor Code concerning the employment of the apprentices by the Contractor or any subcontractor under Contractor.

Storm Water Pollution Prevention Plan:

It shall be the responsibility of the successful Respondent to file a Notice of Intent and procure a State Water Resource Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Respondent shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful Respondent shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. It shall be the responsibility of all Respondents to evaluate and include in the proposal the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful Respondent shall also include in his proposal the cost of monitoring as required by Permit.

Fingerprinting and Security:

Unless exempted, the Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the Contractor and its subcontractors must provide for the completion of the certification form included in this document within five (5) days from Notice of Award. The Contractor may, at its option, comply with Education Code section 45125.1 and 45125.2 wherein an employee of the Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony, provides continual supervision and monitoring of all of Contractor's employees. In no event shall any employees of the Contractor or its subcontractors come into contact with the District's pupils before the certified monitor is in place and or certification is completed. Contractor shall provide at no additional cost to the District visible security badges for all workers who enter the Project site. All workers who have been certified pursuant to Education Code sections 45125.1



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and 45125.2 shall be issued a green badge with the words "**NO ESCORT REQUIRED**" boldly printed on both sides. Any workers who have not been certified pursuant to the above code sections shall be issued a red badge with the words "**ESCORT REQUIRED**" boldly printed on both sides. The badges must be visible on all workers at all times on site.

Compliance With Provision of Law Relative To Public Contracts

It is stipulated and part of the contract that the District is a California Public Agency, subject to all laws of the State applicable to public contracts which include, but are not limited to, the payment of prevailing wages, hours of labor, apprentice employment, debarment of contractors, and retention of payroll records. Contractor may be subject to penalties for noncompliance.

Substitute of Security

Pursuant to California Public Contract Code, Section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement between the escrow agent and the District, which provides that no portion of the securities shall be paid to the Contractor until the District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed.

IN WITNESS WHEREOF: The contract is executed by the District's authorized representative.

WITNESSED:

SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

WITNESSED FOR CONTRACTOR

CONTRACTOR

TO BE SIGNED WHEN REQUESTED
BY EACH SCHOOL DISTRICT

Date: _____

Date: _____



Taking Care of Business

K. CERTIFICATE OF CONTRACTOR

PURSUANT TO SECTION 1861 OF THE LABOR CODE

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

Signature TO BE EXECUTED UPON AWARD AND AT SPECIFIC REQUEST OF
THE SCHOOL DISTRICT

License No./Expiration Date _____

License Classification _____

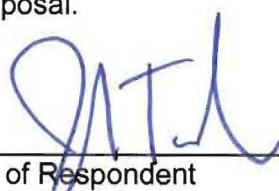
L. NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

(State of Texas)

(County of Tarrant)

John T. Lander, being first duly sworn, deposes and says that he or she is Vice President of Office Depot, Inc., the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or date relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.



Signature of Respondent

10/16/09

Date

M. Exceptions to Terms, Conditions and Specifications

Company Name: OFFICE DEPOT, INC.

Note: *This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.*

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

Page Number	Outline Number or Paragraph	Term, Condition or Specification	Exception
			See attached detail -
			- Following pages
			- TAB 1



Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

Business Solutions Division

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Business Solutions Division

Page Number	Outline Number or Paragraph	Term, Condition or Specification	Exception
29	3	The vendor's catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products.	Office Depot's catalog includes over 15,000 items, considered office supplies but in different categories per the bid
29	10	Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.	See Tab 1, Exceptions to Contract Terms and Conditions
30	16	Paper products shall include, but not be limited to white and color copy and duplicator paper; linen office papers; envelopes; index cards; writing pads; composition books; loose-leaf paper; card and cover stock; and other paper supplies.	Cut Sheet paper carries different discounts than the other items outlined. For purposes of this response, we have included white and color cut sheet in the same category.
30	22	Vendor will have the ability to turn around orders within 24 hours or less for certain copy and print jobs.	The turnaround time is based on the order size and complexity. "Certain" is not definable but OD will clarify during negotiations.
30	26	Vendor will provide a discount below the standard retail rate for Print, Copy, and Ship materials.	Shipping is not included as part of this bid response. Copy/Print services shall be priced at 20% off retail at the time of the order.
30	28	The Promotional Materials will include discounts below standard retail rate	Unclear - please clarify
30	31	The Vendor will be able to provide Furniture pricing within 2% of GSA pricing.	Office Depot does not have a GSA Contract for furniture.
30	33	The Vendor will honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.	List price in catalog is out of date. Upon award, Office Depot System List price with applicable discounts will be provided and updated per the terms of the final agreement.
30	35	Vendor is not being investigated for Overcharging by any State or Federal Agency.	Please see Tab 1 under Exceptions to Contract Terms and Conditions.
31	39	Vendor will notify TCPN of any changes in financial stability including changes in debt ratings. Vendor will notify TCPN of any supplier putting credit holds upon the vendor and why such hold is in place. Vendor may request TCPN sign a non-disclosure agreement regarding this matter.	Office Depot will provide information that is available through public means as a publically traded company.

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31	40	Vendor will supply TCPN a performance bond upon request to ensure its members will be supplied by vendor under this contract. (TCPN may or may not request this at its sole discretion)	To be negotiated if necessary.
31	41	If a Performance bond is requested the Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company.	To be negotiated if necessary.
31	42	Upon request Vendor will supply a Performance Bond will be equal to the amount of 12 months of volume under the vendor and TCPN program	To be negotiated if necessary.
31	43	Vendor will supply TCPN a payment bond upon request to ensure its members will be supplied by vendor under this contract.	To be negotiated if necessary.
31	44	If a Performance bond is requested The Bonding company will be licensed to do business in Texas and TCPN will have sole discretion upon acceptance of the bonding company. (TCPN may or may not request this at its sole discretion)	To be negotiated if necessary.

Q. Value Add Services Description – Provide answers to the following questions from which information will be utilized should your company be selected.

1. Describe how your company will interact with TCPN. Include a process map of communications.

Response:

Office Depot will establish mutually agreed upon dates to conduct business reviews designed to benchmark progress of the commitments made for a new Office Depot contract launch.

The implementation timeline will be developed at the first meeting scheduled after award and acceptance of contract pricing, terms and conditions set for in the RFP response.

A process map of communications will also be developed at that first meeting in order to fully understand both parties' commitments to such timelines.

2. Describe your training program with TCPN staff and a proposed schedule of topics and include any proposed training literature or materials.

Response:

It is anticipated that TCPN will coordinate the team of personnel responsible for the management and marketing of this contract.

At that time, subjects for discussion include but are not limited to:

1. Development of Customer facing document requirements.
2. Development of TCPN Bulletin Board specifications.
3. Timeline development for introduction of custom "green" catalog
4. Introduction to BSD website and training on such to provide a general overview of the site and its capabilities.
5. Development of the webex training timeline for both TCPN members as well as Office Depot sales associates.
6. Development of budget for 2011 TCPN customer events and identification of costs associated with 2010 customer events.
7. Development of joint announcement of new contract offering as well as outlining the timeframe and process for TCPN's communication to the member base.
8. Introductions of the 3 Public Sector Directors as well as the Office Depot Marketing Manager responsible for working with TCPN to develop requested communication pieces.

Training is comprised of hands-on training of the Office Depot web-site to review the customers account parameters, along with a Q & A session to answer any questions that the end-users may have relating to the ordering process and/or account structure. These sessions can be presented through the following options:

- Web-cast: Office Depot associate giving online training in a shared environment and conference call.
- Classroom: Office Depot associate providing training in class-room environment as a presentation.

Training materials are available on line and will be accessed during the proposed training sessions.

3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.

Response:

Victoria Dumont
Director, Contract Compliance – National Scope
Office Depot, Inc.
14600 Trinity Boulevard, St. 300
Ft. Worth, TX 76155
(P) 817-684-4416
(F) 888-438-8990

Vicki has 28 year's experience with K12 and Government sales. Vicki has been employed by Office Depot for 21 years. Vicki has been instrumental in the development of Office Depot's K12 and Higher Education Marketing programs as well as introduction of and acceptance of the TCPN program to customers outside of the Texas and Arizona marketplace.

4. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.

Response:

Victoria Dumont will coordinate the technical assistance team. At this time, it is not determined that a technical requirement exists.

5. Describe your company's shipping schedule notification procedures.

Response:

For all orders you will receive a shipping schedule notification. This notification or confirmation will document when the order will be delivered and if any items are out of stock or backordered.
Below we have provided an online order confirmation as an example:

Checkout - Order Confirmation

The **Order Confirmation** page will appear, thanking you for your order and listing your order number. When you see this page, your order has been successfully submitted to the Office Depot system.

The order can now be tracked by using the order number in the Order Tracking function. A "printer friendly" version of this page is available to print a record of your order – simply click the link and print using your browser's print function.

Office DEPOT
Business Services Division

Welcome! CUSTOMER OF OFFICE DEPOT TEST ACCOUNT

[Home](#) [Bulletin Board](#) [Give Us Your Feedback](#)

[Office Supplies](#) [Furniture](#) [Technology](#) [Custom Imprints](#) [Customer Service](#) [Company Info](#)

Search Tools

Thank you for your order at OfficeDepot B2B.NET
Attention: Your order has been placed on hold.

Your Order Number is 211969569-001

My Profile

[View Order Details for This Order](#)
[View Printer Friendly Order Detail](#)
[View Your Order History](#)
[View Your Account Information](#)

Use the links to the left to quickly access information about your account. You may check the status of your order, view the order's details, change the information in your account, or view your previous orders.

Shopping Tools

0 Item(s) in Cart
Subtotal: \$0.00

[View Cart](#)
[Check Out](#)

[Order Tracking](#)
[Order by Item #](#)
[My Shopping Lists](#)
[My Profile](#)
[Account Center](#)
[User Profiles](#)
[Usage Reports](#)
[Future Orders](#)

Order Info

Shipping Info:
OFFICE DEPOT
2208 OLD GERMANTOWN RD.
DELRAY BEACH, FL 33445-8223
USA
(954) 222-8888

Billing Info:
OFFICE DEPOT TEST ACCOUNT
2208 OLD GERMANTOWN RD.
DELRAY BEACH, FL 33445-8299
USA
(800) 269-6888

Payment Info:
Account Billing

Order Info		Amount Total	
Order #:	211969569-001	Subtotal:	\$71.93
Order Date:	07/23/2003	Shipping:	\$0.00
Delivery Date:		Misc:	\$0.00
		Taxes:	\$4.32
		Total:	\$76.25

- Describe how your company deals with shipping delays. How do you notify your customer of delays?

Response:

Office Depot attempts to notify customers whenever our dedicated delivery drivers are unable to meet a delivery commitment. Delivery exceptions entered via Mobilecast or NetByTel will be within the hour and we will notify the customer up to

3 tries. Orders left on the dock in the warehouse will be contacted by the delivery center personnel. Non controlled deliveries will be notified the same day though our outbound emergency notification system that is in the process of testing with our strategic partner West.

7. Provide your shipping schedule reporting form. How many times do you update?

Response:

Office Depot does not utilize a shipping schedule reporting form. Our transportation system is automated and forms are not required.

8. How many products do you stock? Where?

Response:

Please refer to Tab 3, Section 17 previously provided.

9. What is your percentage of on-time delivery?

Response:

99% has been reported year to date through August, 2009.

10. Provide evidence of your company's ability to work with government entities to continuously lower their process costs.

Response:

The single largest improvement that Office Depot has consistently delivered to our customers is the invoice payment process improvements.

By and large, this is the greatest expense associated with placing and paying for an office supply order.

Office Depot has worked with Chicago Public Schools and completely revamped the payment process

Order placement is in a punchout environment and CXML transmission and round trip order acknowledgement, invoice payment and delivery acceptance.

This is the largest public entity with whom Office Depot has worked with direct intention to lower the customer's cost of doing business.

Office Depot has thousands of government accounts and all of them are benefitting from the new Oracle Bill Management system launched in June, 2009 as well.

11. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

Response:

Demand Management

Office Depot will use our technology and ordering system to drive TCPN members to buy best value products. This can be achieved by electronically routing purchases to items that are of better value. Office Depot will continue to conduct analysis of the products purchased by TCPN and recommend the best assortment based on changing buying trends.

Below are actual examples of highly effective demand management programs.

Case Study #1

Objective: Developed and implemented a demand management writing instruments (pens, pencils, highlighters and markers) program.

Method:

1. Run usage report on all writing instruments (approx. 1,000 items).
2. Identify different types of writing instruments required to perform daily tasks.
3. Create standards list by style, type and price point (100 total items), 90% reduction.
4. Customer sends recommendation to senior management for approval.
5. Customer drafts internal communication announcing program.
6. Cross reference all nonstandard products to standard products in Office Depot's system.
7. Standards list posted on customer intranet website.
8. Track usage on monthly basis.
9. Report savings to customer on quarterly basis.
10. Review usage and make adjustments to meet additional customer requirements.

Results: Saved \$120K in the first year of the program

Case Study #2

Objective: Implement mandatory national remanufactured toner program and increase overall minority spend.

Method:

1. Identify key areas and customers to test toner cartridges.
2. Supplier sends out test cartridges along with questionnaire for customer feedback.

3. Provide merchandising with forecast by various markets.
4. Customer sends recommendation to senior management for approval.
5. Customer drafts internal communication on program goals and merits.
6. Create automatic substitution program in our order processing system.
7. Track usage on monthly basis.
8. Report savings to customer on quarterly basis.
9. Monitor and take corrective action on any quality issues or concerns.
10. Create customer satisfaction survey for feedback on overall program value.

Results: Saved approx. \$1MM in first year of program and increased overall minority spend by 40%.

12. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution.

Response:

Year to date 96% of customer service calls are handled as one call resolution.

Conversely, year to date 4% of calls result in a crf (customer resolution form) requiring additional research that couldn't be handled on the initial call.

When that occurs 91% of the time we respond back with a resolution for the customer within 3 hrs. 95% of the time within 5 hrs. The remaining 5% are normally more complex issues that require additional time.

This represents an overall improvement in all areas of reporting versus 2008 performance.

13. What does your company do to expedite quotes to the government entity and track completion from the service centers?

Response:

Year to date 96% of customer service calls are handled as one call resolution. Quotes are not considered orders. Therefore, tracking the completion from a service center is not accomplished until a valid purchase order is received from the customer.

14. How does your company work to continuously improve the services that you provide?

Response:

Business Reviews

This phrase is one of the big keys to our success. Office Depot is relentless in seeking measurable quantifiable statistics to measure our joint efforts to reduce costs and process time for our customers. Managing your business to the location level allows you to make decisions with full knowledge of what is actually happening now. Then, and only then, you can measure the results of any changes you make.

Our quarterly Business Review process is a high level summary which ties together all of the statistical information that we gather on our performance and service levels. We will provide TCPN specific performance data by geographic location or business unit. Each business review completed will then be rolled up into a master review for entire company. This process of creating multiple reviews allows us to compare each of your locations against one another to find best practices, innovations and ensure all locations are performing to minimum TCPN standards. Our review will be customized to provide the specific format and metrics that TCPN 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.

TCPN's Business Development Management team will schedule quarterly reviews. The Office Depot Account Managers will assist each TCPN location by analyzing spending and usage data. This process helps TCPN by providing a 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

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

15. Please provide any discount schedules your company offers.

Response:

Please refer to Tab 9 for discount schedule offered in this proposal.

16. Describe how your company will introduce this agreement to all government entities.

Response:

Please refer to Tab 3, Item 4 previously provided in this response.

17. Provide a sample of any advertising campaign.

Response:

Please refer to Tab 3, Item 4 and 5 previously provided in this response.

18. Describe how you intend on involving TCPN's staff or any Regional Educational Service personnel in your introduction.

Response:

Office Depot intends to invite TCPN staff or Regional Educational Service personnel to participate in regional sales meetings scheduled during 2010.

19. Describe how you intend on introducing this program to your company.

Response:

Please refer to Tab 3, Item 5 previously provided in this response.

20. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

Response:

Please refer to Tab 3, Item 5 previously provided in this response.

21. Describe your company's quotation/proposal process.

Response:

Due to the fact that Office Depot is the incumbent supplier in this RFP response, the following actions include but are not limited to the following process in responding to this RFP.

1. Sales, Contract Compliance, Legal, IT Implementation team, Transportation team and RFP response team review of the entire proposal.
2. Questions regarding the RFP are developed and delivered to the RFP originator.
3. Review of Addenda and changes from original format are again reviewed and compared to original RFP.
4. Usage of existing customer base is pulled and pricing is developed based on RFP commitments to volume, core list requirements and off contract pricing requests.
5. A review of existing customer business practices, i.e., delivery, timely payment, order size average, are applied to determine profitability model.
6. Review of Legal addendum and incorporation into RFP response.
7. Proposal is developed.
8. Pricing is developed.
9. Sales, Contract Compliance, Legal and RFP response team regroup to review proposed response.
10. Approvals for final pricing and RFP response are sent through Office Depot Delegation of Authority processes.
11. Required changes are made to proposal response and/or pricing models.
12. Approvals through Delegation of Authority policy are resubmitted.
13. Approvals are received.
14. Proposal is printed, bound and delivered to the RFP originator.
22. Please provide a list of all major upgrades that you have performed on your web site during the past 12 months and explain how the upgrades benefited or impacted the average customer.

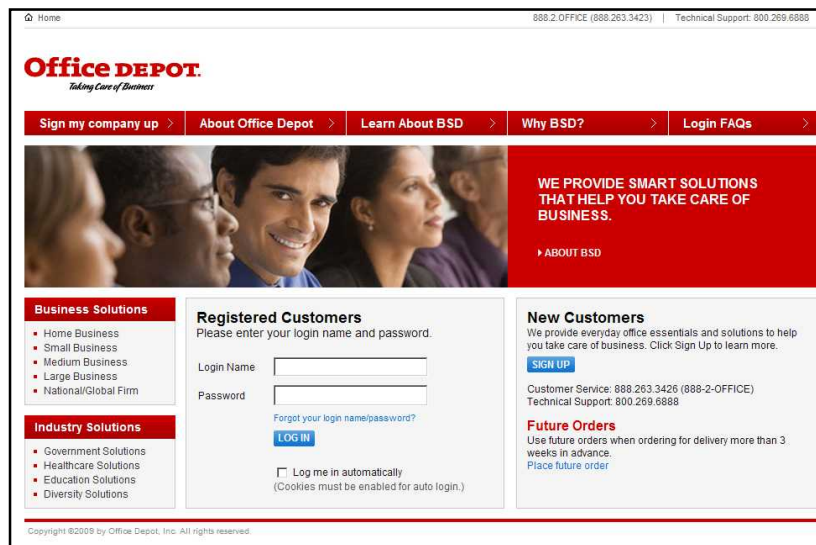
Response:

Office Depot's Business Solutions Division Website Overview
--

Office Depot is pleased to introduce you to BSD website! Our new BSD site comes with some exciting new features that will make your shopping experience easier, faster and more enjoyable!

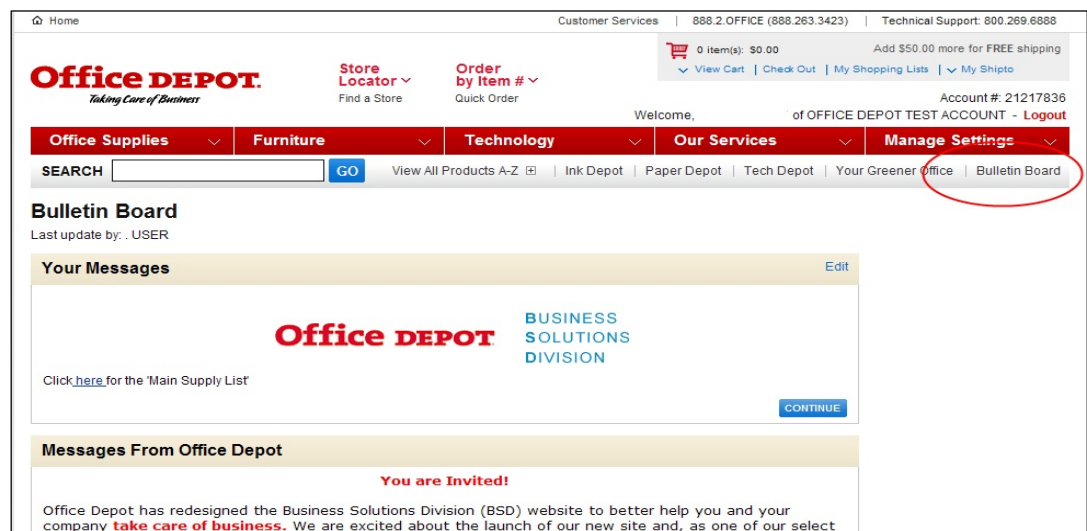
This document will help you find the features and tools you have used in the past on our website. It will also highlight new functionality we have added for you!

New BSD login page:



Bulletin Board

Our bulletin board offers great features and options to allow you to customize your home page with specific messages to your requestors. This page is the landing page when you sign in to your personalized site. You can now access the bulletin board from any page by clicking on "Bulletin Board" in the upper right corner of the grey navigation bar.



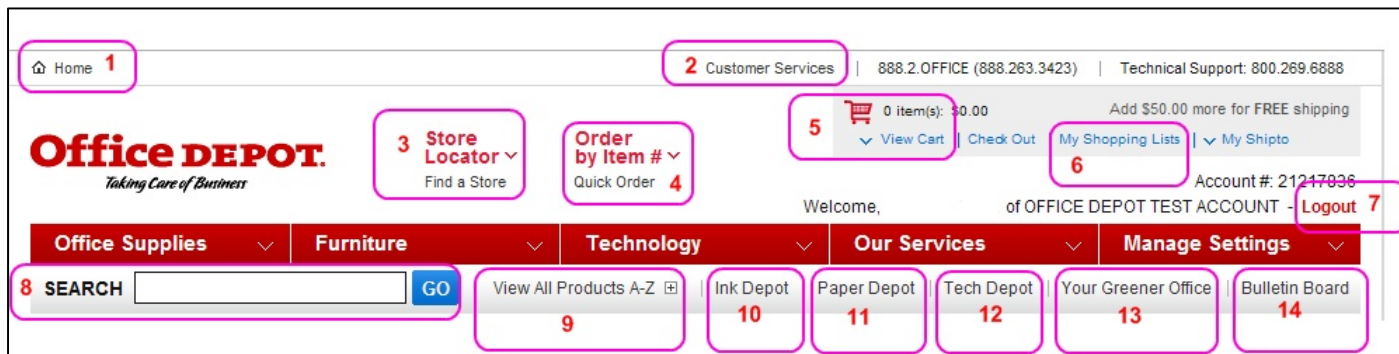
Navigation Tools & Global Elements

The location of 'Navigation Tools and Global Elements' are explained below.

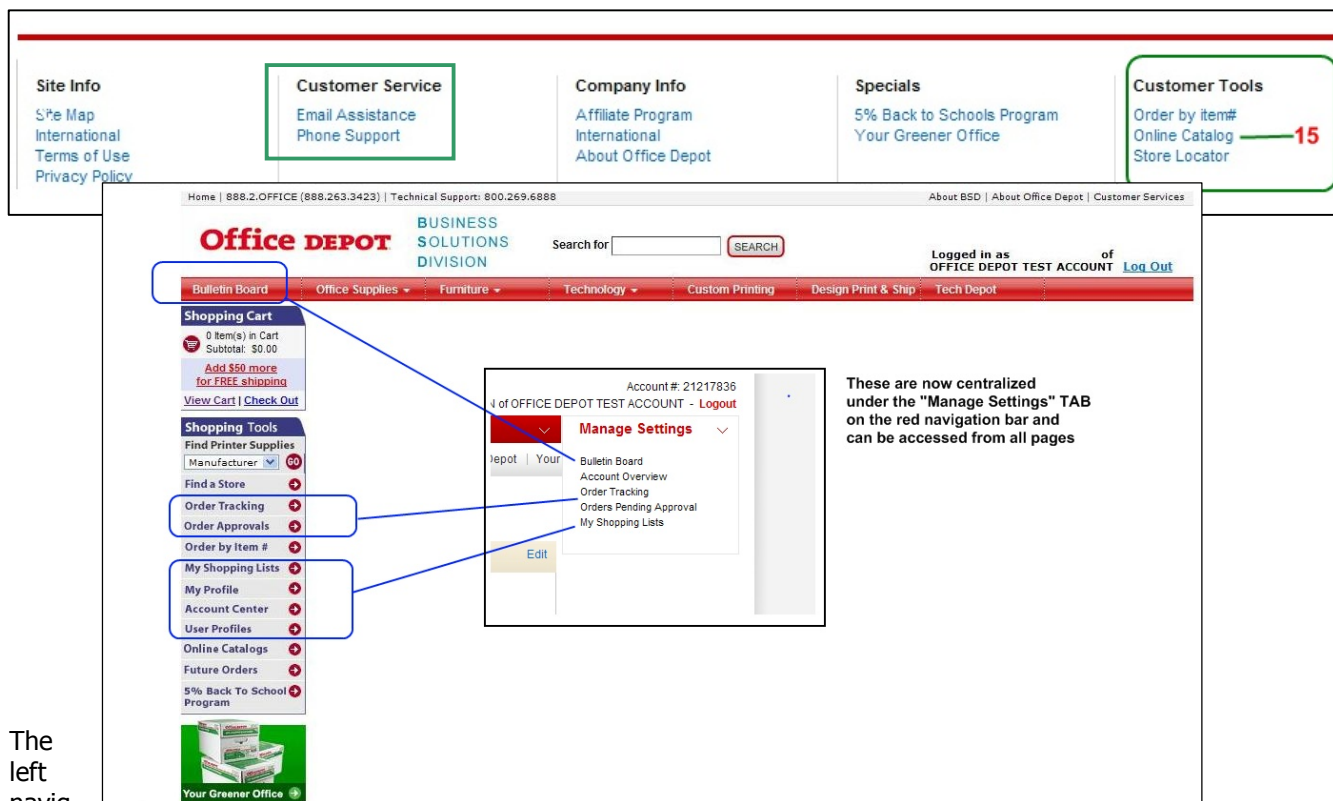
Special Features Note: 'Your Greener Office', 'Online Catalog', 'Custom Printing', and 'Design Print and Ship' are easily accessed from the homepage.

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BSD navigation tools and global elements:



The left navig

ation menu "Account Management" functionality on the old site is now centralized and found on

the main red navigation bar under



When you mouse over the 'Manage Settings' tab fly-out displays the following options for **Regular Users**:



For Super Users, account maintenance tools, user maintenance tools, and 'My Profile' are now located under 'Account & User Administration':

NEW FEATURES AND ENHANCEMENTS – Storefronts, My Orders, My Tools...

Several new features for the BSD Homepage have been added to enhance your shopping experience.

We have added Storefronts such as 'Ink Depot', 'Paper Depot', 'Design, Print & Ship Depot', 'Tech Depot' and 'Green Office'.

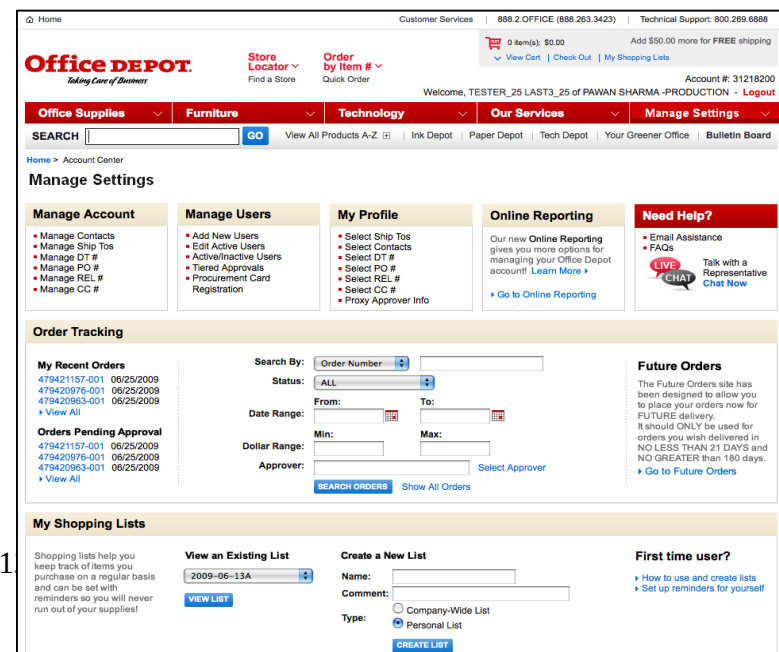
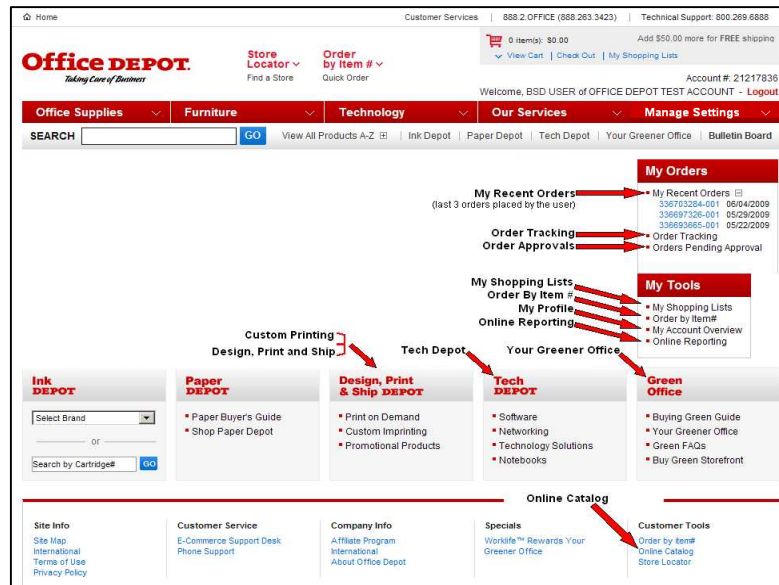
Useful functionality are grouped together under some new headings. Check out **My Tools** for quick access to – Shopping Lists, Order by Item #, Account Settings and Online Reporting.

The **new 'My Recent Orders'** feature provides users fast and easy access to the last three orders placed.

Shopping Cart 'Fly-Out'

When the [View Cart](#) link in the upper right corner is moused over, it expands to display the first five items in your cart. It also gives you several options - to view the next five items, view all items, to go to 'My Shopping Lists' or to Checkout:

Account Administration



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The link to the 'Account Administration' page is located on the '**Manage Settings**' drop down and is only available for Super Users.

Here, **Super Users** can view and modify their profile settings as well as manage account and user settings with the options presented:

For **non Super Users**, the 'Account Administration' link and page is replaced with the 'My Account Overview' link.

Here, users can view their profile settings and modify settings - depending on their permissions.

MORE Features ..

BSD users will enjoy increased access to email support, FAQ's and Chat via the 'Need Help' box that is present on almost all post-login pages.

The screenshot shows the 'Manage Settings' page in the Office Depot user interface. At the top, there's a navigation bar with 'Office Supplies', 'Furniture', 'Technology', 'Our Services', and 'Manage Settings'. The 'Manage Settings' dropdown is active, showing options like 'My Profile', 'My Account Settings', 'Online Reporting', and 'Need Help?'. The 'My Profile' section includes links for 'Select Ship To's', 'Select Contacts', 'Select DT #', 'Select PO #', 'Select REL #', 'Select CC #', and 'Proxy Approver Info'. The 'My Account Settings' section includes 'Edit User Information', 'Edit Contact Information', 'Edit Your Subscriptions', 'Edit Login Settings', and 'Lost Password Retrieval'. The 'Online Reporting' section has a 'Go to Online Reporting' link. The 'Need Help?' section includes 'Email Assistance', 'FAQs', and a 'LIVE CHAT' button. Below these sections, there's an 'Order Tracking' section with 'My Recent Orders' and 'Orders Pending Approval'. The 'My Recent Orders' section lists three orders with their IDs, dates, and 'View All' links. The 'Orders Pending Approval' section lists three orders with their IDs, dates, and 'View All' links. The 'Order Tracking' section also includes a 'Search By' dropdown, a 'Status' dropdown, and a 'Date Range' selector. The 'Future Orders' section includes a 'First time user?' link. At the bottom, there's a 'My Shopping Lists' section with a 'View an Existing List' button and a 'Create a New List' button. The 'View an Existing List' button is labeled '2009-06-13A'. The 'Create a New List' button is labeled 'CREATE LIST'.

When in the Shopping Cart, users can quickly add items using the 'mini Order By Item #' box on the right side of the page.

The screenshot shows a 'mini Order By Item #' box. It has a text input field for the item number and a button labeled 'ADD TO CART'.

When viewing a Custom Shopping List, users can quickly add additional items to the shopping list by using the 'Add By Item #' box on the right side of the page.

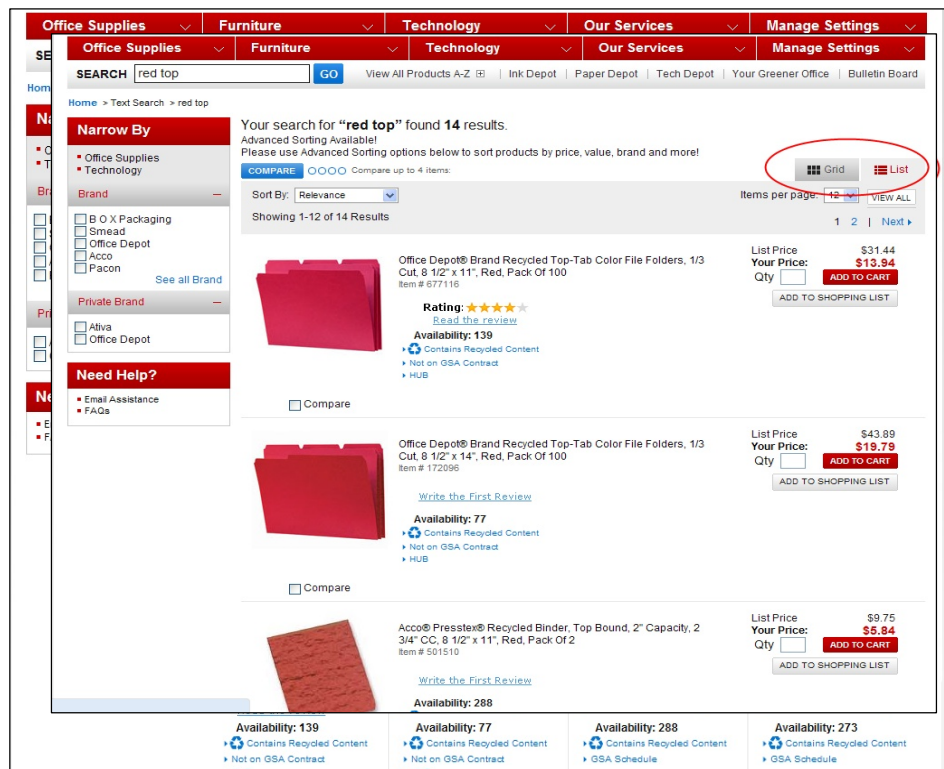
Our Search Functionality

The screenshot shows the 'Paper Storefront' page in the Office Depot user interface. At the top, there's a navigation bar with 'Office Supplies', 'Furniture', 'Technology', 'Our Services', and 'Manage Settings'. The 'Office Supplies' dropdown is active, showing options like 'Shop Office Supplies', 'Paper', 'Forms', 'Envelopes', and 'Paper'. The 'Shop Office Supplies' section includes a list of products: 'Adding Machine & Calculator Paper Rolls', 'ATM, Cash Register & POS Paper Rolls', 'Color Paper', 'Continuous Computer Paper', 'Copy & Multipurpose Paper (White)', 'Cover & Card Stock', 'Design Paper', 'Fax Paper', 'Filler Paper', 'Financial & Medical Paper Rolls', 'Fine Business Stationery', 'Inkjet Printer Paper', 'Laser Printer Paper', 'Paper For Color Copiers', 'Photo Paper', 'Pre-Perfed/Punched Paper', 'Specialty Paper', and 'Wide Format/Plotter Paper'. The 'Paper' section includes a 'Sheet Size' dropdown with options: '8 1/2" x 11"', '8 1/2" x 14"', '11" x 17"', '14 7/8" x 11"', and '10 1/2" x 8"'. The 'Paper Storefront' section includes a 'Featured Categories' section with six categories: 'Copy & Multipurpose Paper', 'Inkjet Paper', 'Laser Paper', 'Photo Paper', 'Color Paper', and 'Color Copy Paper'. Each category has a description and a 'View All' link. The 'Copy & Multipurpose Paper' category includes a 'View All' link. The 'Inkjet Paper' category includes a 'View All' link. The 'Laser Paper' category includes a 'View All' link. The 'Photo Paper' category includes a 'View All' link. The 'Color Paper' category includes a 'View All' link. The 'Color Copy Paper' category includes a 'View All' link.

Introduction of Category Storefronts for popular Categories like Paper, 3M, etc

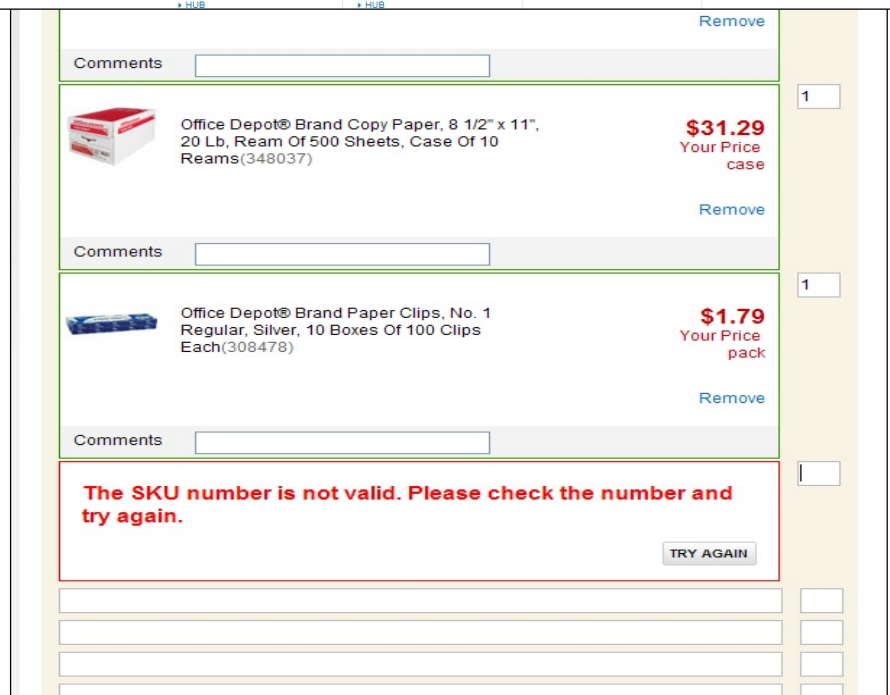
Grid or List View

Users can now choose to display search results either in a Grid or List View



Quick Order by Item # Enhanced

Quick Order by Item # now displays an image and description for each keyed sku number. Shoppers can easily verify if they have ordered the correct item. Error messages are clearly displayed with a prompt to correct the error.



23. Please include any additional information you think TCPN should have when making their decision to select your company.

Response:

We have identified what we feel are the key differentiators between Office Depot and our competitors as it relates to this contract.

The following are specific ADDITIONAL Value Added Solutions offered in our response:

1. 2 different Core pricing proposals based on customer requirements
2. 3 different pricing options based on customer requirements
3. "Green" spend incentives
4. Point of Sales Discount on orders exceeding \$150
5. Annual volume rebates per customer spend
6. Annual volume rebates per customer use of Ecommerce solutions
7. College Bookstore program allowing for 10% rebate on products sold to students through the college bookstore
8. Flexible pricing options based on customer spend and purchasing processes

* This plan is based on all tasks running simultaneously

TASK #	TASK NAME	TASK TYPE	RESPONSIBLE PARTY	EXPECTED COMPLETION DATE				COMMENTS
1	Account Assessment	Milestone						
1.1	Plan Presented	Task	Office Depot Team members	20-Oct-09				
1.2	Contract negotiated	Task	Customer and Office Depot Team members	1-Dec-09				
1.3	Contract signed	Task	Customer and Office Depot Team members	15-Jan-10				
1.4	Kickoff Meeting	Task	Customer and Office Depot Team members	1-Feb-10				
1.5	Parameters/Key Players Identified/Establish customer's long and short term goals	Task	Customer and Office Depot Team members	2-Jan-10				
2	Reporting Requirements	Milestone						
2.1	Determine exact reporting specifications	Task	Implementation Manager					
2.2	Set up report timeline requests with OD contractor	Task	Implementation Manager					
2.3	Provide Sample to TCPN and obtain approval.	Task	Implementation Manager					
3	Custom Website Link Development	Milestone						
3.1	OD Project Manager is assigned	Task	IT Manager					
3.2	Develop Custom Site requirements (i.e., State of New York page)	Task	Implementation Manager					
3.3	Initial IT Intra-company call	Task	Implementation Manager					
3.4	Preliminary call with Business Owner, Acct Mgr. & IT Consultant/Mgr.	Task	Implementation Manager					
3.5	Identify business & technical contacts from customer side	Task	Customer and Office Depot Team members					
3.6	Mutual Non Disclosure Agreement signed	Task	Customer and Office Depot Team members					
3.7	Exchange of Office Depot Technical Specifications required for external interface	Task	IT Project Manager					
3.8	Create the user id and password	Task	IT Project Manager					
3.9	Provide URL's as required	Task	IT Project Manager					
3.10	Load or activate customer specific content	Task	Elena Nolan					
3.11	Provide content-UN/SPS codes, UNUOM units of measure, product descriptions & image files	Task	IT Project Manager					
3.12	Key words & Sku's for buyer search	Task	IT Project Manager					
3.13	Notify EDI Team of TESTING - Copy of Form	Task	IT Project Manager					
3.14	Alpha Testing (Test environment)	Phase						
3.15	Test connectivity	Task	IT Project Manager					
3.16	Verify connection	Task	IT Project Manager					
3.17	Validate data format, accuracy & completeness	Task	IT Project Manager					
3.18	Supply feedback to customer	Task	IT Project Manager					
3.19	Programs are moved from test to production environment	Task	IT Project Manager					
3.20	Beta Testing (Production environment)	Phase						
3.21	Test connectivity	Task	IT Project Manager					
3.22	Verify connection	Task	IT Project Manager					
3.23	Validate data format, accuracy & completeness	Task	IT Project Manager					
3.24	Supply feedback to customer	Task	IT Project Manager					
3.25	Obtain Customer Approval	Task	IT Project Manager					
3.26	Communicate to all departments within OD	Task	Implementation Manager					
4	Communication Packet	Milestone						
4.1	Determine Green Book wrap timeline	Task	Marketing Manager / Customer					
4.2	Identify required literature	Task	Marketing Manager / Customer					
4.1	Share communication pieces with customer prior to go live for introduction of new program Office Depot	Task	Implementation Manager / Customer					
4.3	Communication Packet should be finalized with Customer approval	Task	Implementation Manager / Customer					
4.1	Determine Production and distribution method for roll-out package.	Task	Implementation Manager / Implementation Administrator					
4.4	Determination of quantity of packages required at each site	Task	Implementation Manager / Implementation Administrator					
4.1	Confirm e-mail addresses for distribution of Communication Packet	Task	Implementation Manager / Implementation Administrator					
4.5	Production and distribution of internal roll-out for Office Depot reps electronically	Task	Implementation Manager / Implementation Administrator					
4.1	Welcome Package complete	Complete	Implementation Manager / Implementation Administrator					

TASK #	TASK NAME	TASK TYPE	RESPONSIBLE PARTY	EXPECTED COMPLETION DATE				COMMENTS
5	Office Depot Customer Support Services	Milestone						

TASK #	TASK NAME	TASK TYPE	RESPONSIBLE PARTY	EXPECTED COMPLETION DATE				COMMENTS
5.1	Notification to Office Depot Customer Service Managers	Task	Implementation Manager					
5.2	Identify customer service needs to support contract measurements	Task	Implementation Manager					
5.3	Provide training materials to Customer Service Manager	Task	Implementation Administrator					
5.4	Office Depot Customer Service training	Task	Customer Service Manager					
5.5	Customer Service and Support training complete	Complete	Customer Service Manager					
6	Implementation Kickoff and Training	Milestone						
6.1	Determine method of training on site or web cast	Task	Implementation Manager/Territory Development Manager					
6.2	Establish date for kickoff and training	Task	Implementation Manager					



Welcome State of New York
To your Office Depot Information Website

Order Placement Links

Place an Order Now

I have an account, log-on and password. I would like to place an order. [Click Here](#)

Create A Login

I would like to use the Office Depot website to place orders and/or to look up pricing. I have an Office Depot account number but I NEED a log-in name and password. [Click Here](#)

Create an Account

I would like to set up a new account and be provided with a log-in and password. [Click Here](#)

Contract Information

Group # 23000-Misc. Office Supplies

Award # 21030-E*-EE-RA-RM

Contract # PC63827

Federal ID # 59-2663954

Contract Period : May 15, 2008 - May 14, 2013

Exclusions

Catalog - 2009 Office Depot Catalog – Item # 283-510

Excluded Pages - Pages 552-629, 638-640, 645-660, 668-707, 663 exclude items B-D, 664 exclude items H-O, 665 exclude items D-F

Agencies Note

Some products in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products available from preferred sources which meet your form, function and utility.

Preferred Source Products

Products that are the same as or are similar to products available from the preferred sources are identified in the last column of this price list. The letter 'B' represents Industries for the Blind of New York State; 'C' represents Correctional Services, Corcraft; 'D' represents New York State Industries for the Disabled; and 'M' represents the Office of Mental Health, Buy OMH. For ordering information, contact the appropriate preferred source.

Contract Items

Download Contract Items

I would like to download my Office Depot contract pricing. [Click Here](#)

Other Information

Office Depot Information

Want to learn more about Office Depot the company. [Click Here](#)

Environmental Strategy

Want to learn about Office Depot's award winning Environmental Strategy. [Click Here](#)

Contact Information

Questions should be directed via...

Phone: 800/269-3555, ext. 142

Email: <mailto:20nyscontract@officedepot.com>

20nyscontract@officedepot.com

Tab 7 - References

References Provide at least five current (5) government and five (5) large school districts customer references for product and/or services of similar scope dating within the past 3 years. Provide at least three (3) former government and three (3) former large school districts customer references for product and/or services of similar scope dating within the past 3 years. Provide the following information for each reference:

- Government/School District Name
 - Contact Name and title
 - City and State
 - Phone numbers
 - Years serviced
 - Number of facilities serviced and services or products provided by annual dollar volume.
- Vendor agrees that upon request by TCPN that it will promptly update contact information of references.

Response: Existing Customers

- 1) District Name: Brownsville Independent School District
Contact Name: Rosario Pena
Title: Purchasing Administrator
City, State: Brownsville, TX
Phone Number: (956) 548-8361
Years Serviced: 5+
Number of Facilities: 56
Annual Volume: \$1.4M - Office & School Supplies
- 2) District Name: Hurst-Euless-Bedford ISD
Contact Name: Fred Laux
Title: Director of Purchasing
City, State: Bedford, Texas
Phone Number: 817-399-2036
Years Serviced: 12 years
Number of Facilities: 80 locations
Annual Volume: \$800K – Office Supplies
- 3) District Name: Rockwall ISD
Contact Name: Debra MacDonald
Title: Director of Purchasing
City, State: Rockwall, TX
Phone Number: 972-771-0605 x 7022
Years Serviced: 13 years
Number of Facilities: 19
Annual Volume: \$250K+- Office Supplies

Office DEPOT®

Taking Care of Business

Business Solutions Division

- 4) District Name: Channelview ISD
Contact Name: Jennifer Carnathan
Title: Purchasing Manager
City, State: Channelview, TX
Phone Number: (281) 452-8003
Years Serviced: 7
Number of Facilities: 12
Annual Volume: \$200K+, Office Supplies
- 5) District Name: Lamar Consolidated ISD
Contact Name: Audrey Fox
Title: Purchasing Manager
City, State: Rosenberg, TX
Phone Number: (832) 223-0165
Years Serviced: 10
Number of Facilities: 35
Annual Volume: \$525K, Office Supplies
- 6) District Name: Region IV Education Service Center
Contact Name: Debra Bushnell
Title: Technical Specialist, CTSBO
City, State: Houston, TX
Phone Number: (713) 744-6549
Years Serviced: 5
Number of Facilities: 70 Departments
Annual Volume: \$250K, Office Supplies
- 7) District Name: Phoenix Union High School District
Contact Name: Lila McCleery
Title: Contract Management Specialist
City, State: Phoenix, AZ
Phone Number: (602) 764-1402
Years Serviced: 14
Number of Facilities: 22
Annual Volume: \$350K, Office Supplies and School Supplies

Office Depot does not currently have governmental references currently using the TCPN agreement. Therefore, we provided 7 rather than 5 references.

FORMER CUSTOMERS:

State of Georgia
State of Wisconsin
City of Mesa - Arizona
Hazelwood School District - Missouri
Stevens Point Area School District - Wisconsin – State Contract
West Aurora School District – Illinois – New Bid



Taking Care of Business

Unfortunately, the former accounts listed above are unwilling to be used as a reference for this RFP response. However, their Purchasing Departments are public information and should respond to requests for information from TCPN.

Business Solutions Division

Vendor Certifications

Vendor certifications will include applicable M/WBE, HUB, and manufacturer certifications for sales and service. Please include any M/WBE certifications for subcontractors and the percentage spend estimates with those firms.

Office Depot's Supply Chain Diversity Program



Equal Purchasing Opportunities for a Superior Level of Service

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 Supply Chain Diversity Program helps to create a BRIDGE to assist Historically Underutilized Businesses (HUBs) in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

Office Depot is proud to offer the most comprehensive Supply Chain Diversity model of its kind, in order to give HUBs the best opportunities to grow and prosper. We actively seek out promising HUBs (Historically Underutilized Businesses, 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 program is made up of three dimensions: Vendor Diversity, Supplier Diversity, and Tier One.

The three dimensions of our Supply Chain Diversity Model have set the following standards to help us to measure and maintain the success of this process:

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





Taking Care of Business

Office Depot's 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 5 key strategies:

- Seeking out HUBs through vendor fairs and tradeshow.
- Offering HUBs an equal opportunity in the vendor selection process.
- Forming partnerships with diverse businesses and HUB member organizations including the NMSDC (National Minority Supplier Development Council), WBENC (Women's Business Enterprise National Council), the SBA (Small Business Administration), and MBDA (Minority Business Development Agency).
- Marketing HUBs to provide them with national exposure through Office Depot's national catalogs, www.officedepot.com, and various diversity magazines that focus on the business of diversity.
- Empowering HUBs 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 has:

- **Increased sales of HUB (Tier 2) products from \$290 million in 1999 to over \$479 million in 2008. This is approximately 4% of total spend from Tier 2 products.**
- **Achieved sales of Tier 1 partners of \$85 million in 2008.**

Office Depot Vendor Development Team:

- **Robert McCormes-Ballou**, Director, Vendor Development
- **Shari Francis**, Manager, Vendor Development
- **Anne Marie Richards**, Assistant Merchant

Below are our current catalog offerings for MWDVE vendors

MWDVE Company	Products Carried In Current Catalog
Advantus Corp	Message board accessories and panel clips
Alliance Rubber Company	Alliance Advantage and Brites rubber products
APD - American Product Distributors	High quality, remanufactured toner cartridges
Baumgarten's	Hand held pencil sharpeners, wall panel clips, identification accessories
BTE	Redi-Tags, Medi-Tags, Index Flags, Medi-Labels, and Laser and Inkjet Printer Products
Corporate Distribution Service	CDS candies
FibroSource	Writing instruments
Image Projection West	OEM Toners
Jeva Technologies	Cellular phone carrying cases and travel chargers
LanguageSpeak	Language-related services
Kleenslate Concepts	Attachable Eraser for dry-erase markers

Office DEPOT®

Taking Care of Business

Kelly Computer Supply	Custom wrist rests, copyholders and adjustable footrests
Master Caster	Replacement furniture casters
Neutral Posture	Ergonomic Seating
Officemate International	Binder clips, paper clips, staples, clipboards, plastic desktop accessories
QPL	Canned air
Smead	Filing products

Supplier Diversity

Office Depot's Supplier Diversity Team works to provide opportunities for qualified, competitive small businesses, and Women/Minority-Owned Businesses.

The Office Depot Supplier Diversity Team was officially created in 2002, but has already achieved so much. For example:

- In 2002, Office Depot identified a team specifically responsible for implementing Supplier Diversity throughout the company.
- In 2003, Office Depot identified hundreds of current suppliers that have the ability to pursue HUB Certification.
- In 2003, Office Depot's Internal Procurement Officers worked with the Florida Regional Minority Business Council to create a comprehensive janitorial outsourcing program.
- In 2004, Office Depot's Supply Chain Diversity program received the Local Corporation of the Year award from the Florida Regional Minority Business Council.
- In 2005, Supplier Diversity increased its spend with M/WBE close to 25 million.
- In 2006, Office Depot was requested to serve on the Host Committee for the 2007 NMSDC Conference, to be held in Miami.
 - Best Companies for Supplier Diversity for 2007 by Hispanic Network Magazine
- 2007 Supplier Diversity Corporate Advocate of the Year Award - Bank of America
 - Ranked in Top 50 of America's Corporations for Women and Minority Business Enterprises by DiversityBusiness.com from 2000 to 2007
 - Best Companies for Workforce Diversity for 2007 by Hispanic Network Magazine
 - Best Retailers & Manufacturers by Hispanic Network Magazine (2007)

Office Depot Supplier Diversity Team:

- **Pat Lavelle** - Director Procurement Tools, Standards and Reporting
- **Cynthia Walker** - Supplier Diversity Compliance Reporting



The goal of Office Depot's Tier One Program is to develop a nationally-scoped network of viable, independently-owned HUBs.

Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share position
- 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

Tier One Partner Benefits

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

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier One 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 One partners with:

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

Tier One Customer Benefits

Our Tier One program will strengthen Office Depot's competitive position by providing customers with a legitimate and viable solution to their supplier diversity needs. Tier One customers benefit from:

- Broader Product Assortment
- Easier Order Entry Options
- Enhanced Distribution Capabilities
- Enhanced Customer Service
- MWDVE Purchasing Credit

Please see our Vendor Certifications to follow in this section.



Certificate

This certificate acknowledges that

AMERICAN PRODUCT DISTRIBUTORS, INC.

qualifies as a minority-owned and operated company which has met the registration criteria established by the National Minority Supplier Development Council and adopted by the Board of Directors of the St. Louis Minority Business Council.

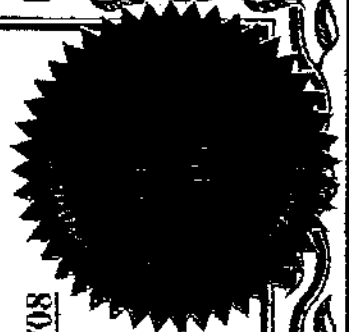
Certification No: 711342-R NAICS Code (s): 424110, 424120, 423420, 423450, 424130

Date of Issuance: 12/14/2007

Expiration Date: 12/31/08

308 N. 21st Street, Suite 700
St. Louis, Missouri 63103


President





The Minority Supplier Development Council

of

PA - NJ - DE

ACKNOWLEDGES THAT

Fibro Source USA, Inc.

HAS MET THE REQUIREMENTS FOR CERTIFICATION AS A BONA FIDE MINORITY BUSINESS ENTERPRISE AS DEFINED BY THE NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL (NMSDC) AND AS ADOPTED BY THE MINORITY SUPPLIER DEVELOPMENT COUNCIL OF PA-NJ-DE

NAICS Code(s): 422;42149;32212

Expiration Date: 10/31/2009

Certification No. DE0917


DARLENE L. JENKINS, PRESIDENT/CEO



An Affiliate of the National Minority Supplier Development Council



Women's Business Enterprise National Council

in partnership with
Center for Women & Enterprise
certifies that the criteria for certification as a



Women's Business Enterprise
(WBE)
has been met by

Addendia, Inc.



Expiration Date: 04/19/2010
Certificate Number: 248743
SIC Code(s):
NAICS Codes: 326199

Susan Rittscher

Authorized by Susan Rittscher, CEO, CWE

Women's
Business Enterprise
Council

Women's Business Enterprise National Council
in partnership with
Women's Business Development Center - Chicago
certifies that the criteria for certification as a

WOMEN PRESIDENTS'
Educational Organization
PROVIDING WBECE CERTIFICATION



WOMEN'S BUSINESS ENTERPRISE

WBEC
SOUTH

Center for Women & Enterprise

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

Women's Business Enterprise
(WBE)
has been met by

B&L Distributors, Inc.

WBEC
Women's Business Enterprise Council
P.O. Box 1000

WBEA

ORV-WBC
Orange Valley Women's Business Council

WBEC
great voices
an initiative of CEED

Women's
Business Development
Center

Expiration Date: 02/13/2010
Certificate Number: 2005112224
SIC Code(s): 5099
NAICS Codes:

Women's Business Enterprise
National Council
WBENC

Authorized by S. Carol Dougal, Co-President

Authorized by Hedy M. Ratner, Co-President,
Women's Business Development Center - Chicago

WOMEN'S BUSINESS
DEVELOPMENT
CENTER
A Division of WBENC



Women's Business Enterprise National Council
in partnership with
Astra Women's Business Alliance
certifies that the criteria for certification as a



Women's Business Enterprise
(WBE)
has been met by



Kleenslate Concepts, LLC



Expiration Date: 04/30/2010
Certificate Number: 236584
SIC Code(s): 3953
NAICS Codes: 339943

Diane McClelland

Authorized by Diane McClelland, President,
Astra Women's Business Alliance



Women's Business Enterprise National Council
in partnership with
Ohio River Valley – Women's Business Council
certifies that the criteria for certification as a



Women's Business Enterprise
(WBE)
has been met by

MASTER MANUFACTURING COMPANY INC



Expiration Date: 07/31/2009
Certificate Number: 244162
SIC Code(s): 1731
NAICS Codes: 339999

Rea N. Walden, Ph.D.

Authorized by Rea N. Walden, Ph.D., Executive Director,
Ohio River Valley – Women's Business Council





Women's Business Enterprise National Council

in partnership with

Women's Business Enterprise Alliance

certifies that the criteria for certification as a



(WBE)
has been met by



NEUTRAL POSTURE, INC.



Expiration Date: 11/30/2009
Certificate Number: 231118
SIC Code(s): 2522
NAICS Codes: 337214

Authorized by Susan Repka, Executive Director,
Women's Business Enterprise Alliance





Women's Business Enterprise National Council
in partnership with
Women's Business Enterprise Alliance
certifies that the criteria for certification as a



NEUTRAL POSTURE, INC.



Expiration Date: 11/30/2009
Certificate Number: 231118
SIC Code(s): 2522
NAICS Codes: 337214

Authorized by Susan Repka, Executive Director,
Women's Business Enterprise Alliance

THE COUNCIL™

New York & New Jersey Minority Supplier
Development Council, Inc.

NY and NJ Minority Supplier Development Council

THIS CERTIFIES THAT

Officemate International Corporation

Has met the requirements for certification as a bona-fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the NY and NJ Minority Supplier Development Council

**NAICS Code(s): 42212 : 45321

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

NY0663

03/16/2009

Issued Date

03/31/2010

Expiration Date

Certificate Number

President, NYNJMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

This Certificate Hereby Acknowledges

Officemate International Corporation

has met all requirements as set forth by the National Minority Supplier Development Council & Adopted by the

Florida Minority Supplier Development Council, Inc.

for recognition as a

Certified

MINORITY BUSINESS ENTERPRISE

for the period of **April 13, 2009** through **March 31, 2010**

NAICS Code(s) **42212, 45321**



215940



ISO 9001: 2000 Certified
QSF 7.1-34 Effective 5/3/05 Rev. 0

IN WITNESS WHEREOF,
the undersigned officer hereby sets their hand and seal:

This **13th** day of **April, 2009**

Mallikalli

Executive Director to President

Chicago Minority Business Development Council, Inc.

Certificate of Certification

This certificate acknowledges that

OFFICEMATE INTERNATIONAL CORPORATION

has met the stringent certification requirements for a minority owned and controlled business as defined by the National Minority Supplier Development Council certification guidelines.

Certification No.

CH1669

NAICS Code(s)

42212, 45321

Product(s) Service(s)

MANUFACTURER & DISTRIBUTOR OF OFFICE SUPPLIES

Date of Certification

3/31/2009

Expiration Date

3/31/2010

President

Julia E. Bell

"Building Business Wealth through Supplier Diversity"



Houston Minority Business Council



THIS CERTIFIES THAT

Officemate International Corp.

Has been granted **RECIPROCAL SERVICES** status as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®), and ***certified** by the:

***NY and NJ Minority Supplier Development Council**

****NAICS Code(s): 453210**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

03/27/2009

HS081468NY

Issued Date

03/31/2010

Expiration Date

Certificate Number - Reciprocal Services Only

Richard A. Huebner
Richard A. Huebner, President, HMBC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

D/FW MBC

Dallas / Fort Worth Minority Business Council, Inc.

MINORITY BUSINESS ENTERPRISE CERTIFICATION

This certificate acknowledges that

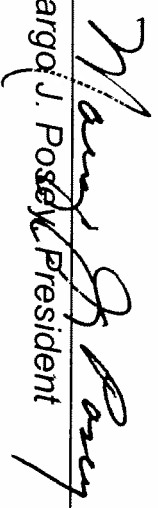
Offcemate International Corp.

Is extended reciprocal certification as a minority owned and controlled business which has met the certification Criteria established by the National Minority Supplier Development Council, Inc. The original certifying agency, New York/New Jersey Minority Purchasing Council approves this certification.

Commodity Description: Manufacturer and Importer of Office Supplies

NAICS Codes: 422120 5112

Expiration Date / Certification #: 3/31/2010 / APF 2541


Marga J. Posey President



DFW MINORITY BUSINESS COUNCIL
CONNECTING. GROWING. SUSTAINING.

Maryland/District of Columbia Minority Supplier
Development Council, Inc.



THIS CERTIFIES THAT

Officemate International Corporation

Has been granted **RECIPROCAL SERVICES** status as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®), and **certified* by the:

***NY and NJ Minority Supplier Development Council**

**NAICS Code(s): 45321 ; 42212

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/04/2009

MD0740NY

Issued Date

03/31/2009

Expiration Date

Certificate Number - Reciprocal Services Only

Kenneth Clark, President, MDDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

Virginia Minority Supplier Development Council



THIS CERTIFIES THAT

Officemate International Corp

Has been granted **RECIPROCAL SERVICES** status as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. ® (NMSDC®), and *certified by the:

*NY and NJ Minority Supplier Development Council

**NAICS Code(s): 45321 ; 42212

**Description of their products/services as defined by the North American Industry Classification System (NAICS)

03/30/2009

VA1944NY

Issued Date

Certificate Number - Reciprocal Services Only

03/31/2010

Expiration Date

Tracey G. Jeter, APR, President, VMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc. ® (NMSDC®)



**SOUTHERN CALIFORNIA
MINORITY BUSINESS DEVELOPMENT COUNCIL, INC.
CERTIFICATION**

This certificate acknowledges that

Officmate International Corp.

qualifies as a minority owned and managed company which has met the certification criteria established by the National Minority Supplier Development Council and approved by the Southern California Minority Business Development Council, Inc. Board of Directors.

NAICS Code(s): 42212, 45321

March 1, 2009

3232

Issued Date

Certificate Number

March 1, 2010

Expiration Date



Joe W. Murray
Executive Director Signature

An affiliate of National Minority Supplier Development Council (NMSDC)



Midwest Minority Supplier Development Council, Inc.

This certificate declares that

Officemate International Corporation

has met the requirements for certification as a bona fide minority business enterprise as defined by the National Minority Supplier Development Council (NMSDC) and as adopted by its affiliate the Midwest Minority Supplier Development Council (MMSDC). (Officemate International Corporation), is certified to provide the following product(s) or service(s):

Manufacturer And Importer Of Office Supplies

Certified since: 2008

NAICS Code: 42212;45321

Expiration Date
03/31/10
Certificate Number
2008-03-10



A handwritten signature in black ink, appearing to read "Sharon Garth".

Sharon Garth, Interim President



Women's Business Enterprise National Council
in partnership with
Women's Business Development Center - Chicago
certifies that the criteria for certification as a



Women's Business Enterprise
(WBE)
has been met by

POINTE INTERNATIONAL



Expiration Date: 01/31/2010
Certificate Number: 236527
SIC Code(s): 3951, 5112
NAICS Codes: 424120, 541890

Authorized by S. Carol Dougal, Co-President

Authorized by Hedy M. Ratner, Co-President,
Women's Business Development Center - Chicago



MINORITY BUSINESS ENTERPRISE CERTIFICATION

This certificate acknowledges that

QPL Inc.

*has met the requirements for certification as a bona fide minority business enterprise as defined by the **National Minority Supplier Development Council (NMSDC)** and as adopted by the **Louisiana Minority Business Council (LMBC)**.*

NAICS Code(s): 325612; 325992; 326111

Certificate Number: 1108-02

Expiration Date: 12/31/2009



A regional affiliate of the National Minority Supplier Development Council



Phala K. Mire, President, LAMBC



Women's Business Enterprise National Council

in partnership with

Women's Business Council Southwest

certifies that the criteria for certification as a



Women's Business Enterprise
(WBE)
has been met by

STRIDE INC



Expiration Date: 07/31/2009
Certificate Number: 242101
SIC Code(s): 5112, 3993, 3951
NAICS Codes: 339941

Debbie Hurst

Authorized by Debbie Hurst, President, WBC Southwest



South Regions Minority Business Council, Inc.

RECERTIFICATION

This certificate acknowledges that

South Coast Paper, LLC

*qualifies as a minority owned , managed , and controlled company
which has met the certification criteria established by the
National Minority Supplier Development Council
and approved by the South Regions Minority Business Council's
Certification Committee and Board of Directors*

Product (s)/Service (s): Independently owned Manufacturer that converts coated, uncoated photographic and board grades into superior paper products for office or home use. SCP also sells and produces private label, nationally branded and specialty paper products.

NAIC CODE(S): 322121

Date of Issuance: January 31, 2009

Expiration Date: January 31, 2010

Scott A. Vowels, President, SRMBC

Certificate Number: 0112838

An Affiliate of the National Minority Supplier Development Council, Inc.



ARKANSAS-MISSISSIPPI MINORITY SUPPLIER DEVELOPMENT COUNCIL, INC.



CERTIFICATION

This is to Certify that

Lepage's 2000 Inc.

*Qualifies as a Minority Owned and Managed Company
which has met the certification criteria established by
The National Minority Supplier Development Council*

and adopted by

The Arkansas-Mississippi Minority Supplier Development Council.

CERTIFICATION NO.: 09-L210909

CHAIRMAN

Wendy Roney

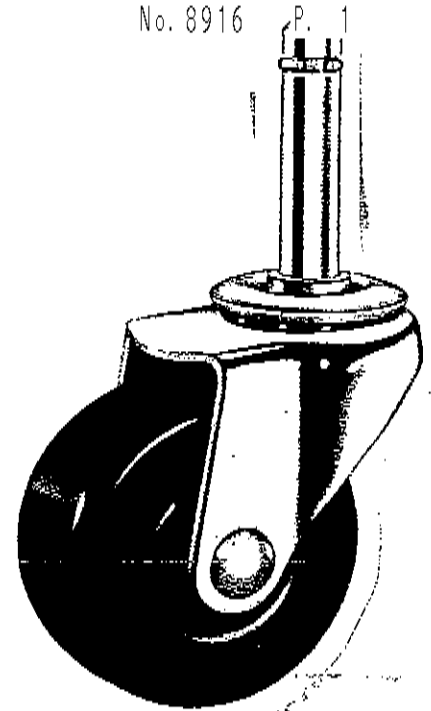
EXPIRATION DATE: September 9, 2010

PRESIDENT

Gen. Holley



**MASTER CASTER
COMPANY**
FAX# 1-216-641-0537
9200 Inman Avenue
Cleveland, Ohio 44105
800-323-5513
216-641-0500



from our FAX to yours...

DATE:

10/2/09

DELIVER TO:

Anne Marie Richards

COMPANY:

Office Depot

FAX # 561-438-1010

FROM:

Judith Haist

NUMBER OF PAGES TO FOLLOW:

1

MESSAGE:

HUB CERTIFICATE

Letter From HUBZone

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Date: 07/03/2008

Judie Haist - Wbe coordinator
MASTER MFG CO, INC.
9200 INMAN AVE.
Cleveland, OH - 44105-2110

Dear Judie Haist:

I am pleased to advise you as a result of a recent program recertification, your concern's status as a "qualified HUBZone small business concern (SBC)" will continue. Your concern continues to be eligible to receive HUBZone contracting opportunities, and continues to be included in the listing of qualified HUBZone small business concerns found on the Internet at <http://www.sba.gov/hubzone>.

This HUBZone Certification will remain in effect at least until the results of the 2010 census are publicly released, around mid-2011. This is provided that your concern remains in compliance with the program's other continuing eligibility requirements.

When you originally applied for HUBZone Program certification, your concern had to be registered in the Central Contractor Registration/Procurement Marketing and Access Network (CCR/SBA Registration) systems. For your concern to receive benefit from the HUBZone Program, that is, to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts, it is essential that you update your CCR/SBA Registration Information records at least annually, and more frequently if there have been material changes in your concern. If you need assistance in updating your CCR/SBA Registration Information records, please contact the CCR Assistance Center for US at 888-227-2423 and for outside US at 1-616-961-4725

Although your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's Small Dynamic Business Profile (SDBS) and the Central Contractor Registry (CCR) Profiles, this does not prevent your concern from being awarded contracts under other NAICS Codes, as long as the concern is qualified to and eligible as a small business. In this regard, please note that you are responsible for researching and identifying potential contracts that may be available through the HUBZone Program. However, the SBA can assist you in this effort through our Government Contracting web-site at www.sba.gov/GC. This site provides a wide array of valuable Federal contract marketing material, including identification of specific contracting opportunities and points of contact at SBA and Federal acquisition agencies. I encourage you to make full use of the very valuable information on this web-site. Also, although your status as a certified HUBZone concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be the key to your success in this program.

In addition to welcoming you to the HUBZone Program, I would also like to supply you with this helpful link to a useful contracting tool. It is the U.S. Small Business Administration's e-learning course Steps to Accessing Contracts & Subcontracts. The purpose of this course is to provide 7(i) eligible business owners and this is a group that includes HUBZone certified small business concerns—with the keys to success for developing strategies to expand their markets to the Federal contracting sector. Through this course you will learn about:

1. Extensive business opportunities that exist with the Federal Government
2. Strategies for selecting specific products or services to market to the Federal Government and how to find potential government customers
3. How the Federal Government procures products and services, and strategies for winning contracts
4. Managing a contract once it is awarded and building a solid performance record for your company

Mariana A. Pardo

Mariana A. Pardo
Acting Director
Office of HUBZone Program

HUBZone Certification Number:
18004
SBA Customer ID: P0100562

RECERTIFICATION: RCF-8c

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416



September 22, 2009

Dear Office Depot Environmental Stakeholder,

Welcome to the inaugural issue of Office Depot's Environmental Update.

This is our latest effort to increase transparency with customers and stakeholders such as you. It will help you learn the newest developments in Office Depot's environmental strategy, and how they may affect you.

We hope it becomes a letter you look forward to receiving for the insights it contains and answers it provides - including answers you may be seeking for your own organizations' environmental programs. We'll be sending these no more than four times a year, and you can opt out any time.

First, I'd like to introduce myself and summarize my role. My name is Yalmaz Siddiqui and I lead Office Depot's global environmental strategy. I hold a Masters in Environment & Development from the University of Cambridge and a Bachelor of Commerce from McGill. Most of my prior experience was as a management consultant: first with PwC, then with IBM Consulting. At Office Depot I am ultimately accountable for ensuring we fulfill our vision "to increasingly buy green, be green and sell green." Our approach is to use a small green team to initiate, facilitate and communicate programs that are implemented by core Office Depot functions.



Key Environmental Updates

Corporate Citizenship Report 2009 Released: In September 2009 we released our latest Corporate Citizenship [report](#). Within it you'll find highlights of our environmental programs in 2008 and an Environmental Dashboard of key environmental performance indicators.

Office Depot Recognized for Paper Leadership in 3rd Annual Green Grades Report Card: We are proud to announce that a recent [report by ForestEthics and Dogwood Alliance](#) recognized Office Depot as an industry leader in terms of environmentally preferable paper practices. We were recognized in the following way "Office Depot does the best job of tracking its forest sources, has the most detailed paper policy, has been the most systematic about avoiding paper from Indonesian Endangered Forest logger Asia Pulp & Paper, and does the best job of tracking its use of post consumer recycled paper."

A Shades of Green Product System: One of the seemingly simple, but complex questions we consistently are asked by our customers is "what is a green product?" There's been a lot of discussion on this topic recently, including a [WSJ article](#) and Office Depot's own CEO suggesting a [US Green Products Council](#). In the absence of a national or global standard today, we are developing a Shades of Green Product System using attributes as indicators of "green-ness." This system is being developed with input from Office Depot's global green team as well as some of our most advanced green customers in the U.S., including purchasing and environmental teams at the Cities of Seattle and Portland.

Our Shades of Green Product System strives for "imperfect simplicity" rather than "imperfect complexity" as you see from our approach to the recycled attribute. We are creating similar tiers for a number of other product attributes, such as energy efficiency and reduced harsh chemicals, and over time plan to depict these attributes on our websites as we already do in our Green Book catalog.

Attribute	Icon	Definition	Customer Benefit	Light Green	Bright Green	Dark Green
Recycled		Contains post-consumer and/or post-industrial recycled content	Helps you implement recycled-content focused purchasing policies, diverting materials from landfills and reducing pressure on resources	10% - 29% Post Consumer Recycled (PCR)	30% - 89% Post Consumer Recycled (PCR)	90% - 100% Post Consumer Recycled (PCR)

Click on the image above to enlarge

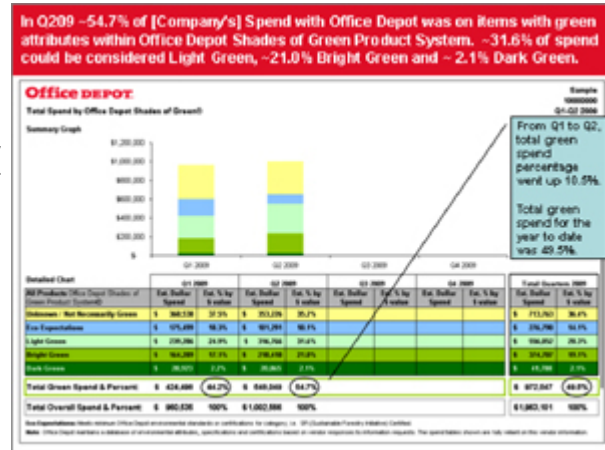
Green Business Review (GBR): As part our strategy to "sell green," we want to help customers understand the environmental aspects of their purchases. We've piloted this GBR successfully with a few customers, and are ready to roll it out to more large accounts. The GBR uses our Shades of Green Product System to categorize and visually depict green spend. Its goal is to help customers move their spend up the shades of green.

Click on the image to the right to enlarge

To learn more about Office Depot's green programs, please visit www.officedepot.com/environment. Thanks for your interest in Office Depot.

Sincerely,

Yalmaz Siddiqui
Director, Environmental Strategy, Office Depot





▶ WHY OFFICE DEPOT?

FOR ORGANIZATIONS PURSUING ENVIRONMENTAL LEADERSHIP

► ORGANIZATIONS THAT WANT TO BE ENVIRONMENTAL LEADERS
SEEK SUPPLIERS WHO SHARE THEIR VALUES & GOALS

SUPPLIER

- HAS ENVIRONMENTAL STRATEGY & TRACKS PERFORMANCE
- LEADS SECTOR MORE THAN FOLLOWS COMPETITORS
- UNDERSTANDS CUSTOMER'S ENVIRONMENTAL NEEDS
- PROACTIVELY CREATES ENVIRONMENTAL SOLUTIONS THAT DELIVER VALUE TO CUSTOMERS

CUSTOMER

- HAS ENVIRONMENTAL STRATEGY & TRACKS PERFORMANCE
- WANTS TO STAND OUT AMONG PEERS FOR LEADERSHIP
- RESPONSIVE TO STAKEHOLDERS WITH WIDE ENVIRONMENTAL EXPECTATIONS
- PROACTIVELY SEEKS ENVIRONMENTAL SOLUTIONS FROM SUPPLIERS - TO MEET STAKEHOLDER GOALS

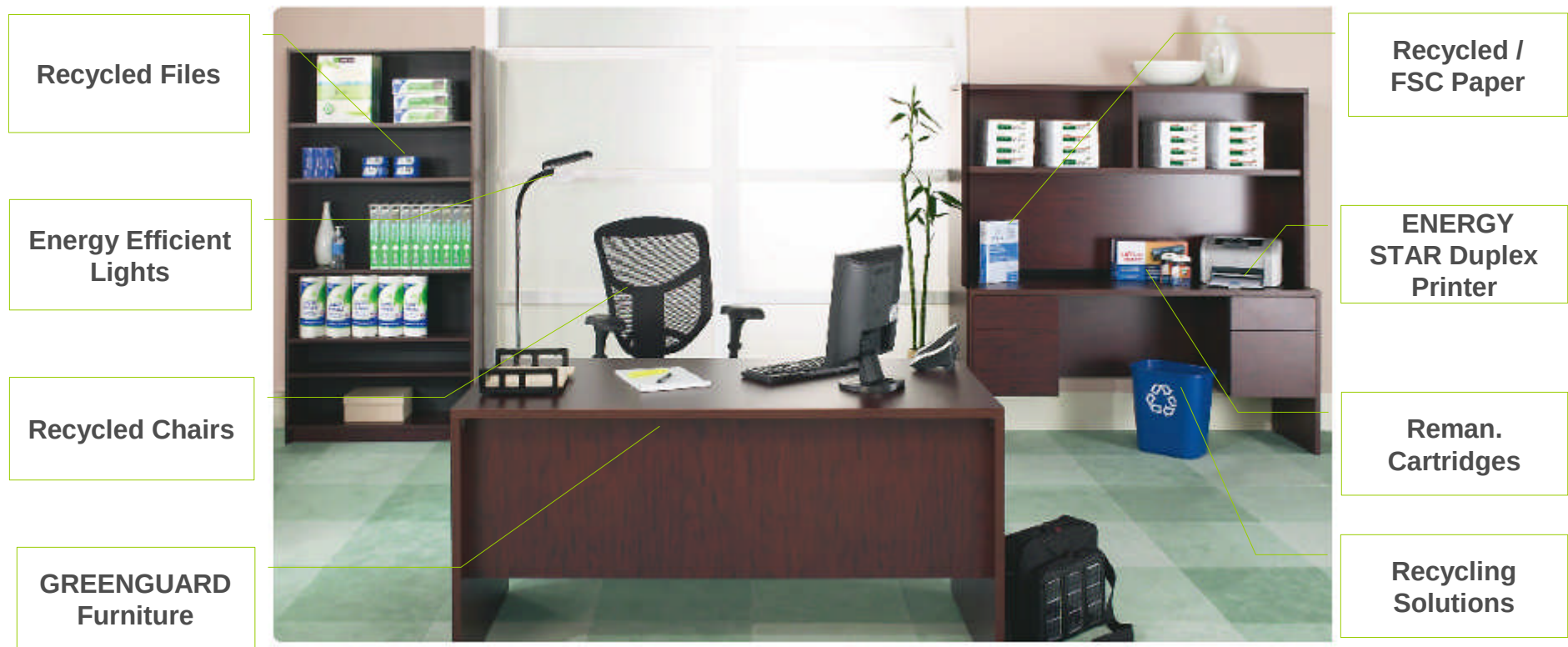
**CUSTOMER'S
STAKEHOLDERS**

Light Green
Customers/
Employees/
Stakeholders

Green
Customers/
Employees/
Stakeholders

Dark Green
Customers/
Employees
Stakeholders

▶ **PERHAPS THE SIMPLEST PLACE FOR AN ENVIRONMENTAL LEADER TO START IS IN THE OFFICE: YOUR GREENER OFFICE**



OFFICE DEPOT HAS EVERYTHING YOU NEED FOR YOUR GREENER OFFICE

Office DEPOT.

▶ WHY OFFICE DEPOT?

WE ARE ENVIRONMENTAL LEADERS OURSELVES

► SINCE 2002, OFFICE DEPOT HAS IMPLEMENTED AN INDUSTRY-LEADING STRATEGY TO HELP REDUCE SUPPLIERS/ OUR OWN/ AND CUSTOMERS ENVIRONMENTAL FOOTPRINT, COST-EFFECTIVELY

Why Green [Set Foundation]	Buy Green	Be Green	Sell Green	Tell Green [Engage Stakeholders]
Establish Green Policies & Goals	Source green office products for resale <i>Merchandising</i>	Reduce waste & recycle materials <i>Construction, Facilities & Supply Chain</i>	Deliver innovative green solutions - contract customers <i>BSD Sales & Marketing</i>	Engage External Stakeholders in Environmental Programs
Define Accountability for Policy Implementation	Buy paper from certified “well managed” forests <i>Paper-Merchants Print Production</i>	Reduce energy and greenhouse gases – facilities <i>Construction, Facilities, IT & Supply Chain</i>	Deliver innovative green solutions - web customers <i>BSD Ecommerce [Online Marketing]</i>	Engage & Train Associates in Environmental Programs
Implement Environmental Management Systems	Buy green office products for internal use <i>Procurement & Office Admins</i>	Reduce fuel and greenhouse gases from delivery <i>Transportation</i>	Deliver innovative green solutions - retail customers <i>Retail Marketing [Store Operations]</i>	Annually Report on Environmental Programs

OUR COMMITMENT TO INCREASINGLY BUY GREEN, BE GREEN & SELL GREEN

► SINCE 2005, WE HAVE NOT ONLY IMPLEMENTED LEADING GREEN PROGRAMS, BUT HAVE ALSO TRACKED PERFORMANCE USING AN ENVIRONMENTAL DASHBOARD [REVIEWED INDEPENDENTLY BY PwC]

Objective	Initiative	Functional Owners	#	Environmental Key Performance Indicator (eKPI): Summary Data	GRI	North American Summary Data			
						2005	2006	2007	Change
Increasingly Buy Green	Source greener office products for resale	Merchandising	1.0	Estimated number of active products with identified green attributes	EN26	2,300	4,000	5,200	30%
	Buy marketing papers from certified "responsibly managed forests"	Print Production & BSD Marketing	2.0	Percent of marketing papers from certified "responsibly managed forests"	EN14	30%	54%	66%	NA ⁸
	Buy greener office products for internal use	Internal Procurement, Exec. Assistants	3.0	Green spend percentage, Global Headquarters	EN26	N/A	46%	38%	-17%
Increasingly Be Green	Reduce waste and recycle materials	Supply Chain, Facilities & Store Operations	4.0	Percent of materials recycled vs. landfilled	EN22	41%	37%	49%	33%
	Reduce energy and greenhouse gases from facilities	Construction, Facilities, IT & Supply Chain	5.0	CO ₂ emissions associated with facilities, Est. metric tons (Scope 1 & 2) Does not count offsets purchased	EN16 EN18	407,300	366,000	378,000	3.3%
	Reduce fuel and greenhouse gases from delivery of goods	Logistics & Transportation	6.0	CO ₂ emissions associated with customer & store delivery, Est. metric tons (Scope 1 & 3)	EN16 EN17 EN18 EN29	156,400	138,000	124,700	-9.6%
Increasingly Sell Green	Deliver innovative green solutions for contract customers	BSD Marketing & Sales	7.0	Estimated total sales of products with green attributes (analysis limited to products in 2007 The Green Book®)	EN26	1.05 Billion	1.34 Billion	1.33 Billion	-1%
	Deliver innovative green solutions for direct customers	Direct Marketing							
	Deliver innovative green solutions for retail customers	Retail Marketing & Merchandising							
	Increase average post-consumer recycled content of paper products sold	Supplies Merchants	8.0	Average Post-Consumer Recycled Content of folders, boxes, and personal care products sold	EN2	NA	NA	27%	N/A
	Increase average post-consumer recycled content of cut sheet paper sold & printed	Paper Merchants	9.0	Average PCR content of cut sheet paper sold & printed	EN2	NA	10.4%	10.7%	3%
	Increase sales of cut sheet paper from certified responsibly managed forests"	Paper Merchants	10.0	Percent by weight cut sheet paper sold from certified "responsible managed forests"	EN14	NA	NA	95.0%	N/A

Note: PwC reviewed all bolded data in this dashboard. For footnotes and Sub-Indicators, see www.officedepot.com/corporatecitizenship, pages 52 and 53. GRI guidelines were referenced.

► WE ARE RECOGNIZED FOR “OUTSTANDING ENVIRONMENTAL LEADERSHIP” GLOBALLY BY OFFICE PRODUCTS INTERNATIONAL, THE PRIMARY OFFICE PRODUCTS MEDIA FIRM & MAGAZINE



Office Depot Wins 'Outstanding Environmental Leadership Award' from Office Products International

Thu Mar 12, 2009 3:09pm EDT

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Office Depot Honored by World's Leading Office Products Industry Media Firm with Inaugural Award

BOCA RATON, Fla.--(Business Wire)--

Office Depot (NYSE:ODP), a leading global provider of office products and services, was recognized with an award for its "Outstanding Environmental Leadership" by Office Products International (OPI) at the eighth annual European Office Products Awards banquet held in Frankfurt, Germany. Office Depot was given this special industry recognition for the Company's long-standing commitment to the environment, proven global track record and successful implementation of an industry-leading environmental strategy. A panel of senior industry executives from all channels of the European office supplies industry formed the awards judging panel.

"Office Depot has invested time, money, blood, sweat and tears into an (environmental) program that, not only makes it best in class, but arguably deserves wider recognition for being one of the world's finest programs."

Stephen White, Editor of
Office Products International
The Primary Magazine of the
Office Products Industry

▶ WE HAVE WON COUNTLESS AWARDS FOR OUR ENVIRONMENTAL LEADERSHIP, REFLECTING ACTIONS IN ALL AREAS OF BUSINESS



North America:
Outstanding
Retailer Award 2005

Smartway Award of
Excellence 2008

THE GREEN
ORGANISATION

International Green Apple
Awards 06, 07, 08:

Gold Award in Retail
/Wholesale for Global
Environmental Best Practices

COMPUTERWORLD'S TOP
GREEN IT
ORGANIZATIONS

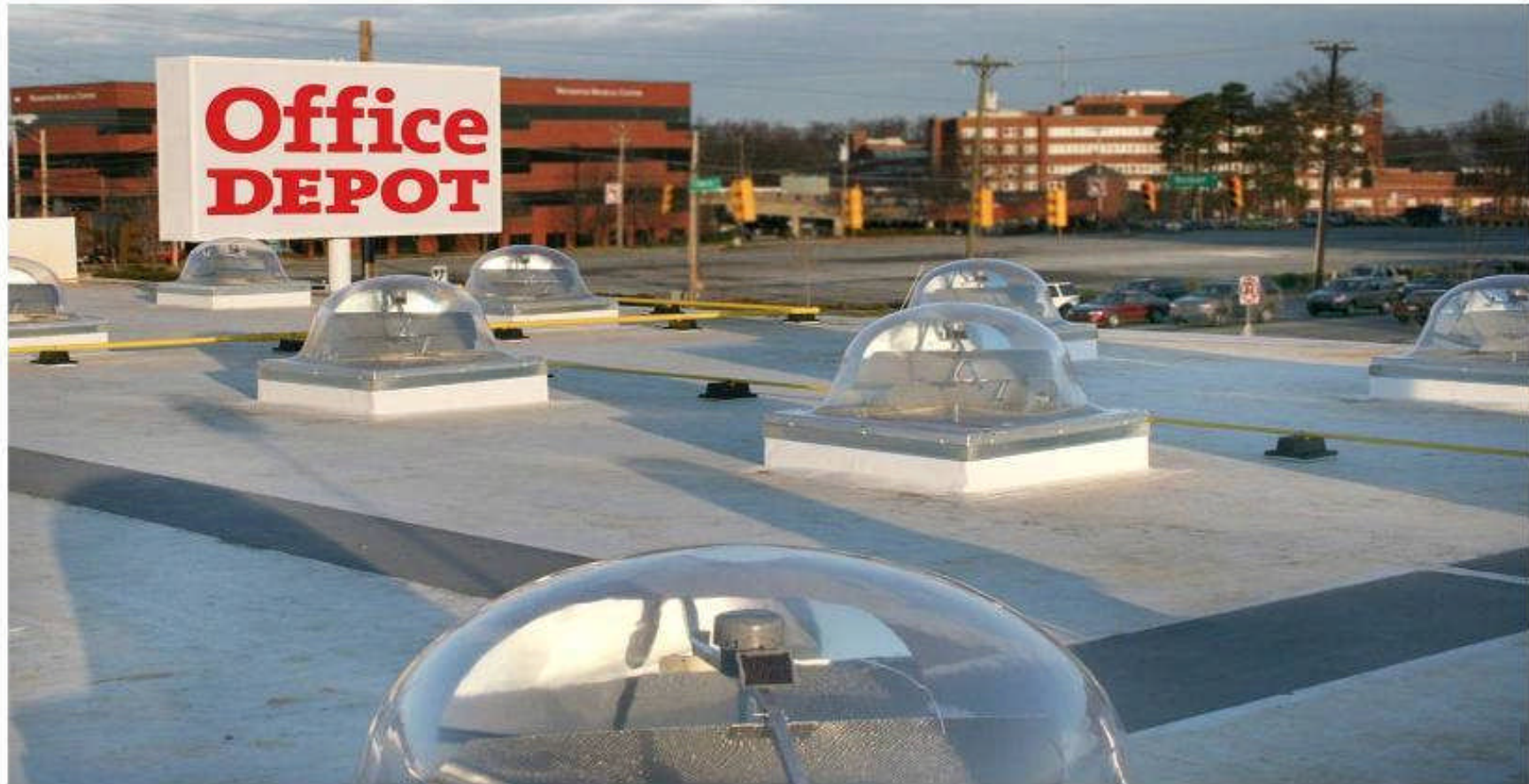
Top 12 Green IT
Organizations; for Data
Center Efficiency & Carbon
Footprint Reduction Efforts



Responsible Purchaser
of the Year 2009
[Only Private Sector Recipient]

www.responsiblepurchasing.org

- ▶ WE DEVELOPED THE FIRST EVER RETAIL STORE PROTOTYPE PRE-CERTIFIED TO LEED GOLD STANDARDS



Office DEPOT.

- ▶ WE USE T5 ENERGY EFFICIENT LIGHTING IN NEARLY ALL OUR STORES, HELPING REDUCE ABSOLUTE CO₂ BY 10.1%



Office DEPOT.

- ▶ WE ARE THE ONLY SUPPLIER IN OUR INDUSTRY WITH FUEL EFFICIENT “SPRINTER VANS”, AND THE ONLY ONE THAT KNOWS OUR DELIVERY CARBON FOOTPRINT [DOWN 11.8% IN 06; 9.6% IN 07]



WE KNOW EACH DELIVERY EMITS, AN ESTIMATED 5.4LBS OF CO₂*. WE CAN MULTIPLY THE NUMBER OF DELIVERIES WITH THIS ESTIMATED CARBON TO ESTIMATE THE CARBON EMISSIONS ASSOCIATED WITH DELIVERY OF YOUR PURCHASES

*Estimates based on EPA Smartway Greenhouse Gas model and 2007 delivery data.

Office DEPOT.

► WHY OFFICE DEPOT?

WE UNDERSTAND OUR CUSTOMER'S ENVIRONMENTAL NEEDS

▶ EXAMPLE CUSTOMER ENVIRONMENTAL NEEDS

1. Wide range of quality green options, in all office product categories - at competitive prices
2. Simplified search for green options
3. Assistance writing and implementing Green Purchasing Policies
4. Green spend reporting
 1. For interest and improvement
 2. For LEED for Existing Buildings
5. Reduced impact deliveries
6. Ability to show commitment and leadership to stakeholders, including helping educate them on how to buy green and be green

- ▶ WHY OFFICE DEPOT? WE HAVE CREATED A SERIES OF UNIQUE GREEN OFFICE SOLUTIONS TO MEET OR EXCEED CUSTOMER'S OR CUSTOMERS STAKEHOLDERS ENVIRONMENTAL NEEDS, AND COMPETITOR OFFERINGS

► GREENER OFFICE SOLUTION: YOUR GREENER OFFICE WEB STOREFRONT ~6,500 ITEMS

Office DEPOT
Business Solutions Division

Home Bulletin Board Tech Depot Design & Print

Office Supplies Furniture Technology Custom Printing

Search for **SEARCH**

Shopping Cart
0 Item(s) in Cart
Subtotal: \$0.00
[Add 50 more for FREE shipping](#)
[View Cart](#) | [Check Out](#)

Narrow Your Results

Feature
Note Color
[Canary Yellow](#)
[Nature's Hues](#)
[Yellow](#)
[More...](#)

Paper Color
[Blue](#)
[Green](#)
[White](#)
[More...](#)

Brand Name
[Avery](#)
[Foray](#)
[Office Depot](#)
[Riverside Paper](#)
[Smead](#)

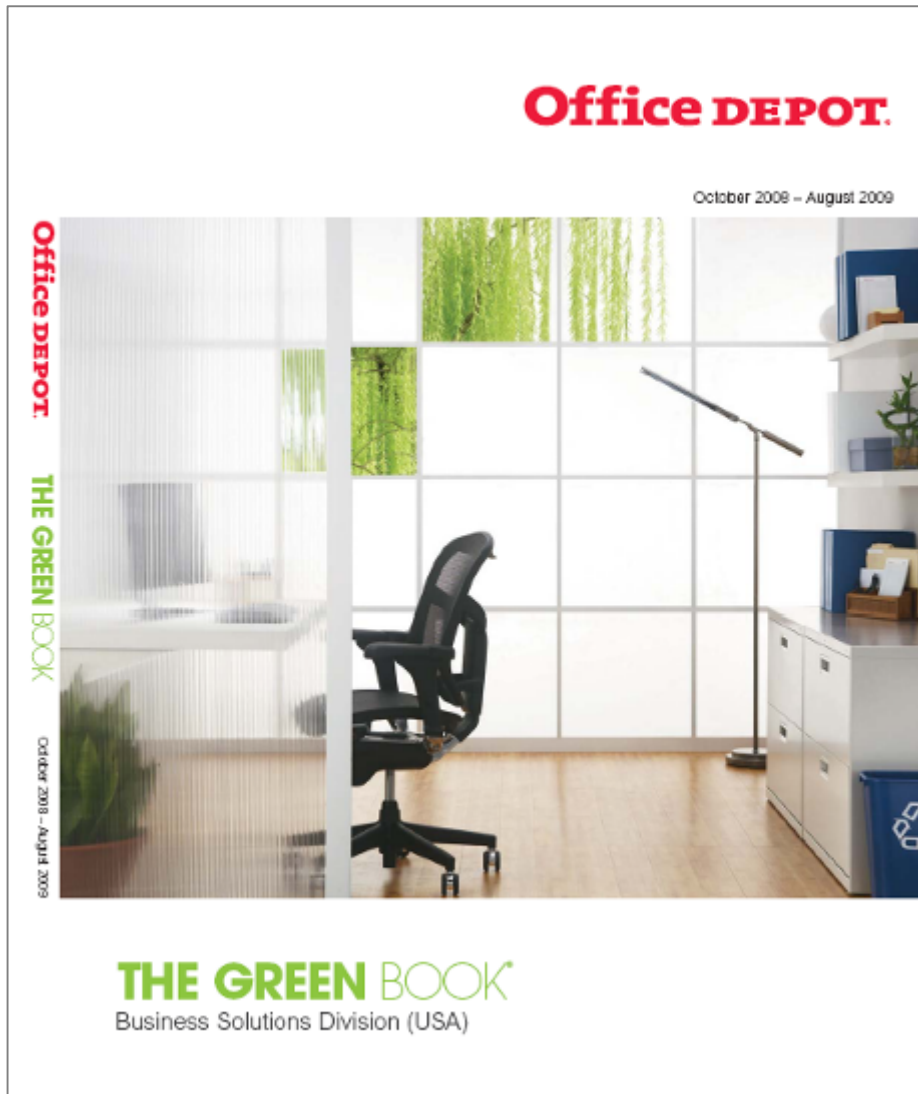
Your Greener Office

- Paper, Forms & Envelopes**
Recycled or FSC Certified
- Filing & Binding**
Recycled
- Mailing Supplies**
Recycled or bio-based/biodegradable
- Ink & Toner**
Remanufactured
- Office Furniture**
Recycled GreenGuard® or SCS - Indoor Air Quality Certified
- Lighting**
Energy Efficient / Energy Star Qualified
- Breakroom & Cleaning**
Recycling Solutions, Recycled & Reduced Harsh Chemicals
- Promotional Products**
Reusable and Recycled

All products with defensible light green / green / dark green attributes and related certifications are eligible for the “Your Greener Office” Site

Note: Products that simply meet Office Depot “Eco-Expectations” e.g. SFI or PEFC certified fiber sources for paper; Certified Non-Toxic Writing Instruments and Paints; ECF-bleached paper are not eligible for the Your Greener Office website, unless they have other qualifying attributes or certifications.

► **GREEN OFFICE SOLUTION:
FIFTH ANNUAL GREEN BOOK: 2200 OF OUR GREENEST ITEMS**



Order one for all end-users who drive significant purchase.

Consider holding a lunch & learn

Also available as virtual catalog, with product clickability and your-price purchase

**Order one for every end-user at:
www.officedepot.com/greenbook**

▶ LEADING GREEN OFFICE SOLUTION: SIMPLE SEARCH: RECYCLED, GREENGUARD, ENERGY STAR

The screenshot displays a website with a navigation bar and a search function. The navigation bar includes tabs for Home, Bulletin Board, Tech Depot, and Design & Print. Below this is a secondary navigation bar with links for Furniture, Technology, Custom Printing, Customer Services, and Company Info. A search bar at the top left contains the text 'recycled' and a 'SEARCH' button. Below the search bar, three columns of product categories are listed: Office Supplies, Furniture, and Technology. A green arrow points from the search input field to the 'Office Supplies' category.

Home Bulletin Board Tech Depot Design & Print

Welcome BSD NET of OD INTERNET TI

Furniture Technology Custom Printing Customer Services Company Info

Search for

Office Supplies

- [AV Supplies & Equipment](#)
- [Basic Supplies](#)
- [Binders & Accessories](#)
- [Breakroom & Janitorial](#)
- [Business Cases](#)
- [Calendars & Planners](#)
- [Custom Printing](#)
- [Desk & Wall Accessories](#)
- [Executive Gifts](#)
- [Filing & Storage](#)
- [Ink, Toner & Ribbons](#)
- [Labels & Label Makers](#)
- [Mailroom Supplies](#)
- [Paper, Forms, Envelopes](#)
- [Pens, Pencils & Markers](#)
- [Promotional Products](#)
- [School Supplies](#)
- [Self-Stick Notes & Flags](#)
- [Tape & Adhesives](#)

Furniture

- [Bookcases & Shelving](#)
- [Carts & Stands](#)
- [Chair Mats & Floor Mats](#)
- [Chairs](#)
- [Cubicle & Panel Systems](#)
- [Desk & Wall Accessories](#)
- [Desks & Workcenters](#)
- [File & Storage Cabinets](#)
- [Furniture Collections](#)
- [Home Furniture & Furnishings](#)
- [Lamps & Light Bulbs](#)
- [Office Furnishings](#)
- [Tables](#)

Technology

- [Batteries](#)
- [Cables, Surge & Power Protection](#)
- [Cameras & Imaging](#)
- [Computer Upgrades & Add-Ons](#)
- [Desktop Computers](#)
- [Electronics](#)
- [Ink, Toner & Ribbons](#)
- [Memory, Storage & Media](#)
- [Miscellaneous](#)
- [Monitors & Projectors](#)
- [Networking](#)
- [Notebook Computers & Tablets](#)
- [Office Machines](#)
- [Phones & Accessories](#)
- [Printers, Scanners, Copiers & Faxes](#)
- [Shredders](#)
- [Software & Books](#)
- [Technology Accessories](#)
- [Televisions](#)
- [Video Games & Systems](#)

▶ LEADING GREEN OFFICE SOLUTION: OVER 4,000 ITEMS WITH RECYCLED CONTENT

Office DEPOT
Business Solutions Division

Home Bulletin Board Tech Depot Design & Print

Office Supplies Furniture Technology Custom Printing

Search for

Shopping Cart
0 Item(s) in Cart
Subtotal: \$0.00
[Add 50 more for FREE shipping](#)
[View Cart](#) | [Check Out](#)

Search text: recycled [remove](#)
4391 results were found for "recycled".
Narrow your results by using the menu on the left.

Basic Sort Enabled
To access Advanced Sorting options such as Sort by Price or Best Value, please use search options at left to reduce items found to fewer than 60 products.

Narrow Your Results

Category
[AV Supplies & Equipment](#)
[Basic Supplies](#)
[Binders & Accessories](#)
[Bookcases & Shelving](#)
[Breakroom & Janitorial](#)
[Calendars & Planners](#)
[Chair Mats & Floor Mats](#)
[Chairs](#)
[Custom Printing](#)
[Desk & Wall Accessories](#)

Sort by: 1 2 3 4 5 6 7 8 9 10 next >>

Item #	List Price	Our Price	Units	Availability	Compare
940650	\$160.95	\$36.05	case	427	☐
 Office Depot® Green™ 35% Recycled EnviroCopy™ Paper, 8 1/2" x 11", 20 Lb, 104 Brightness, Ream Of 500 Sheets, Case Of 10 Reams HUB BEST VALUE  Material Safety Data Sheets ▶ Also Available by the Ream ▶ Also Available in 3 Hole Punch ▶ Also Available in 8.5" x 14" ▶ Also Available in 11" x 17"					
Quantity	Add To Cart		Add To List		

**Competitors
recycled
Offerings
[as per
Websites
Q2 2009]**

**3,000 CorpEx
2,900 Staples
2,200 OMax**

► EXCLUSIVE GREEN OFFICE SOLUTION: GREEN ALTERNATIVES TOOL TO FIND GREENER OPTIONS

Sku	Description
461681	INDEX,3RG,LTR,1-STEP,10TA
863014	FILE,MAGAZINE,NESTING,4PK
315580	INDEX,3-RG,5TAB,11X8.5,CL
886149	HOLDER,BUS CARD,NESTABLE
315465	INDEX,3-RG,5TAB,11X8.5,AS
940593	PAPER,MULTIPURP,11,20#,1
401331	PAPER,LASER PRINT,8.5X11
510578	PAD,NOTE,POST-IT,3X3,5PK
978479	TRAY,LTR,HI CAP,STACKBLE
310992	CUP,PENCIL,PARTITION,ADDI
505064	CARTRIDGE,INKJET,BRT LC41
505080	CARTRIDGE,INKJET,BRT LC41
505088	CARTRIDGE,INKJET,BRT LC41
315705	INDEX,INSET,8TAB,11X8.5,A
396241	BINDER,PL,VIEW,2,WHITE
419716	CARTRIDGE,INK,PHOTO,HP #5
869202	CUP,PENCIL,SQR,2-CMPRTMNT
555911	INK,LC04Y,MFC7300,YELLOW
555931	INK,LC04C,MFC7300,CYAN
555971	INK,LC04M,MFC7300,MAGENTA
699260	REFILL,DAILY DSK 2-C,3 1
429266	CLIP,PAPER,#1,SMTH,OD,100
295230	CARTRIDGE,HP LJ Q7553X,BL
396291	BINDER,PL,VIEW,1,WHITE
678631	CLIPBOARD,METALLIC,ASTD C
469895	BINDER,OVERLAY,CLEAR,113



Green Alt	Green Alt Desc
470203	INDEX,11X8.5,1-10TAB,MULTICO
186555	FILE,MAGAZINE,LARGE,RECY
574789	DIVIDERS,INS,5,CLEAR,OD,BIC
189628	HOLDER,CARD,BUSINESS,RE
574803	DIVIDERS,INS,5,COLOR,OD,BI
940650	PAPER,CPY,RCY,8.5X11,20#,10
751441	PAPER,LASER,OD,24LB,113 BI
725324	NOTE,SSTICKY,3X3,RCY,12PK
576120	TRAY,LETTER,STACKABLE,6
379740	CUP,PNCL,HNG,PNL, RECYCL
525306	CARTRIDGE,IJ, BRO COMPA
525334	CARTRIDGE,IJ, BRO COMPT,I
525348	CARTRIDGE,IJ, BRO COMPA
574852	DIVIDER,INS,8TAB,ASTD,OD,E
514440	BINDER,ECO,ROUND RING,2"
966120	CRTDG,OD,PHOTO,HP CMP1
189579	CUP,PENCIL,BIG,RECYCLED
293718	INKJET,REMAN,BROTHER,YE
293732	INKJET,REMAN,BROTHER,CY
295433	INK,REMAN,BROTHER,MAGE
698475	REFILL,DLY DSK RECY,3 1/2X6
358070	CLIPS,PAPER,# 1,RECYCLED,
472405	TONER,REMAN,HPP2015X,BL
514400	BINDER,ECO,ROUND RING,1"
477629	CLIPBOARD,OD,RECYCLED F
513888	BINDER,ECO,ROUND RING,1/2
725324	NOTE,SSTICKY,3X3,RCY,12PK



Curr. Cost	Alt Cost
2.11	1.81
7.44	2.772
0.42	0.34
0.31	0.369
0.42	0.34
30.47	32.19
4.71	3.8
6.59	11.54
4.68	6.05
3.35	3.443
8.15	6.62
8.15	6.62
8.15	6.62
0.63	0.46
0	1.88
20.29	12.2
0.84	2.11
8.33	5.2
8.33	5.2
8.33	5.2

Office DEPOT

Business Solutions Division

Home

Bulletin Board

Tech Depot

Design & Print

Office Supplies

Furniture

Technology

Custom Printing

Search for

SEARCH

Shopping Cart

0 Item(s) in Cart

Subtotal: \$0.00

[View Cart](#) | [Check Out](#)

Shopping Tools

Find Printer Supplies

Manufacturer

GO

Find a Store

Order Tracking

Order Approvals

Order by Item #

My Shopping Lists

My Profile

Account Center

User Profiles

Online Reporting

Online Catalogs

Future Orders

Your Greener Office

Messages From Office Depot

[Edit](#) [Continue](#)

Green First Ordering is Here!

To help the City of Seattle implement its [Green Purchasing Program](#) (GPP), this site is now set up for "Green First" ordering! This will simplify your green purchasing since where there is a good green alternative to a product you select, you will automatically be provided the greener option. Other ways to buy greener on this site include:

Option A: Click this link to *Your Greener Office*

Your Greener Office

Paper, Forms & Envelopes

Recycled or FSC Certified

Filing & Binding

Recycled

Mailing Supplies

Recycled or bi-based/biodegradable

Ink & Toner

Remanufactured

Office Furniture

Recycled GreenGuard® or SCS - Indoor Air Quality Certified

Lighting

Energy Efficient / Energy Star Qualified

Breakroom & Cleaning

Recycling Solutions, Recycled & Reduced Harsh Chemicals

Promotional Products

Reusable and Recycled

This online store contains over 7,500 items with green attributes from 'light green' to 'dark green'. Recycled items have at least 10% post consumer content and/or 20% total recycled content. "Light green" items such as certified non-toxic markers and highlighters as well as refillable pens and pencils are also included.

Option B: Order The Green Book

THE GREEN BOOK

Business Solutions Division (BSS)

Add SKU# 708-815 to your order. The Green Book has 2,200+ of Office Depot's 'greenest items'. Most recycled items have at least 30% post consumer recycled content and/or 50% total recycled content. "Light green" items are not included

► EXCLUSIVE GREEN OFFICE SOLUTION:
OFFICE DEPOT GREEN™ BRAND: GREEN AND DARK GREEN



One consistent packaging to simplify the request to end users: “please buy green”

Over 40 items from paper and envelopes to pads and compact fluorescent lights

▶ EXCLUSIVE GREEN OFFICE SOLUTION: SAMPLE GREEN PURCHASING POLICIES: OFFICE SUPPLIES

[Customer name]'s green purchasing policy for office supplies covers copy paper, envelopes and pads, filing, binders, mailing supplies, desk accessories, dated goods, ink & toner cartridges and batteries.

When making office supplies purchases, **[Customer name]** buyers are encouraged to “increasingly buy green” by seeking products that meet one or more of the following specifications:

- Minimum 30% post consumer recycled copy paper
- Minimum 10% post-consumer recycled content and/or 20% total recycled content for supplies
- Remanufactured ink and toner cartridges
- Virgin paper products with fiber from FSC-certified “responsibly-managed forests”
- Items made with at least 50% “rapidly renewable” materials such as bamboo or agricultural crops
- Rechargeable batteries
- Refillable pens, pencils and refills

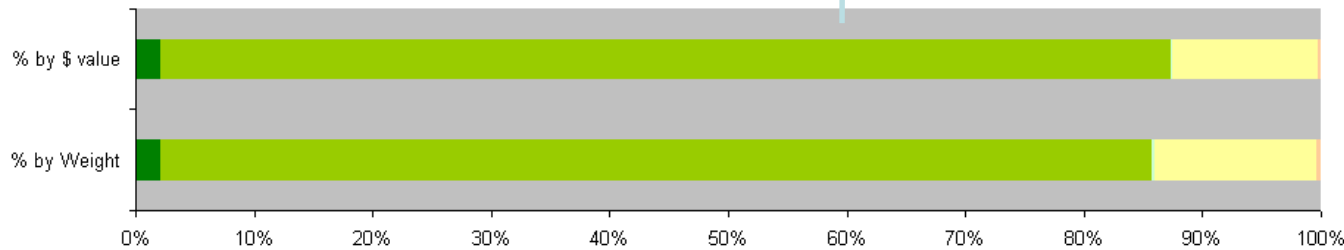
Three procedures can be used to implement this policy:

- Buy Office Depot Green™ branded office supplies when possible.
- Use the Office Depot Green Book™ to buy as many office supplies as possible
- If your items are not in the Green Book, click the [Your Greener Office](#) link on the Office Depot site

► EXCLUSIVE GREEN OFFICE SOLUTION: GREEN BUSINESS REVIEW [FOR \$2M+ ACCOUNTS ONLY]

Customer Green Business Review Sample Report

Cut Sheet Paper - 2008 Spend by Shades of Green



85.7% of Customer's Paper Spend with Office Depot in 08 contained at least 10% PCR Content. 2.1% contained at least 30% PCR Content.

No.	Type of Paper Shades of Green	Dollar Spend by Shade	% by \$ value	Weight (lbs) by Shade	% by Weight	Main Green Attribute	PCR/ PCRe	TR	FSC	SFI/ PEFC
12	Uncertified/Unknown, Virgin Paper [Not Necessarily Green]	\$ 6,360	0.4%	6,097	0.2%	None				
27	SFI Certified Virgin Paper [Ultra Light Green - Responsible Forestry]	\$ 218,309	13.7%	333,150	12.3%	Responsible Forestry				●
4	FSC Certified Virgin Paper [Light Green - Responsible Forestry]	\$ 3,841	0.2%	1,906	0.1%	Responsible Forestry			●	
8	10%-29% Post Consumer Recycled [Light Green - Recycled]	\$ 1,334,523	83.6%	2,302,545	85.3%	Recycled	●	●	○	○
8	30%-89% Post Consumer Recycled [Green - Recycled]	\$ 33,530	2.1%	55,511	2.1%	Recycled	●	●	○	○
1	90%-100% Post Consumer Recycled [Dark Green - Recycled]	\$ 325	0.0%	271	0.0%	Recycled	●	●	○	
60	Paper SKUs	Totals: \$1,596,888	100%	2,699,480	100%		●	Contains	○	May Contain

Forest Certifications: SFI - Sustainable Forestry Initiative, FSC - Forest Stewardship Council, PEFC - Program for Endorsement of Forest Certification

Recycled: TR - Total Recycled, PCR - Post Consumer Recycled, PCRe - Post Consumer Recycled equivalent (calculated by halving pre-consumer recycled content)

Office DEPOT.

CONFIDENTIAL

► GREENER OFFICE SOLUTION: LEED SUSTAINABLE PURCHASING CREDIT TOOL

For existing customers, this tool automatically estimates the % of LEED EB-compliant spend at the ship-to address of the building pursuing LEED EB: O&M Sustainable Purchasing. The tool also estimates the number of credits a customer could obtain assuming all their “ongoing consumables” expenditure is with Office Depot.

LEED for Existing Buildings: Operations & Maintenance - Credit Tool

Menu:

Intro

1. Usage Report

2. Classification

3. Consumables

4. Electronics

5. Furniture

Step # 3 The Office Depot LEED Credit Tool determines the potential points awarded

Sustainable Purchasing: Ongoing Consumables Credit Materials & Resources (MR) 1.1-1.3

Name of Organization & Delivery Address:

ABC Company
1234 Main Street, Boston, MA 02215

Performance Period: 1/1/07-12/31/07
Ship to Number: 22111

Total cost of ongoing consumables:

\$275,756

A.) Green purchases of consumables (weighted value) represents the following % of total ongoing consumable purchases. Points: 1pt for 40%-59%, 2pts for 60%-79%, 3pts for 80%-100%

68%

Total green purchases value as purchased:

\$165,451

Based on the ongoing consumables purchased, potential LEED credit(s) available =

2pts

Total green purchases *weighted value*:

\$187,514

B.) Percent by value of product manufacturer' or suppliers' documentation that verifies product compliance with the specified green criteria:

63%

Purchases meet minimum 20% documentation requirement =

Yes

Item Information		Calculating Total Value			Green Qualities											Total Green Weighted Value
Item Code	Item Purchased	Qty	Cost per unit	Total Value	Green (Y/N)	Total Green Value	% of Green Costs	Doc? (Y/N)	PCR or >= 10%	PreCR or >= 20%	Rapidly Renew. > 50%	Regional >= 50%	FSC >= 50%	Rechargeable Battery		
940650	PAPER,CPY,RCY,8.5X11,20#	3044	22.44	\$68,307	Y	\$68,307	41%	Y	30%						\$136,615	
406351	TONER,REMAN,OD09A,5SI,800	80	59.46	\$4,757	Y	\$4,757	3%	Y	80%						\$9,514	
164017	TONER,REMAN,OD,BLK	43	97.22	\$4,180	Y	\$4,180	3%	Y	80%						\$8,361	
940668	PPR,COPY,RECY,8.5X14,20#	74	29.84	\$2,208	Y	\$2,208	1%	Y	30%						\$4,416	
319275	CARTRIDGE,LASERJET 4600,B	17	124.24	\$2,112	Y	\$2,112	1%		20%						\$4,224	
427294	TONER,MCRFN,HP,5SISIMX,BK	13	154.05	\$2,003	Y	\$2,003	1%		20%						\$4,005	
197092	TONER,Q2670A,HP,F/CLJ3500	18	105.97	\$1,907	Y	\$1,907	1%		20%						\$3,815	
319099	CARTRIDGE,LSRJET 4600,MAG	10	168.08	\$1,681	Y	\$1,681	1%		20%						\$3,362	
499441	TONER,REMAN,OD92A,LJ1100	59	28.44	\$1,678	Y	\$1,678	1%	Y	80%						\$3,356	

► WITHOUT OFFICE DEPOT'S LEED CREDIT TOOL ORGANIZATIONS NEED TO DO A LOT TO REPORT THEIR "SUSTAINABLE PURCHASES"



**LEED for Existing Buildings: Operations & Maintenance
Certification Submittal Template
MR Credit 1.1-1.3: Sustainable Purchasing: Ongoing Consumables**

Populate the table below with the sustainable purchases accounted for during the performance period.

Table 1.1: Sustainable Purchases Table

Fill in sustainability criteria as applicable to each product. If a sustainability criterion does not apply to the product, leave the field blank.

Date of Purchase	Purchasing Entity/Organization	Item Purchased	Cost per Item	Quantity Purchased	Total Value as Purchased (\$)	Percentage of Total Sustainable Purchases Cost	Product Documentation Provided? (Y/N)	Sustainability Criteria					
								% Post-consumer Recycled Content * (must be > = 10%)	% Pre-consumer Recycled Content (must be > = 20%)	% Rapidly Renewable (must be > = 50%)	% Regional (must be > = 50%)	% FSC Certified (must be > = 50%)	% Rechargeable Battery?
					\$0	0%							
Total sustainable purchases value as purchased:					\$0	Total sustainable purchases weighted value:							
Sustainable purchases of ongoing consumables (weighted value) represents the following percentage of total ongoing consumable purchases:													
The project team has provided documentation from product manufacturers or suppliers that verifies product compliance with the specified sustainability criteria for the following percentage of the purchased value of the sustainable purchase listed above (must be 20% minimum, by cost, to demonstrate compliance):													

Add Row Delete Last Row

- Manually completing the LEED template for all office supplies shipments to a large building over a 3 month or 6 month period could require over 10,000 lines of manual data entry
- If the customer buys all their supplies from Office Depot for the building pursuing LEED EB: O&M, Office Depot will create this report – free of charge

► GREEN OFFICE SOLUTION FOR REDUCED IMPACT DELIVERY:
REDUCED FREQUENCY & CARBON BALANCED DELIVERY



WE KNOW EACH DELIVERY EMITS, AN ESTIMATED 5.4LBS OF CO₂*. WE CAN MULTIPLY THE NUMBER OF DELIVERIES WITH THIS ESTIMATED CARBON TO ESTIMATE THE CARBON EMISSIONS ASSOCIATED WITH DELIVERY OF YOUR PURCHASES

*Estimates based on EPA Smartway Greenhouse Gas model and 2007 delivery data.

Office DEPOT.

► GREEN OFFICE SOLUTION FOR REDUCED IMPACT DELIVERY:
RECYCLED, RECYCLABLE PACKAGING BOXES & ENVELOPES



Office DEPOT.

EXCLUSIVE
GREEN OFFICE
SOLUTION FOR
EDUCATION:

SMART STEPS
TO A
GREENER OFFICE

SEMINAR SERIES

Office DEPOT.

SAVE THE DATE

Smart Steps to Your Greener Office

APRIL 22, 2009

How to go green, save money, and create an efficient, healthy workspace.
Earth Day Lunch & Learn with Green Vendor Expo at Office Depot's Global Headquarters in Boca Raton Florida.

Date: Wednesday April 22, 2009

Time: 12 Noon – 3:00 PM + Optional Movie 3:00 PM – 3:30 PM

Venue: Office Depot Global HQ Auditorium, 8800 N. Military Trail, Boca Raton, FL 33408

RSVP: Please email Sabrina.Cochran@officedepot.com or call 954.217.2827

12:00pm – 12:30pm Buffet Lunch

12:30pm – 1:15pm Why go green? Chris O'Brien, Executive Director, Responsible Purchasing Network (www.responsiblepurchasing.org)

1:15pm – 2:00pm A Smarter Greener Office: Yalmaz Siddiqui, Director, Environmental Strategy, Office Depot

2:00pm – 3:00pm Green Vendor Expo featuring Smart, Green Office Products & Technology and Selected Environmental Non-Profits

3:00pm – 3:30pm (optional) Green Movie: High Performance Buildings – Perspectives & Practice

Please join us for an inspirational & informative afternoon on Earth Day 2009. If you are involved in helping your organization go green in any way, or have a role in which you have a significant control over your organization's environmental impact (facilities management, office management, purchasing etc.) this event is for you. You'll learn the key concepts related to going green, including the business case and dealing with barriers. You'll take away a series of smart steps you can use right away to help you save money and create a more efficient, less wasteful, healthier workspace. A buffet lunch, green gifts and green product samples will be provided.

12:00-12:30pm Buffet Lunch



12:30-1:15pm: Why Go Green?

Chris O'Brien, Executive Director, Responsible Purchasing Network

As Senior Director of the Responsible Purchasing Network, at the non-profit Center for a New American Dream, Chris works with government, corporate, and non-profit purchasers to advance socially and environmentally responsible procurement. In his dozen years of corporate responsibility experience he served as Director of Co-op America's Green Business Network, and the Fair Trade Federation. In over a hundred public presentations he has addressed thousands of purchasing stakeholders on designing and implementing successful green purchasing programs. Chris has been featured as a speaker at events throughout North America, including the Green Festival, EcoProcura, the Green Procurement Conference & Expo, Greening of Campus, ProcureCon, Green Procurement Summit, NIGP Forum, NASPO Annual Conference, Sustainable Design Summit and many more. Chris has worked with clients including the US House of Representatives; California League of Cities and Association of Counties; City of San Jose, CA; the State of Kentucky; Metro Washington Council of Governments; California Dept. of General Services; Green Electronics Council; University of Nebraska; University of Miami; King County, WA; Minnesota Pollution Control Agency; Office Depot.



1:15-2:00pm: A Smarter Greener Office

Yalmaz Siddiqui, Director, Environmental Strategy, Office Depot

Yalmaz Siddiqui is Office Depot's Director of Environmental Strategy. He is responsible for setting strategic direction and integrating environmental programs into the global organization. Office Depot's industry-leading environmental programs span all parts of the company - from supply chain (buying green) to operations (being green), to marketing and sales (selling green). Yalmaz's goal is to help improve the environmental performance of Office Depot and its range of stakeholders. He came to Office Depot from IBM Business Consulting Services where he was a Senior Consultant, and author of the first global study on environmental purchasing of wood and paper products. He is a frequent speaker at National and International Conferences on the environment, including: Keynote addresses at the Green Purchasing Summits in 2007 and 2008, National Retail Federation Conference, National Institute of Government Purchasers Annual Forum, National Association of Counties Annual Forum, Sustainable Brands, Fortune

Magazine Brainstorm: Green. Yalmaz holds a Master of Philosophy in Environment & Development from the University of Cambridge in England where his thesis was on Industrial Ecology, Life Cycle Analysis & Bio-mimicry. He also has a Bachelor of Commerce from McGill University in Canada.

2:00-3:00pm Green Vendor Expo with Smart, Green Office Products & Technology & Selected Non-Profits

3:00-3:30pm Optional: Green Movie: High Performance Buildings – Perspectives & Practice

GREENER OFFICE CHECKLIST & OPTIONAL CONSULTING SERVICE

Step 1: Define Offices In Scope [Start small]				Step 2: Decide who owns the project and when Initial Audit and Re-Audit will be done			
COMPANY NAME				PROJECT OWNER			
DIVISION NAME				DATE OF INITIAL AUDIT			
OFFICES IN SCOPE				TARGET DATE OF RE-AUDIT			

Step 3: Review Office Depot categories and recommended tactics			Step 4: Audit tactics in place		Step 4: Plan new tactics		Step 5: Assign		Step 6: Check		Any Time: Review Tools & Resources			
#	Why/Buy/Be/Sell/Tell Green	S/D/L	GREENER OFFICE CHECKLIST: RECOMMENDED TACTICS S = Starting a new greener office program D = Developing your greener office program L = Leading your industry in greening your offices	Already Done	Done (Some Offices)	Not Done	Not Applicable (State why)	NOTE NEW STEPS you will take to implement this tactic in the next 12 months	Mark X if New Step Chosen	Step Owner Initials	Target Completion Date (Y/Y)	Re-audit Mark X if done	Re-audit to verify note if planned but not done	Office Depot Resources (Products, Case Studies, Sites and Samples)
1	Why Green?	S	Create an in-house "Green Team" responsible for overseeing greener office activities - meet at least quarterly											How to set up a Green Team
2	Why Green?	S	Identify your most "significant" environmental impacts and decide the priorities of your greener office program											Common Environmental Impacts of Offices & Establishing Environmental Priorities
3	Why Green?	S	Create a simple financial model to track costs and benefits of implementing basic changes to green your offices											Example Financial Model
4	Why Green?	S	Develop a basic green purchasing policy covering at least office supplies, batteries, furniture, electronics											Example Greener Office Purchasing Policies
etc.	etc.	etc.												etc.
16	Buy Green	S	Use minimum 30% Post Consumer Recycled as a default paper for standard black & white printing and copying											Office Depot 30% Recycled Content Papers
17	Buy Green	S	Purchase Remanufactured Ink & Toner cartridges for at least 40% of total expenditure on Ink & Toner cartridges used											Office Depot Remanufactured cartridges
18	Buy Green	S	Ensure at least 80% copy paper (virgin paper or virgin part of recycled) is from certified forests under a credible responsible forestry scheme											Office Depot FSC Certified Paper Office Depot other Certified Paper
etc.	etc.	etc.												etc.
51	Be Green: Reduce Waste	S	Activate duplexing to do double sided copying and printing as default on all capable machines											Office Depot Duplex Printers
52	Be Green: Reduce Waste	S	Provide each employee with a reusable hot-beverage mug (with your company logo)											Office Depot Reusable Mugs
etc.	etc.	etc.												etc.
84	Sell Green	S	Run pilots on green office products to help end-users and purchasers to evaluate the quality											Customer Case Study
85	Sell Green	S	Recognize individuals in your organization who actively practice and promote greener office behaviour											Office Depot Recycled Certificates
86	Sell Green	S	Host an focused educational session on greening the office and reducing energy and waste											Small Steps to a Greener Office Debunking the Myths about Going Green What is Green?
etc.	etc.	etc.												etc.
100	Tell Green	L	Create a Corporate Citizenship / CSR / Sustainability Report and include a section about your Greener Office program											Sample report section Global Reporting Initiative Guide
Current Points (Without adding any new tactics)				0	0	0	0	New Points to Target		0	Light Green Office = 30% Green Office = 60% Dark Green Office = 90%			
Total Score Possible (i.e., not N/A)				900	Target Post Implementation		0							
Percentage of Possible Tactics Currently Implemented				0%	Target Percentage		0%							

► KEY TAKEAWAYS

1. Among those who know about our environmental programs in the office products industry, we are recognized industry leaders
2. We are the only company in our industry to have had our environmental performance indicators verified by a third party – PricewaterhouseCoopers (2004, 2006, 2007, 2008)
3. Having started in 2002, and created our first Green Book in 2003, we understand our customers environmental needs
4. We have created a series of unique green office solutions to meet or exceed customer's or customers stakeholders environmental needs, and go beyond our competitor's offerings
5. We can help our customers become environmental leaders in the office context