



**REQUEST FOR PROPOSAL #R10-1128 FOR:  
OFFICE SUPPLIES AND RELATED PRODUCTS  
AND SERVICES**

December 3, 2021

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

■ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

■ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

■ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

■ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

■ **PROPOSAL FORM 5: DEBARMENT NOTICE**

■ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**

■ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

■ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

■ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

■ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

■ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**

■ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

■ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

■ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

■ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

■ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

■ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

■ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

■ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

■ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

■ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

■ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA****Instructions:**

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

<b>Evaluation Criteria</b>	<b>Question</b>	<b>Answer</b>
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Office Depot, LLC
	<i>What is the mailing address of your company's headquarters?</i>	6600 North Military Trail Boca Raton, FL 33496
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Ronald Hubbell Strategic Program Manager, Buying Groups email: <a href="mailto:ronald.hubbell@officedepot.com">ronald.hubbell@officedepot.com</a> phone: 405.476.0289
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Does your organization support deviated pricing which may already be negotiated by</i>	Yes

	<p><i>customers directly with manufacturers? If so, please outline your approach for this.</i></p>	
	<p><i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i></p>	<p>From time to time, with the support of our manufacturer partners, promotional pricing will be made available to all participating agencies. Additionally, we will work w/ participating agencies to provide the flexibility of adding Custom Core items. Custom core items cannot be on the master core unless supported by mfg deviations. Generally Custom Core items are high usage items that are unique to the participating agency. Annually, Region 10 and Office Depot will work together to evaluate purchasing trends to identify additions to master core list.</p>
<p>Ability of Customers to verify that they received contract pricing</p>	<p><i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i></p>	<p>Yes</p>
	<p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p>	<p>Office Depot is offering the following pricing strategy.</p> <ul style="list-style-type: none"> <li>• <b>Master Core List</b> – this list is net priced and should contain the items purchased most frequently by participating agencies. These are the items with the most aggressive pricing providing the greatest value to participants. The pricing may be updated monthly based upon cost justification letters provided to Region 10.</li> <li>• <b>Business Select Catalog</b> – items that are in our Business Select Assortment (approx. 2000 of the most popular core supplies) will receive a 20% discount from web pricing. Web prices can be validated at <a href="http://www.officedepot.com">www.officedepot.com</a></li> <li>• <b>2022 Full Line Catalog</b> – items that are not in the Business Select catalog and are in the current Full Line Catalog will receive a 10% discount from web pricing. Web prices can be validated at <a href="http://www.officedepot.com">www.officedepot.com</a></li> <li>• <b>Education Catalog</b> – items that are not in the above catalogs but appear in our current Education Catalog will also receive a 10% discount from web pricing. Web prices can be validated at <a href="http://www.officedepot.com">www.officedepot.com</a>.</li> <li>• <b>Custom Core</b> – each agency generally has their own unique needs. To provide enhanced financial value, each participant may have their own custom core for items that are not on the master core list unless supported by manufacturer deviation.</li> </ul>
<p>Payment methods</p>	<p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p>	<p>Office Depot’s billing system is flexible, designed to provide you with invoicing compatible with your systems whenever possible. During contract implementation your requirements are identified, the formats built and reviewed during our discussions. You have four (4) fields in our invoice format for &lt;&lt;client&gt;&gt; use as needed (cost center, etc.) including validation capability. Different options are available, depending on whether the billing is in paper or electronic format.</p> <p><b>E-Billing</b> Completely electronic billing with all the advantages of paperless operations.</p> <p><b>Invoice Billing</b></p>

		<p>An invoice is generated for each order placed by your buyers at the time of order shipment. Your invoice can be sent either in daily or weekly intervals directly to the primary address or indirectly to the “ship to” location(s).</p> <p><b>Consolidated Billing</b> Consolidated or summary bills are generated for all orders reconciled within an agreed time period, 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.</p> <p><b>Payment Options</b> Invoices may be paid via EFT, P-Card point-of-sale purchasing, or check via electronic and/or mailed invoice (Summary or Standard).</p> <p><b>Bill Management</b> Our enhanced, online self-service system puts all your billing information and time-saving account management tools right at your fingertips, 24/7. Advanced search capability enables invoices sorting by:</p> <ul style="list-style-type: none"> <li>• Quickly accessing your account summary and detailed billing information to determine what is paid and what is outstanding.</li> <li>• Searching for invoices by date, due date, purchase order or invoice number, ship to location or transaction type.</li> <li>• Drilling down into invoice activities, including payments, credits and adjustments.</li> <li>• Viewing, printing, or download your invoices, in a variety of formats, such as Excel, PDF, CSV, etc.</li> </ul> <p><b>More Features for added Convenience</b> Use our streamlined payment and online dispute processing features:</p> <ul style="list-style-type: none"> <li>• Pay one or multiple invoices at a time in one simple transaction.</li> <li>• You can dispute an invoice online and receive a tracking number to follow its progress.</li> <li>• A dedicated team will work to resolve your issue efficiently and effectively.</li> </ul>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p>	
<p><b>Performance Capability (25 Points)</b></p>		
<p>Demonstrated ability to provide best-in-class products and services to the Equalis Group membership</p>	<p><i>Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></p>	<p>Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 10 ESC participating agencies at every step in the process: Order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.</p> <p>Having one single operational platform/blueprint throughout the country, affords Participating Members the following benefits:</p> <ol style="list-style-type: none"> <li>1. <i>Consistent Operations/Service:</i> Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.</li> </ol>

2. *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, Region 10 pricing remains consistent nationwide. Participating Members will share a single Custom Price List and pricing structure for all domestic locations.
3. *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
4. *Consistent Products:* Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent across the U.S.

Region 10 ESC expects suppliers to provide products and services reliably, on-time, as ordered. Office Depot's inventory and offerings enable us to meet your expectations, not just once, every time. We maintain an inventory of all popular items in our warehouses and partner with wholesalers to provide the next level of support. Participating Members benefit by knowing more than 98% of the items you order will be delivered on the first delivery schedule for that order.

You receive quality brand name and private brand products, guaranteed 100% to your satisfaction. Our private brand products are guaranteed to equal or exceed their equivalent national brand product specifications and performance 100% to your satisfaction and our private brand products are usually about 20% less expensive.

Office Depot is your Total Solutions Provider to meet all your office business needs. Our products and services are vast and varied, allowing for innumerable solution orientated opportunities. Office Depot's services lend themselves to each customer's individual needs. Take advantage of our Subscription Services and never run out of key products again.

Region 10 ESC's strongest opportunity to aggregate spend across a broad range of product lines is to order these from Office Depot reducing purchasing costs:

- Computer supplies and toners
- Paper products
- School Supplies
- Traditional Office Supplies
- Janitorial/Cleaning supplies & equipment
- Personal Protection Equipment (PPE)
- Kitchen/Breakroom supplies
- Coffee/Brewer services
- Ergonomic products/programs
- Minority manufactured products



		<ul style="list-style-type: none"> <li>● Recycled/Environmental products</li> <li>● Furniture and Interior Services</li> <li>● LED lighting systems &amp; LED bulbs to replace incandescent and fluorescent bulbs</li> <li>● Stamps, nameplates, and engraving</li> <li>● Web-based Printed Stationery Program (business cards, stationery)</li> <li>● Custom Print Centers in more than 1,250 retail stores (will-call copy service)</li> <li>● Self Service copy/print centers in each store</li> <li>● Technology Division with access to 250,000+ tech products</li> <li>● On-demand web-based copy service</li> <li>● Online Company stores and specialty/Promotional program</li> <li>● Managed Print Services/Auto replenishment</li> <li>● Easy to use Subscription services</li> <li>● Supply Chain as a service</li> <li>● CompuCom IT services</li> </ul>
	<p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>	<p>Office Depot products and services are offered in all 50 states and the territory of Puerto Rico.</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>Office Depot has approximately 55 sales offices located around the U.S. as indicated in the following chart. In addition, we also have sales representatives operating out of their homes in more remote locations. We do not publish those addresses.</p> <p>Our corporate headquarters is located at 6600 North Military Drive, Boca Raton, FL 33496.</p> <p><i>See attached "Performance Capability Exhibit 1."</i></p>
	<p><i>Describe your organizations approach to reviewing your customers activity, pricing, and product usage with customers to ensure their needs are being met.</i></p>	<p>Office Depot can provide quarterly and/or annual reports for our customers. Our 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 Region 10 ESC specific performance data by geographic location or business unit. Each business review completed will then be rolled up into a master review of 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 gion 10 ESC standards.</p> <p>Our review will be customized to provide the specific format and metrics that Region 10 ESC Participating Agencies 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</p>

		<p>performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.</p> <p>The Office Depot account management team will assist Participating agencies by analyzing spending and usage data. This process helps you by providing a consistent quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.</p> <p><b>Business Reviews Include:</b></p> <ul style="list-style-type: none"> <li>• Our customer’s initial objectives</li> <li>• Previous time period accomplishments and objectives for the next reporting period</li> </ul> <p><b>Sales Statistics:</b></p> <ul style="list-style-type: none"> <li>• Purchases by product group</li> <li>• Sales by location</li> <li>• Average monthly sales</li> <li>• Special categories</li> </ul> <p><b>Performance Measurements:</b></p> <ul style="list-style-type: none"> <li>• Customer Report Card</li> <li>• Customer Quarterly Review</li> <li>• Customer Evaluation Survey</li> <li>• Office Depot’s plan of action to ensure customer satisfaction</li> </ul> <p><b>Independent Business Reviews:</b></p> <ul style="list-style-type: none"> <li>• Customer Focus Groups</li> <li>• Customer Interviews</li> <li>• Customer Telephone Surveys</li> <li>• Store Exit Interviews</li> </ul> <p><b>Goal/Initiative Setting &amp; Review</b></p> <ul style="list-style-type: none"> <li>• Office Depot will work to understand your goals and objectives and create initiatives to help you achieve your objectives. The Business Reviews will be a time to celebrate success and identify new goals &amp; objectives.</li> </ul> <p><b>Cost Savings &amp; Process Improvements</b></p> <ul style="list-style-type: none"> <li>• An important factor in customer satisfaction is providing on-going financial value and a focus on process improvements. The Business Review will be the opportunity to identify and discuss both aspects of improving the overall program.</li> </ul>
<p>Distribution &amp; Shipping, including on-time deliveries and shipping methods</p>	<p><i>Please outline how you deliver your products &amp; services to agencies. Include your method of delivery (where applicable), turnaround times, frequency and any metrics you can provide</i></p>	<p>Region 10 ESC Participating Agencies want their orders when they need them. We have options to meet these needs. Office Depot offers supplies available for pickup within 20 minutes (from our retail stores), deliveries the same business day, next business day, second business day, or other schedules dependent on your location. Pick your option(s) when we implement your account or select your delivery from the date</p>

	<p><i>around the on-time delivery of products &amp; services</i></p>	<p>offered, up to 180 days at the time of order, depending on your ship-to location and the location of our nearest store to your location. Next business day delivery of in-stock items is an option for more than 95% of USA business addresses.</p> <p>You will benefit from:</p> <ul style="list-style-type: none"> <li>• <b>Our Inventory:</b> Office Depot stocks, on average, 15,000 SKUs in each of our Distribution Centers. In addition, we consistently achieve over a 98% item fill rate company wide. More than 95% of all ordered items are shipped from our own inventory.</li> <li>• <b>Order Cut-Off Times:</b> Orders for in-stock items received online/phone by Office Depot prior to 3:00 p.m. local time on a business day are delivered next business day to your place of business. Faxed orders received by 3:00 p.m. will be delivered next business day.</li> <li>• <b>Delivery Network:</b> Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. We make deliveries with our own vehicles, contracted and dedicated third-party carriers, and national couriers to ensure complete nationwide delivery coverage.</li> </ul> <p>Office Depot fills and delivers over 100,000 orders each day with an on-time delivery rate and order accuracy rate of over 99% based on reconciled manifests. You benefit from this reliable and accurate performance.</p> <ul style="list-style-type: none"> <li>• <b>Order Fill Rate</b> – The percentage of orders that were 100% filled on the first delivery schedule for the ship to location – 97.70%</li> <li>• <b>Line Fill Rate</b> – The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship to location – 99.22%</li> <li>• <b>On-Time Delivery</b> – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%.</li> <li>• Arrange and pick up customer returns within 72 hours</li> <li>• Processing inbound receipts within 48 hours</li> </ul> <p>Note: Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Sixty Dollar (\$60.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee.</p>
<p>Shipping charges (must be included in pricing worksheet if applicable)</p>	<p>No answer is required. Region 10 will utilize your overall response and products/services provided in Attachment B to make this determination</p>	
<p>Return and restocking policy and applicable fees</p>	<p><i>Please describe your company's return and restocking policy</i></p>	<p>Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for You. If You are dissatisfied with Your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Furniture, computers and business machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.</li> </ul>

		<ul style="list-style-type: none"> <li>• Opened Computers, Business Machines and Software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase.</li> <li>• Cleaning, Sanitation, Breakroom, Safety (including personal protective equipment, masks, face coverings, face shields, gloves, goggles, gowns, thermometers), Facility, and other related products and supplies cannot be returned.</li> <li>• Headsets, microphones, mice, and keyboards cannot be returned.</li> <li>• Special Order Products cannot be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.</li> </ul>
<p>Customer service/problem resolution</p>	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>Office Depot provides our customers with more than just products. Our facility specialists will review the current products, processes, and goals of our customers, and develop options on how the tasks might be done better, quicker, safer, or more efficiently.</p> <ul style="list-style-type: none"> <li>• Our Customer Care Desk will provide you with an experienced team of Customer Care Professionals (CCPs) who will strictly enforce your corporate purchasing policies. This Customer Care Team, composed of highly experienced, trained CCPs, is available by toll-free phone and fax Monday through Friday from 8:00 a.m. and 8:00 p.m. EST to assist with placing orders, returns, special orders, and general maintenance of your account.</li> <li>• Our online chat is available to your buyers Monday through Friday 8:00 a.m. to 10:30 p.m. (Eastern Time) to provide immediate assistance for contract customers. You can also call us at 888.263.3423, engage us via SMS text message, or email <a href="mailto:bsdcustomer@officedepot.com">bsdcustomer@officedepot.com</a>.</li> </ul> <p>Your Participating Agency's designated Account Management Team will be your primary contact for all account related issues or concerns that can't be resolved by the National Customer Care Desk. In the event, you cannot reach your Account Manager, please contact our Customer Care Department. Once your contract has been awarded, a customer-specific plan will be provided with contacts and phone numbers.</p> <p>More than 90% of the queries to our Customer Care Team are resolved during the initial contact. Unless there are extenuating circumstances, most remaining issues are resolved within a four-hour timeframe.</p> <ul style="list-style-type: none"> <li>• Our goal is to be your end users' most valuable resource for their facility requirements, and we believe we have the program that can help them achieve their goals efficiently.</li> <li>• Our facility specialists are committed to effectively managing the ever-changing needs of our education clients like Region 10 ESC participating agencies. We currently have approximately 85 facility account and development managers working with our customers to understand their needs and to provide comprehensive category solutions for our customers. Our experienced team is a consultant and advisor to you, assisting by in integrating products, solutions and services to serve your needs.</li> </ul>
<p>Financial condition of vendor</p>	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed refence letters</i></p>	<p>Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. The company has combined annual sales of approximately \$9.7 billion.</p> <p>Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial</p>

		<p>responsibility. In addition, Deloitte &amp; Touche has audited Office Depot’s balance sheets, stating our financial integrity and position in the marketplace.</p> <p>Region 10 EESC and Equalis Group can assess Office Depot’s financial standing with the following details:</p> <ul style="list-style-type: none"> <li>• Office Depot’s Federal Tax Identification number: 59-2663954</li> <li>• Dun &amp; Bradstreet number: 15-353-1108</li> </ul> <p>Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:  <a href="http://investor.officedepot.com/phoenix.zhtml?c=94746&amp;p=irol-irhome">http://investor.officedepot.com/phoenix.zhtml?c=94746&amp;p=irol-irhome</a></p>
	<p><i>What was your annual sales volume over last three (3) years?</i></p>	<p>2020 Revenues \$9,710,000,000                  2019 Revenues \$10,647,000,000                  2018 Revenues \$11,015,000,000</p>
<p>Capabilities related to ordering, returns, reporting, and overall website ease-of-use</p>	<p><i>Provide relevant information regarding your ordering process and overall shopping experience.</i></p>	<p>Region 10 ESC Participating Members’ buyers and authorized users have access to Office Depot’s fully, integrated, real time, Business-To-Business e-Commerce website. You receive high reliability 24/7 availability with live inventory while ordering, a rolling 12-month order history downloadable to create your own reports, comprehensive invoice and POD review, all within a user friendly and secure environment.</p> <p>Office Depot provides a modern, secure, one-stop reference/research website that enables you to increase productivity, reduce expenses, and lower your overall cost of ownership of products and services. Region 10 users will have full access to the latest technology, consistent with reliability and security, to quickly and effectively do their shopping and research with us when they wish 24/7. More than 325,500 mid to large size organizations with over 1,388,000 users comprise about 75% of our contract business directly through the Internet because it the easiest and most efficient method for them.</p> <p><b>Our Electronic Commerce Leadership and Experience:</b>                  Region 10 ESC Participating Members benefit from our experience as a founding member of the OBI, advanced Internet ordering web site, and extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. These are some of the capabilities and advantages. We look forward to the opportunity to discuss these options with you and partner to customize according to your business needs.</p> <p><b>Excellent Management Tools:</b></p> <ul style="list-style-type: none"> <li>• <b>Online Reporting</b> – why ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.), your reports, your format</li> <li>• <b>Bulletin Board</b> – you communicate program information to your users and post your logo</li> <li>• <b>Billing Information</b> – POD verification, reprints of invoices or packing slips, online <i>live</i></li> <li>• <b>Email Approval Release</b> – online email approval release (HTML) with Smart Phone functionality</li> <li>• <b>Price Verification</b> – see your contract prices on all items</li> <li>• <b>Credit Cards</b> - Real-time credit card authorization, no order hold during authorization</li> <li>• <b>Administrator User</b> – your management ‘Super Users’ have the ability to change personal profiles, add ship-to locations, approvals, add or remove users, etc.</li> </ul>

		<ul style="list-style-type: none"> <li>• <b>Create Profiles</b> – define parameters/capabilities/permissions for each user live online</li> <li>• <b>Group Login Identities</b> – optional single login for cost centers, locations, departments, etc.</li> <li>• <b>GPS Order Status</b> – know exactly where your orders are from the time you ‘click’ your order to when the packages arrive at your desk, including electronic signature capture</li> <li>• <b>Best Value Items</b> – your core items are identified and float to the top of all product searches</li> <li>• <b>4 Accounting Fields</b> – you customize/identify cost centers and billing/orders information</li> </ul> <p><b>Easy to Use:</b></p> <ul style="list-style-type: none"> <li>• <b>Shopping Lists</b> – create Organization wide ‘best value’ lists and buyers Personal items lists</li> <li>• <b>Real Time Inventory</b> – enables intelligent choices based on <i>live</i> inventory while ordering</li> <li>• <b>Subscriptions</b> –enables customers to receive automatic deliveries of your favorite products. There are no commitments, no obligations, or fees; you can cancel a subscription at any time.</li> <li>• <b>Online Backorder</b> – intelligent backorder information, providing alternative options as you order</li> <li>• <b>Online Returns</b> – simplest and fastest method for item return and full credit</li> <li>• <b>Order Reminders</b> – schedule reoccurring or one-time reminders</li> <li>• <b>Future Orders</b> – flexible delivery dates, or build your shopping cart for later orders</li> <li>• <b>Advanced Search</b> – narrow your results by product, category, description, use, price, size, etc.</li> <li>• <b>Toner/Ink Find</b> – fast search by manufacturer, make, and model for supplies for your machine.</li> <li>• <b>Compare Items</b> – side-by-side comparisons, describing function, and capabilities</li> <li>• <b>Order Notification</b> – detailed user information on your approved orders</li> <li>• <b>Live Online Chat</b> – instant message customer service any questions on a product recommendation, order status, or online web functionality 8 AM – 11 PM ET weekdays</li> </ul> <p><b>Many Categories – Huge Selection:</b></p> <ul style="list-style-type: none"> <li>• <b>30K items</b> – available next day</li> <li>• <b>Print on Demand</b> – download your customized jobs directly on the same site and have them delivered with your supplies</li> <li>• <b>Technology Products</b> – select from over 300,000 products from more than 500 manufacturers</li> <li>• <b>Furniture</b> – order from over 1,000 furniture items stocked in our warehouses</li> <li>• <b>Workspace Facilities</b> – hundreds of the most common cleaning products and janitorial supplies you need in stock</li> <li>• <b>Promotional Items</b> – put your logo/brand or special event information on just about anything</li> <li>• <b>Brand Identity</b> – download and create your own stationary, or pull from your private stocked items already created</li> </ul> <p><i>Please see attached “Performance Capabilities Exhibit 2.”</i></p>
	<p><i>Describe any integrations your organization can provide with other platforms.</i></p>	<p>Office Depot is consistently one of the largest B2B providers worldwide. Our robust and award-winning website has been recognized for its user friendliness and high volume of activity. Office Depot has extensive third-party ERP integration experience, with over 9000 Business to Business Trading Network relationships</p>

Here is a short list of companies/platforms which we've integrated:

ERP and Finance Systems:

- Banner
- Microsoft - Great Plains
- Lawson
- Munis
- Oracle including Oracle Fusion
- Ormed
- PeopleSoft
- ReqLogic
- SAP (Now SAP/Ariba)
- Customers using IBM AS400 systems

Also, many customers using ERP have also worked with various marketsite or middleware providers to integrate with Office Depot. Office Depot worked with the following such providers.

- Aeroxchange
- Allison Royce & Associates
- Ariba (now SAP/Ariba)
- BuyerQuest (now Varis)
- Coupa
- DSSI
- eSchool Mall / Mercury Commerce
- Elcom
- Epylon
- ePS (eProcurement Services)
- Hubspan/Liasion Technologies
- Hubwoo
- IBX
- Infor (aka Datastream)
- Ivalua
- Jaggaer (Sciquest)
- JP Morgan/XIGN
- OB10 (Tungsten Network)
- Ops Technology(RealPage)
- eProcurement Services

		<ul style="list-style-type: none"> <li>● Periscope/NIGP Codes</li> <li>● P2P Solutions</li> <li>● Procurement Partners</li> <li>● Puridiom</li> <li>● UNSPSC.org</li> <li>● Quadrem</li> <li>● Skyward</li> <li>● Unimarket</li> <li>● Verian</li> <li>● Workday</li> <li>● Adelpo Captial</li> <li>● Spend Management</li> </ul>
<p>Training &amp; Implementation</p>	<p><i>Describe training or support you provide to help agencies through the ordering process and to take advantage of bulk buys or other special offers.</i></p>	<p>End-user training and contract awareness incorporate a range of initiatives which include:</p> <ul style="list-style-type: none"> <li>● Website User Guides: These comprehensive guides are available online in Adobe Acrobat PDF format.</li> <li>● Ongoing Support: Our eBusiness help desks and local customer care teams are available to all your end users.</li> <li>● Website Tutorials: We provide end users with simple-to-use online tutorials to assist them with ordering procedures.</li> <li>● Web Conferencing: Our eBusiness teams establish a net conferencing training service for remote locations as needed.</li> <li>● Customer Care Representatives: Our customer care representatives are available to assist any buyers, new hires or new to position, who need assistance on our ordering website throughout the contract term. Feel free to contact Customer Care by phone 888.777.4044 or email <a href="mailto:bsdcustomercare@officedepot.com">bsdcustomercare@officedepot.com</a>.</li> </ul>
	<p><i>Outline any implementation or other resources you provide to help onboard customers, including but not limited to setting up ordering processes, installation of furniture/copiers/hardware/etc., or setting up maintenance if necessary</i></p>	<p>Region 10 ESC Participating Members selects Office Depot as its office essentials partner launching the transition process. Our assigned Implementation Team meets with your key personnel determining all elements of our relationship and developing the structure to ensure that the program meets your needs. Progress milestones and team member responsibilities are clearly identified and communicated.</p> <p><b>Implementation Team Roles and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>● Introduce key stakeholders</li> <li>● Review account performance requirements</li> <li>● Identify required account set up information to be provided to the implementation team</li> <li>● Review invoice and reporting requirements</li> <li>● Review delivery requirements</li> <li>● Review approval workflows</li> </ul> <p><b>Implementation Project Plan and Checklist</b></p>



		<p>Region 10 ESC Participating Members’ implementation plan establishes a jointly agreed set of activities and timetable for all significant events, from contract award to launching full-scale service delivery. The plan enables us to:</p> <ul style="list-style-type: none"> <li>• Set project scope and requirements</li> <li>• Agree on short, medium &amp; long-term objectives, schedule reviews</li> <li>• Outline roles and responsibilities for each activity</li> <li>• Establish dependencies between key activities</li> <li>• Control processes for monitoring and reporting progress</li> <li>• Outline contract criteria between both parties</li> <li>• Confirm ordering methodologies and eBusiness strategies</li> </ul> <p><b>Implementation Checklist</b> Your checklist itemizes all operational aspects of the contract, facilitating communication between all parties. It provides a key method of monitoring progress with agreed objectives, which include:</p> <ul style="list-style-type: none"> <li>• Outlining local account structure</li> <li>• Collating data</li> <li>• Planning customer site visits and onsite training requirements</li> <li>• Tracking logistics and warehousing requirements</li> <li>• Specifying local service-level agreements</li> </ul> <p><b>Communication Needs</b> Clear communication assures successful transition of suppliers and smooth implementation of your new contract including:</p> <ul style="list-style-type: none"> <li>• A list of all stakeholders and their information requirements</li> <li>• Reports, emails and newsletters</li> <li>• Key pieces of information related to the contract</li> </ul> <p><b>Program Launch and Marketing</b> Maximizing contract compliance and Region 10 ESC Participating Members’ value, Office Depot provides a detailed program launch ensuring your end users are aware of our new partnership. We launch our program with a series of marketing activities including:</p> <ul style="list-style-type: none"> <li>• Office Depot Welcome Letter introducing the benefits of the contract</li> <li>• Schedule of live training</li> <li>• Easy-to-understand online user guide</li> <li>• Introduce Web Site Tutorials</li> </ul>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p>	<p>Region 10 ESC Participating Members’ usage information from Office Depot is accurate, reliable, current, live, and available online 24/7. Your management decisions are only as accurate as the usage data. <i>We focus on the success of your supply program.</i> We actively help you reduce costs in your program. Through Business Reviews, we measure your trends in spend, product selection, and local details to help you drive</p>

		<p>usage to your contract core aggressively priced items and ensure the core reflects your current requirements.</p> <p><b>Online Reporting</b> Participating Members' general account and order information is live online for 12 rolling months. You can:</p> <ul style="list-style-type: none"> <li>• Manage visibility to information based on your user roles</li> <li>• Download, create, analyze, and print usage history</li> <li>• Sort the history of the purchases by product type, PO, buyer, and ship-to location</li> <li>• Manage and control your spending on office supplies</li> </ul> <p>Your Region 10 ESC Administrator (Super User) will permit Participating Member's end users who will have access to view your online history.</p> <p>Ad hoc reports are emailed electronically within 48-72 hours of your request. The general format is in Excel, but Participating Members can be set up to receive CSV files automatically by email. Office Depot identifies desired report formats sending them on a prescheduled basis or by request.</p> <p><b>Online Reporting Dashboard</b> You have a powerful self-service budget management tool available online:</p> <ul style="list-style-type: none"> <li>• Your spending patterns with at-a-glance charts and graphs</li> <li>• Your savings and office supply benchmarks</li> <li>• Insights to online user activity and behavior</li> </ul> <p>Our website includes a reporting dashboard. This highly innovative self-service tool:</p> <ul style="list-style-type: none"> <li>• Allows real-time access to important account information</li> <li>• Displays year-to-date and monthly spend analysis by ship-to, cost center, and user</li> <li>• Identifies opportunities to utilize additional Office Depot services that can result in cost savings</li> <li>• Features real-time video overview of account activity and data export capability</li> <li>• The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.</li> </ul>
	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>Office Depot is committed to providing a safe environment in which our associates work and our customers shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication and supervision. Safety is an underlying value that we actively promote and practice every business day. Office Depot's Safety and Health program relies on each associate's active involvement to achieve our safety expectations.</p> <p>The Office Depot safety program is led by the Director of Environmental Health and Safety along with our Environmental Health and Safety Manager Supply Chain and Environmental Health and Safety Manager Corporate and Retail who oversee safety processes for their respective businesses. Additionally, 45 Field Loss Prevention &amp; Safety Managers help drive field safety leadership to both our retail and supply chain locations.</p>

		<p>Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.</p> <ul style="list-style-type: none"> <li>• Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.</li> <li>• Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.</li> </ul> <p>Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.</p> <p>Office Depot understands the importance of preventing injuries and protecting the safety and health of our associates. Each year, company Loss Prevention &amp; Safety Plans for each business are developed to provide site leadership with the programs, policies, and resources necessary to abide with all state and federal regulations. Some of these components include:</p> <ul style="list-style-type: none"> <li>• Regulatory Requirements</li> <li>• Behavioral Safety Observations</li> <li>• Incident Investigation and Root Cause Analysis</li> <li>• Safety Metric Reporting</li> <li>• Near Miss Analysis</li> <li>• Bi Annual Safety and Loss Prevention Audits</li> <li>• Safety Mentor Program for underperforming locations</li> </ul> <p>Office Depot has also established a comprehensive Safety and Health Management Process. This process strives to prevent accidents and encourages associate awareness and participation, in order to comply with all OSHA regulations and company best practices.</p> <p>Our EMR for 2020 is 0.75.</p> <p><i>Please see attached "Performance Capability Exhibit 3."</i></p>
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**Qualification and Experience (25 Points)**

	<p><i>Provide a link to your company's website</i></p>	<p><a href="http://www.officedepot.com">www.officedepot.com</a> and <a href="http://business.officedepot.com">http://business.officedepot.com</a></p> <p>Office Depot has a demonstration login. The information is as follows:</p> <ul style="list-style-type: none"> <li>• Type in: <a href="https://business.officedepot.com">https://business.officedepot.com</a></li> <li>• LoginName: bid production</li> <li>• Password: production</li> <li>• Click: Login</li> </ul>
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	<p>Please provide a brief history of your company, including the year it was established.</p>	<p>Please note: The prices shown on this website do not reflect the prices offered in the proposal.</p> <p>Founded in 1986, Office Depot has gradually become a leading global provider of products, services and solutions to small, medium and enterprise customers. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workspace products, services and solutions. With the acquisition of CompuCom in 2017, Office Depot expanded its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.</p> <p>In 2020, Office Depot, Inc. merged with and into Office Depot, LLC. All assets, obligations, contracts, and employees of Office Depot, Inc. are now held by Office Depot, LLC as “successor in interest by merger.” All officers of Office Depot, Inc. have been appointed officers of Office Depot, LLC and maintain the same titles. In recent years, Office Depot has made strategic U.S. acquisitions of Office Product Companies in various regions.</p> <p>In May 2021, Office Depot announced that it is commencing, at the direction of the Board of Directors, to split the existing company into two public stock companies and the details of this action have been and will be provided to the SEC and available at <a href="http://www.officedepot.com">www.officedepot.com</a> as this progresses. This action will not negatively impact our customers as the resulting companies will have interoperating agreements to service customers as we have in the past.</p> <p>Furthermore, Office Depot does not believe there have been any material changes in operating performance or financial position that would impact the services offered. Likewise, Office Depot does not believe there have been any material changes in the last financial year beyond those reported in public SEC filings.</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</p>	<p>Yes. Currently, Region 10 ESC is an active customer purchasing approx. \$90,000 in supplies in calendar year 2021.</p>
<p>Experience and qualification of key employees</p>	<p>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</p> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p>Office Depot’s dedicated team of Cooperative Contract Program Managers will be responsible for the implementation of the Region 10 ESC Contract. This dedicated team of people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the Region 10 ESC contracts. Training will include webinars highlighting the details of the program and positioning of the Equalis Group &amp; Region 10 ESC office supplies and related supplies offering.</p> <p>See attached “Qualifications and Experience Exhibit 4”</p>
<p>Past experience working with the public sector</p>	<p>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</p> <p>What is your strategy to increase market share in the public sector?</p>	<p>As Office Depot does not publicly report account specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response.</p> <p>Public Sector remains a key growth strategy for Office Depot. Our acquisition teams are trained to pursue new agencies and we will continue to leverage our relationships with more than 20,000 public sector entities to grow from within. We will identify supplier consolidation opportunities and needs for new solutions in highly changing environments. Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications.</p>

<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot’s ability to support our customers or affect our ability to meet the stated requirements in this RFP.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Please note that Office Depot considers references to be proprietary.</p> <p><b>Greater Cleveland Regional Transit Authority</b>                  1240 W 6th St.                  Cleveland, Ohio 44113                  Sharee H. Lewis, MBA                  Manager, Support Services                  216.356.3277                  slewis@gcrta.org                  Office Depot account for 5 years                  Description of Services – Office Supplies, Toner, Furniture                  Annual Volume – \$78,000 in 2021</p> <p><b>Fairfield County</b>                  210 E Main St, RM 301                  Lancaster, Ohio 43130                  Kelly Donley                  740.652.2810                  kelly.donley@fairfieldcountyohio.gov                  Office Depot account for 10 years                  Description of Services – Office Supplies, Toner, Furniture and Cleaning and Break Room                  Annual Volume – \$24,000 in 2021</p> <p><b>City of Toledo</b>                  1 Government Center, Suite 2020                  Toledo, Ohio 43604                  Natalie Bronaugh                  419.-936.2696                  natalie.bronaugh@toledo.oh.gov                  Office Depot account for 5 years                  Description of Services – Office Supplies, Toner, Furniture and Cleaning and Break Room                  Annual Volume – \$197,000 in 2021</p> <p><b>Eastern Michigan University</b>                  130 Business and Finance BD                  Ypsilanti, Michigan 48197                  Travis Teymeyer                  734.487.1024                  ttemeyer@emich.edu                  Office Depot account for 6 years</p>

		<p>Description of Services – Office Supplies, Toner, Furniture and Cleaning and Break Room Annual Volume – \$110,000 in 2021</p> <p><b>Lucas County</b> 1100 Jefferson Ave, FL 1 Toledo, Ohio 43604 Mary Kunckel Acting Deputy Director Support Services mkunckel@co.lucas.oh.us 419.213.4508-Office Office Depot account for 10 years Description of Services – Office Supplies, Tech, Toner, Furniture and Cleaning and Break Room Annual Volume – \$460,000 in 2021</p>
Certifications in the Industry	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	<p>Office Depot will provide current licenses, registrations and certifications for any M/WBE, HUB, DVBE business entities we partner with for this Region 10 ESC opportunity, as well as small and disadvantaged business certifications and other diverse business certifications if applicable.</p>
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>Authorized Distributor, Value-Add Reseller</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>N/A</p>
	<p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>	
<p><b>MWBE Status and/or Program Capabilities (10 Points)</b></p>		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>As a business entity, Office Depot does not hold any diversity certifications such as MWBE, SBE, DVBE, HUR or HUBZone. However, we partner with business entities meeting all these categories.</p>

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

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

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

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

Our Supplier Diversity team includes:

- Noelle Ordonez, Strategic Diversity Manager, Tier 1
- Tira Mann, Consultant, Supplier Diversity Strategy Tier I Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II
- Kelly Byrd, Sr. Manager, Implementation Services, Tier 1
- John Rodgers, Director, Customer Implementation, Tier 1

Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:


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

	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Yes. Office Depot has a mentor program by which we serve to help diverse suppliers improve as their organizations and business climate changes. The mentorship includes monthly meetings for program review. We regularly review program details including marketing materials, sales tactics, financials, and program alignment to growth strategy of the company. Office Depot provides access to our leadership in various areas to help improve on a targeted area identified for enhancement.</p> <p><b>Diversity:</b> an important dimension of Inclusion, Innovation, and Customer Focus</p> <p>Diversity is integrated into these three dimensions of Office Depot’s core values. Respect for each individual employee and customer is a critical part of the Office Depot culture. Office Depot's core values of integrity, innovation, inclusion, accountability and customer focus are excellent guideposts as we strive to ensure that all people are treated as individuals without prejudgments or stereotyping. Our goal is to build and sustain an inclusive culture and to gain the strength that individual differences bring. We take the following actions to achieve this policy:</p> <ul style="list-style-type: none"> <li>• Recruiting a workforce that is reflective of the communities in which we do business.</li> <li>• Providing a work environment based on honesty and mutual respect.</li> <li>• Ensuring that all people related decisions are made objectively, based on merit.</li> <li>• Utilizing a base of diverse suppliers</li> </ul> <p><b>Vision</b> To enhance and improve our diversity and inclusion programs across and between all areas of our organization allowing us to best serve our customers, our associates, and our communities.</p> <p><b>Purpose</b> Integration, communication and awareness of diversity and inclusion programs and practices across our organization is imperative to the success of our vision and mission as well as our continued leadership as a corporate citizen.</p> <p><b>Advisory Committees</b> Focused and active leadership around critical areas that drive strong Diversity &amp; Inclusion efforts</p> <ul style="list-style-type: none"> <li>• Associate Development &amp; Support</li> <li>• Community Outreach</li> <li>• Business Advisors</li> <li>• Workforce Diversity</li> </ul> <p><b>Awards and Recognition</b> <b>2021:</b></p> <ul style="list-style-type: none"> <li>• Recognized as 2021 Best Place to Work for LGBT Equality by the Human Rights Campaign Foundation; earned perfect score for a tenth consecutive year.</li> </ul> <p><b>2020:</b></p>
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		<ul style="list-style-type: none"> <li>• <a href="#">Office Depot Earns a Perfect Score on the 2020 Corporate Equality Index</a> and recognized as Best Place to Work for LGBT Equality by the Human Rights Campaign Foundation.</li> <li>• Named Top Employer on 2020 Best of the Best list by Black EOE Journal, Hispanic Network Magazine, and Professional Woman’s Magazine</li> <li>• Recognized as one of America’s Top Corporations for Women’s Business Enterprises</li> <li>• Recognized by LATINA Style Magazine as a 2020 Top 50 Best Companies for Latinas to Work for in the U.S.</li> <li>• Recognized as “2020 Best of the Decade for Supplier Diversity” by Minority Business News magazine</li> </ul> <p>Office Depot is open to providing this program for Equalis Group.</p> <p>If you are a current customer with new initiatives or a new customer with unique business needs, Office Depot can develop a customized plan designed to help you meet your supplier diversity goals.</p> <p><b>Office Depot Tier I: National network</b></p> <p>Network structure (Certifications)</p> <ul style="list-style-type: none"> <li>• Minority Business Enterprise (MBE)</li> <li>• Minority and Women Business Enterprise (M/WBE)</li> <li>• Women Business Enterprise (WBE)</li> <li>• Lesbian, Gay, Bisexual or Transgender Business Enterprise (LGBTBE)</li> <li>• Veteran Business Enterprise (VBE)</li> <li>• Service-Disabled Veteran Business Enterprise (SDVBE)</li> <li>• Disabled Business Enterprise (DBE)</li> <li>• Small Business Enterprise (SBE)</li> <li>• HUBZone</li> </ul> <p>Tier II: Catalog and Resource Guide  Tier II: Services and solutions  Subscription Services; Office Depot Automatic – Stay supplied, Stay successful</p>
<p>Please attach any certifications you have as part of your response to Form 6.</p>		
<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>Office Depot will work with each participating agency to help them accomplish their specific diversity objectives in the geography or certifications needed. We did not engage any small or diverse suppliers to specifically respond to this RFP. Office Depot already has partnerships with a number of Tier 1 providers nationally, a number of small/diverse manufacturers that we make their products available to our customers and a number of small/diverse suppliers that we procure from. For more information please visit: <a href="https://www.officedepot.com/cm/help/diversity?cm_sp=FooterLinks-_-AboutUs-_-Diversity">https://www.officedepot.com/cm/help/diversity?cm_sp=FooterLinks-_-AboutUs-_-Diversity</a></p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE</i></p>	<p>Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind, in order to give diverse suppliers, the best opportunities to grow and prosper. We actively seek out promising diverse</p>

	<p><i>subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.</p> <p>Our program is made up of three dimensions: Tier I (reseller), Tier II, and Procurement. The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:</p> <ul style="list-style-type: none"> <li>• Enhance capabilities of diverse suppliers</li> <li>• Expand the capacity of diverse suppliers to compete more effectively</li> <li>• Increase turnover of all diverse supplier products</li> <li>• Leverage other corporations to create large-scale diverse supplier opportunities</li> <li>• Increase market reach and density</li> <li>• Increase purchases from diverse suppliers</li> <li>• Reduce buying costs of doing business for all suppliers and vendors</li> </ul>
<p><b>Commitment to Service Equalis Group Members (10 Points)</b></p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Office Depot will involve executive regional and local leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy <b>within the first 10 days</b> of the contract. Executive leadership is kept informed of this opportunity and will be prepared with their go-to-market strategy.</p> <p>Office Depot has a loyal, long-standing cooperative public agency base of more than 20,000 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the Region 10 ESC program and position itself as a leader in this space by leveraging the following strengths:</p> <ul style="list-style-type: none"> <li>• A powerful brand name and loyal Office Depot customers</li> <li>• Extensive K-12 knowledge and large customer base</li> <li>• Efficient marketing and sales capabilities and execution</li> <li>• Long term customer relationships</li> <li>• Breadth of vendors/brands and vast selection of supplies and equipment</li> <li>• Collaborative Marketing with industry leaders</li> <li>• Showcase quality private brand program and environmentally preferable options</li> </ul> <p>We will use the following marketing vehicles to communicate the benefits of the Region 10 ESC contract, the value Office Depot provides and our commitment to public sector:</p> <ul style="list-style-type: none"> <li>• Email</li> <li>• Web</li> <li>• Social Media</li> <li>• Direct Mail</li> <li>• Co-branded on-line catalogs</li> </ul>

		<ul style="list-style-type: none"> <li>• DemoFlick video – An infographic style video</li> </ul>  <p>The infographic displays six marketing activities: Monthly Direct Mailer (envelope icon), Monthly Company eNewsletter (envelope with @ icon), Sample Box (box with stars), Events (person at screen icon), Face-to-Face Meetings (two people talking icon), and Calls (phone icon). Specific event dates are listed: [ Boston Regional Meeting, October 30, 2018 ] and [ Customer's Annual Conference, November 10, 2018 ].</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Office Depot will begin training and education of the sales force within the first 20 days by utilizing Microsoft Teams meetings, conference calls, regional meetings, Corporate communications, executive leadership announcements and our collateral management system, Seismic, which will make training materials accessible to all field reps at any time needed, thus furthering the reach of the training materials.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Acknowledged. Office Depot agrees to provide its logo(s) to Equalis Group / Region 10 ESC and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify.</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p> <p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Office Depot has the most comprehensive reporting capabilities in the industry. We will report monthly sales through this agreement. We will report monthly sales through this agreement. We will report monthly sales to Equalis Group through this agreement.</p> <p>Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.</p> <p><b>Online Dashboard:</b> This highly innovative self-service tool:</p> <ul style="list-style-type: none"> <li>• Allows real-time access to important account information</li> <li>• Displays year-to-date and monthly spend analysis by ship-to, cost center, and user</li> <li>• Identifies opportunities to utilize additional Office Depot services that can result in cost savings</li> <li>• Features real-time video overview of account activity and data export capability</li> <li>• The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.</li> </ul> <p>Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment and procurement initiatives. In developing this portfolio, Office Depot utilizes a limited number of cooperative partners. Office Depot continues and will continue to serve public sector agencies using the “best fit” methodology, which may include National &amp; Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office</p>

		<p>Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to ensure the seamless execution and ongoing management of our Equalis Group/Region 10 ESC/Office Depot contract. This multi-disciplinary approach will include the following:</p> <ul style="list-style-type: none"> <li>• <b>Merchandising Team</b> – goes to market focused specifically on the public sector</li> <li>• <b>Pricing Group</b> – ensures that items reflect contract pricing at all times</li> <li>• <b>Contract Compliance Team</b> – ensures that all bidding and pricing practices are in compliance and uphold the Region 10 ESC/Office Depot partnership agreement</li> <li>• <b>Legal Team</b> – provides guidance on contract execution and supports ongoing regulatory needs</li> <li>• <b>Marketing Team</b> – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers</li> <li>• <b>Green Staff</b> – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives</li> <li>• <b>Ecommerce Team</b> – continually offers innovative solutions to answer the ever-changing demands of today’s procurement professionals</li> <li>• <b>Training Organization</b> – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions</li> <li>• <b>Finance and Billing Departments</b> – provide efficient reporting and billing solutions to meet the evolving needs of our Region 10 ESC Participating Agencies</li> <li>• <b>Customer Service Organization</b> – understands the nuances of large contracts and works to provide participating agencies with top notch customer care</li> <li>• <b>Delivery Network</b> – provides dependable next-day delivery supported by industry-leading order tracking solutions</li> <li>• <b>Sales Organization</b> – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer’s needs first. The sales organization (both acquisition teams and retention teams) will be trained on the benefits of the new cooperative contract and Office Depot will continue with the “best fit” philosophy. The Sales Team will also work with Equalis on joint targets when appropriate.</li> </ul>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Office Depot has approximately 1,200 Sales Representatives and Sales Support Team members working with our BSD contract customers. This includes those who would be covered by the proposed contract.</p> <p>Our public sector customers and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our BSD Sales Team. These sales teams are located throughout the United States.</p>

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## Performance Capability Exhibit 1

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate Office	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766
HI	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173
IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E Lewis And Clark	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046

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ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320
VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

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## Performance Capability Exhibit 2

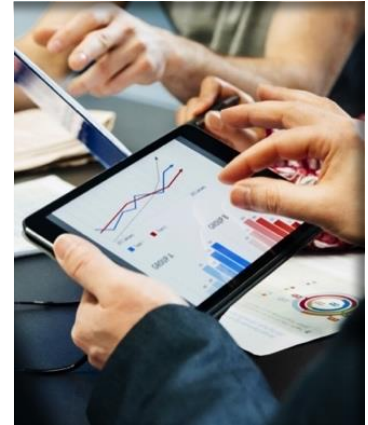
### Approval Routing

The optional automated order approval process is managed by a Region 10 ESC Participating Member Super User directly, online, live with each buyer capable of having a unique approver hierarchy or as your organization needs for your account. The notifications and approvals are handled by email and may be multi-level if desired. Proxy approvers can be assigned when the scheduled approver is unavailable.

### User Profiles

Your Super User Account Management Capabilities: This option permits pre-appointed Participating Member Super User(s) to control individual user Account Management details such as:

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



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

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

Region 10 ESC Participating Members will gain tangible financial and budget management benefits using our online powerful tools including:

**Online shopping tool helps end-users compare items, save money, and go green. Three different tools will be activated at your option as a cost-saving feature:**

- ▲ **Best Value** - advises end users of your contract core list items during the shopping process. Example: Your end-user places a package of self-stick notes in their cart that is not part of your core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

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- ▲ **Private Brand** - makes lower cost alternative suggestions during the shopping process; however, your recommended private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If you authorized comparable item in a private brand with a lower cost, that alternative will be suggested.
- ▲ **Green Products**- will suggest your preapproved items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The cart will suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Region 10 ESC Participating Members may select to have only one or any combination of all to your account based upon your business needs. All these tools allow end users to make better purchasing decisions to meet their business needs.

## **Online Dashboard: This highly innovative self-service budget management tool:**

- ▲ Allows real-time access to important account information
- ▲ Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- ▲ Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- ▲ Features real-time video overview of account activity and data export capability

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



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## Performance Capability Exhibit 3

Office Depot is committed to ensuring our associates and customers are provided a safe and healthy environment. It is our intent to comply with all U.S. Federal and State safety and health regulations and standards.

Office Depot also utilizes a robust safety program to ensure on-going training, communication and supervision is provided to drive the culture of safety. This program is owned by the Director of Environmental, Health, and Safety. It is administered by leadership with oversight from Safety Consultants and field Loss Prevention and Safety Managers.

The table below shows Office Depot OSHA Recordable Incident Rate (RIR) for 2017 through 2020.

Supply Chain						
Year	Avg # of Employees	Hours Worked	# of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	# of Fatalities
2017	4,718	10,469,979	227	4.30	5	0
2018	5,227	10,102,362	254	5.02	5.2	0
2019	4,941	10,372,523	224	4.30	5.2	0
2020	4,241	7,736,756	185	4.78	4.9	0

Our process measures the Total Incident Rate (TIR) as a metric of injuries that require medical care beyond first aid. The table below shows Office Depot Lost Work Incident Rate for 2017 through 2020.

Supply Chain								
Year	Avg # of Employees	Hours Worked	# of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Count Loss Time Cases	Loss Time Case Rate	# of Fatalities
2017	4,718	10,469,979	227	4.30	5	73	1.39	0
2018	5,227	10,102,362	254	5.02	5.2	101	2.00	0
2019	4,941	10,372,523	224	4.30	5.2	69	1.33	0
2020	4,241	7,736,756	185	4.78	4.9	82	2.12	0

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## Qualifications and Experience Exhibit 4

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### Executive Support

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Stephen Mohan

Executive Vice President; BSD

- 2 years w/ Office Depot
- BA – Bridgewater State University
- (561) 438-4800 | [stephen.mohan@officedepot.com](mailto:stephen.mohan@officedepot.com)

Develop strategies and tactics to support BSD sales teams and create value for our Public Sector customers. Works cross-functionally to ensure all departments within Office Depot BSD are aligned and supporting the partnership goals and objectives.



Steve Blyth

Sr. Vice President, BSD

- 1 Year w/Office Depot
- 22 years with Cintas Corporation
- (630) 418-0217 | [Steven.blyth@officedepot.com](mailto:Steven.blyth@officedepot.com)

Steve was named Senior Vice President of the Business Service Division in February 2020. He is responsible for Office Depot's growth strategy in North America for the mid-market and strategic customer segment which includes acquisition and retention. Before taking on this current role, Steve served in various Senior leadership roles over a 22-year career with Cintas.

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## Program Sales and Account Management Team



Brian Abromovage

VP, Business Development & Public Sector, Buying Groups

- 11+ Years w/ Office Depot
- Kings College – Marketing
- (570) 613-0461 | [brian.abromovage@officedepot.com](mailto:brian.abromovage@officedepot.com)

Responsible for development of strategic customers, Healthcare GPO's, Private Buying Groups, Federal Government/Military Stores, and International Business



Valya Broyer

Director – Strategic Partnerships

- 30+ Years w/ Office Depot
- (303) 704-8107 | [valya.broyer@officedepot.com](mailto:valya.broyer@officedepot.com)

Responsible for a team of 11 that manages our private sector buying groups and our public sector cooperative contracts that are utilized nationally.



Billy Grimmett

Program Manager, Public Sector Education, and Government

- 21+ Years w/ Office Depot
- BS – East Carolina University
- (704) 236-4409 | [billy.grimmett@officedepot.com](mailto:billy.grimmett@officedepot.com)

Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth..



Ronald Hubbell

Strategic Program Manager, Buying Groups

- 20 + years w / Office Depot
- (405) 476-0289 | [ronald.hubbell@officedepot.com](mailto:ronald.hubbell@officedepot.com)

Responsible for the growth and management of buying groups that consists of Public and Private Sector programs. Drives growth by working with the GPO's, cooperative marketing partners, and local sales teams.

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Frank Zarrillo

K-12 Instructional Lead Consultant

- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years’ service
- (908) 894-0556 | [frank.zarrillo@officedepot.com](mailto:frank.zarrillo@officedepot.com)

Drives initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.



Jennifer Jimenez

National Program Manager, Public Sector

- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 | [Jennifer.jimenez@officedepot.com](mailto:Jennifer.jimenez@officedepot.com)

Responsible for the cultivation & management of public sector cooperative contracts used nationally by Office Depot.

## Sales Support

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Les Levy

Service Consultant- Public Sector & International

- 25+ Years – Office Supply Industry Experience (5 years with Office Depot)
- (646) 573-1004 | [les.levy@officedepot.com](mailto:les.levy@officedepot.com)

Providing support to the public sector program managers managing the public sector cooperatives used nationally.



Diane Turley

Global Service Consultant

- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 | [diane.turley@officedepot.com](mailto:diane.turley@officedepot.com)

Providing support to the public sector program managers managing the public sector cooperatives used nationally.

# Office DEPOT® OfficeMax®

## Contracts & Contract Compliance Management

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Valya Broyer  
Director – Buying Groups

- 30+ years w/ Office Depot
- (303) 704-8107 | [valya.broyer@officedepot.com](mailto:valya.broyer@officedepot.com)

Team manages private sector buying groups and public sector cooperatives ultimately responsible for management of contracts.



Jean P. Davis  
Sr. Consultant Sales Contract BSD, Pricing Compliance

- 20+ Years w/ Office Depot
- Chesapeake College – Paralegal Studies
- (443) 889-7670 | [jean.davis@officedepot.com](mailto:jean.davis@officedepot.com)

Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

# Office DEPOT® OfficeMax®

## Marketing

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Sharon Bobowski  
Senior Manager - Marketing

- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 | [sharon.bobowski@officedepot.com](mailto:sharon.bobowski@officedepot.com)

Manages team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our contract relationships



Charles Kasprzak  
Senior Marketing Analyst

- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 | [charles.kasprzak@officedepot.com](mailto:charles.kasprzak@officedepot.com)

Support Marketing strategies and annual operating plans by working with GPO/Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engages with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for “Federation” members – recent office supply company acquisitions by Office Depot.



Carla Fulmore  
Senior Marketing Analyst

- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 - [carla.fulmore@officedepot.com](mailto:carla.fulmore@officedepot.com)

Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and season BTS events.

# Office DEPOT. OfficeMax®

## Billing and Financial Reporting

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Richard Calhoun

Sr. Manager, Customer Rebates

- 8 Years w/ Office Depot
- BS in Accounting, Northeastern University
- (561) 395-4001 | [richard.calhoun@officedepot.com](mailto:richard.calhoun@officedepot.com)

Rich manages the Customer Rebate Team for the Business Solutions Division. He works closely with the Sales Team to develop pricing and rebate structures best suited to the customer's served under the Region 4 Program and with his team, Sales, Accounting and Finance to assure that all rebate calculations and reporting are accurate and payments are made on a timely basis.

## Accounts Payable Team

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Accounts Payable Team


- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131

Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.





State of Florida  
Department of State

I certify the attached is a true and correct copy of the application by OFFICE DEPOT, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on August 13, 2020 , as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000277707. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M20000007035.

Authentication Code: 020A00015422-081420-M20000007035-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourteenth day of August, 2020



*Ronald R. Lee*  
Secretary of State

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:*

1. Office Depot, LLC  
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware (Jurisdiction under the law of which foreign limited liability company is organized)      3. 59-2663954 (FEI number, if applicable)

4. Upon Qualification  
(Date first transacted business in Florida, if prior to registration.)  
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 6600 North Military Trail  
(Street Address of Principal Office)

6. Same  
(Mailing Address)

Boca Raton, FL 33496

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324  
(City) (Zip code)

**Registered agent's acceptance:**

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

C T Corporation System

By:   
(Registered agent's signature)

**Alfred Younan**  
**Assistant Secretary**

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input checked="" type="checkbox"/> Manager	Name: <u>N. David Bleisch</u>	<input type="checkbox"/> Manager	Name: <u>Richard Leland</u>
<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>	<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>
<input type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>	<input checked="" type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>
Person		Person	<u>SVP &amp; Chief Accounting Officer</u>
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

<input checked="" type="checkbox"/> Manager	Name: <u>Diego Anthony Scaglione</u>	<input type="checkbox"/> Manager	Name: <u>Richard A. Haas</u>
<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>	<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>
<input type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>	<input checked="" type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>
Person		Person	<u>VP &amp; Treasurer</u>
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

<input type="checkbox"/> Manager	Name: <u>Lorna R. Simms</u>	<input type="checkbox"/> Manager	Name: <u>Joseph G. White</u>
<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>	<input type="checkbox"/> Member	Address: <u>6600 North Military Trail</u>
<input checked="" type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>	<input checked="" type="checkbox"/> Authorized	<u>Boca Raton, FL 33496</u>
Person	<u>Secretary</u>	Person	<u>Assistant Secretary</u>
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

**Important Notice:** Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

*N. David Bleisch*  
Signature of an authorized person

N. David Bleisch  
Typed or printed name of signee

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "OFFICE DEPOT, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF AUGUST, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



  
Jeffrey W. Bullock, Secretary of State

3033159 8300

SR# 20206611299

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203419147

Date: 08-06-20



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** OFFICE DEPOT, INC.  
**Trade Name:**  
**Address:** 6600 NORTH MILITARY TRAIL  
BOCA RATON, FL 33496-2434  
**Certificate Number:** 0094745  
**Effective Date:** July 01, 1994  
**Date of Issuance:** May 20, 2020

**For Office Use Only:**  
**20200520093157288**

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
CERTIFICATE OF AUTHORITY

OFFICE DEPOT, LLC  
0600469089

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Limited Liability Company organized under the laws of Delaware, has complied with all the requirements of Title 42:2C of the New Jersey Statutes, and that the business or activity of said Foreign Limited Liability Company to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Limited Liability Company filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed August 28th, 2020.*



Certificate Number: 142397297

Verify this certificate online at

<https://www.njportal.com/DOR/businessrecords/Validate.aspx>

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 10th day of September, 2020*

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

Elizabeth Maher Muoio  
State Treasurer

Mail to: PO Box 308  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

Overnight to: 33 West State St.  
5th Floor  
Trenton, NJ 08608-1214

**"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name:  
Office Depot, LLC

2. Type of Business Entity: F I C  
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose :  
(See Instructions, Page 22, Item 3)  
SEE ATTACHMENT

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If indefinite or Perpetual, leave blank):  
FLC

6. State of Formation/Incorporation (Foreign Entities Only):  
Delaware

7. Date of Formation/Incorporation (Foreign Entities Only):  
06/09/2020

8. Contact Information:  
Registered Agent Name: C T Corporation System

FILED  
AUG 28 2020  
STATE TREASURER

Registered Office:  
(Must be a New Jersey street address)

Main Business or Principal Business Address

Street 820 Bear Tavern Road

Street 6600 North Military Trail

City West Trenton

Zip 08628

City Boca Raton

State FL

Zip 33496

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600469089

Name	Street Address	City	State	Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature

Name

Title

Date

Jennifer Kurz, Manager

8/6/2020

**Attachment to New Jersey**

**Nature of the LLC's Business**

Retail, Internet sales and distribution of office supplies, computer supplies, furniture, technology products and related services.



**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Office Depot, LLC

Title of Authorized Representative: Vice President

Mailing Address: 6600 North Military Trail, Boca Raton, FL 33496

Signature: *Elizabeth Gray*

**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Office Depot, LLC

Title of Authorized Representative: Vice President

Mailing Address: 6600 North Military Trail, Boca Raton, FL 33496

Signature: Elizabeth Gray

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

*Elizabeth Gray*

\_\_\_\_\_  
Signature of Respondent

1/19/2022

\_\_\_\_\_  
Date

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it 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 Respondent complies and maintains compliance with the appropriate statutes 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 Region 10 ESC Participating entities in which work is being performed.

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**Fingerprint & Criminal 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 if requested 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 the appropriate state and federal laws 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 Respondent shall comply with fingerprinting requirements in accordance with appropriate 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.

*Elizabeth Gray*

Signature of Respondent

1/19/2022

Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Office Depot, LLC

**ADDRESS** 6600 North Military Trail

Boca Raton, FL 33496

**PHONE** 561.438.4800

**FAX** 888.813.7272

**RESPONDANT**

Elizabeth Gray  
Signature

Elizabeth Gray

Printed Name  
on behalf of: Ronald Hubbell

Strategic Program Manager, Buying Groups  
Position with Company

**AUTHORIZING OFFICIAL**

Elizabeth Gray  
Signature

Elizabeth Gray

Printed Name

Vice President  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2022-839154

Date Filed:  
 01/11/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Office Depot, LLC  
 Boca Raton , FL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 10 ESC

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 #R10-1128  
 Office Supplies and Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Elizabeth Gray, and my date of birth is 04/25/1971.

My address is 3600 Suncadia Trl Unit 5036, Cle Elum, WA 98922, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.  
 Executed in King County, State of WA, on the 1/19/2022 day of 2022.  
(month) (year)

*Elizabeth Gray*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? EG  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? EG  
(Initials of Authorized Representative)



**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<b>Office Depot, LLC</b>	<b>6600 North Military Trail</b>	
Company Name	Address	
<b>Boca Raton</b>	<b>FL</b>	<b>33496</b>
City	State	Zip

**PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? EG

(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? EG

(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? EG

(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? EG

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? EG

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? EG

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? EG

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? EG

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? EG

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? EG

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? EG

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? EG

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? EG

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? EG

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Office Depot, LLC

---

Company Name

*Elizabeth Gray*

---

Signature of Authorized Company Official

Elizabeth Gray

---

Printed Name

Vice President

---

Title

1/19/2022

---

Date

## **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.



**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

*Elizabeth Gray*

1/19/2022

Signature of Respondent

Date

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Office Depot, LLC

**Street:** 6600 North Military Trail

**City, State, Zip Code:** Boca Raton, FL 33496

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I  Elizabeth Gray \_\_\_\_\_, an authorized representative of \_\_\_\_\_ Office Depot, LLC \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
The ODP Corp (6600 North Military Trail, Boca Raton, FL 33496)		wholly owns Office Depot, LLC. 100%
Blackrock, Inc.	NYC	(14.3% - ODP Corp)
Vanguard Group, Inc. (The)	Malvern, PA	(10.03% - ODP Corp)

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Elizabeth Gray Vice President  
**Authorized Signature and Title**

1/19/2022  
**Date**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

Company Name: Office Depot, LLC  
Street: 6600 North Military Trail  
City, State, Zip Code: Boca Raton, FL 33496

State of ~~New Jersey~~ KIA

County of KITTITAS

I, Elizabeth Gray of the CLE ELUM  
Name City

in the County of KITTITAS, State of WA of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President of the firm of Office Depot, LLC  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Office Depot, LLC  
Company Name

Elizabeth Gray  
Authorized Signature & Title

Subscribed and sworn before me

this 11 day of Jan, 2022

Shelden  
Notary Public of ~~New Jersey~~ Washington  
My commission expires 05/19, 2024



SEAL



**OFFICE DEPOT, LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

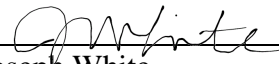
The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, LLC, a limited liability company formed under the Delaware Limited Liability Company Act (the "LLC"), and that, as such, he is authorized to execute this Certificate on behalf of the LLC, and further certifies that:

1. The LLC is a limited liability company duly formed and in good standing under the laws of the State of Delaware; and
2. Elizabeth P. Gray serves as Vice President, Business Development, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the LLC.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 8<sup>th</sup> day of July, 2020.



OFFICE DEPOT, LLC

By:   
Joseph White  
Assistant Secretary

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

Company Name: Office Depot, LLC  
Street: 6600 North Military Trail  
City, State, Zip Code: Boca Raton, FL 33496

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
\_\_\_\_\_
- OR
- 2. A photo copy of their Certificate of Employee Information Report  
X  
\_\_\_\_\_
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302)  
\_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education \_\_\_\_\_
- B. Approved Federal or New Jersey Plan – certificate enclosed X  
\_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Elizabeth Gray Vice President

1/19/2022

**Authorized Signature and Title**

**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 1356

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2028**

OFFICE DEPOT, LLC  
6600 NO. MILITARY TRAIL  
BOCA RATON FL 33496



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

*Elizabeth Gray*

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Signature of Procurement Agent



**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Office Depot, LLC		
Address:	6600 North Military Trail		
City:	Boca Raton	State: FL	Zip: 33496

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*Elizabeth Gray*

Elizabeth Gray

Vice President

Signature

Printed Name

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE – N/A			\$

Check here if the information is continued on subsequent page(s)

**Continuation Page**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

N/A

### PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Limited Partnership

Limited Liability

Corporation

Limited Liability

Partnership

Sole Proprietorship

Corporation

Subchapter S

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The ODP Corp (Parent Company)	Name: Blackrock, Inc.
Home Address: Boca Raton, FL 33496	Home Address: New York City, NY
Name: Vanguard Group, Inc. (The)	Name:
Home Address: Malvern, PA 19355	Home Address:
Name:	Name:
Home Address:	Home Address:

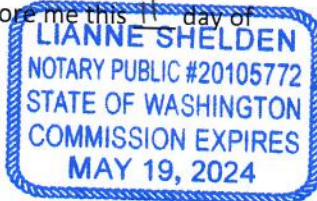
Subscribed and sworn before me this 11 day of

January, 2022

(Notary Public)

My Commission expires:

May 19, 2024



(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Elizabeth Gray

ELIZABETH GRAY VICE

PRESIDENT

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**See attached Clarifications/Exceptions.**

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**Office Depot, LLC Clarifications/Exceptions to  
REGION 10 ESC/EQUALIS GROUP  
REQUEST FOR PROPOSAL #R10-1128 FOR:  
OFFICE SUPPLIES AND RELATED PRODUCTS AND SERVICES**

Office Depot believes that the below present a very minor departure from the RFP and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

## SECTION 1

<u>Page</u>	<u>Clarification</u>
8	6.2. Price value and coverage. Office Depot strikes this section in its entirety. Office Depot offers competitive pricing to each customer based on several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.
8	6.3 Pricing format. •Category Percentage Discount: In this scenario, the catalog used as the price basis should be from a verifiable price list or catalog. Office Depot clarifies: the catalog "may be either printed or virtual".
8	6.4. Other Discounts or Enhanced Pricing: Participating public agencies <del>should</del> <b>may</b> seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. Strike "should" and insert "may".
8	6.5. Other Restrictions and Fees: Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Sixty Dollar (\$60.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee.

## SECTION 3

<u>Page</u>	<u>Clarification</u>
3	1.1 Office Depot seeks clarity as the Section is ambiguous and overly broad.
4	1.4 The Vendor shall respond to such requests within one (1) working day after receipt of the request. Office Depot clarifies: The Vendor will strive to respond to such requests within one (1) working day after receipt of the request. Complexity of requests could drive longer response times.
4	2.1 . The Contractor agrees that Region 10 ESC shall have the right, <del>at its sole option,</del> <b>with mutual agreement of the Vendor,</b> to renew the Contract for two (2) additional one-year periods or portions thereof. Office Depot strikes "at its sole option" and inserts "with mutual agreement of the Vendor".
4	3.3 3.3 Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements. Office Depot strikes in its entirety. Office Depot offers competitive pricing to each customer based on



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	<p>several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.</p>
4	<p>4.2 Form of contract A Participation Agreement will not be required unless Vendor agrees to any customization. A sample Participation Agreement is included in our response.</p>
4	<p>4.4 Assignment of Contract. Office Depot takes exception and responds: Neither party may assign this Agreement without the prior written consent of the other party, except that Office Depot (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement. In Q3 of 2021 Office Depot publicly announced the separation of the Business Solutions Division and its Retail Division. Effective May 1, 2022, Office Depot, LLC will assign all of its right, title and interest to its affiliate, ODP BSD.</p>
5	<p>5. Termination of Contract. Office Depot requires mutual termination rights.</p>
5	<p>5.3 Office Depot strikes: "In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred."</p>
6	<p>5.4 Force Majeure. Office Depot inserts: pandemics. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; <b>pandemics</b>; landslides</p>
6	<p>5.5 Standard Cancellation: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time. Office Depot requires 180 business days' notice of cancellation.</p>
7	<p>7.5 Additional charges Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Sixty Dollar (\$60.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee.</p>
7	<p>8.1 Payments: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. Office Depot inserts: Invoices are due twenty (20) days from the date of invoice. Vendor shall establish participating Member's credit limit, which may be lowered (or Vendor may refuse to ship any orders) if at any time: (a) participating Member is delinquent in making payments to Vendor; (b) participating Member is in breach of any resulting agreement; or (c) participating Member's credit standing becomes impaired or reasonably unsatisfactory to Vendor. In certain instances, orders may be paid using a credit card; provided, however, if participating Member elects to use a credit card as a form of payment, payment is due at the time of purchase.</p>
7	<p>9.2 Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be</p>

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	<p>notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.</p> <p><del>Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.</del></p> <p><del>It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.</del></p> <p>Office Depot strikes from the second sentences through the end of Section 9.2 and adds the following: In the event of any extraordinary changes in the market, including but not limited to tariffs and costs impacted by raw materials or supply and demand, Office Depot will have the right to adjust the pricing of the Products immediately upon providing written notice to the Customer to reflect such price increases.</p>
8	<p>10.1 Audit rights. Office Depot clarifies: Subject to confidentiality agreements between Office Depot and third parties, and no more than annually, Customer, at its expense, may audit Office Depot's books and records to determine whether Office Depot extended the correct pricing. Any third-party auditor used must be approved by Office Depot, and must execute a non-disclosure agreement. Office Depot may dispute the results of any audit, and will refund any overcharges to Customer (and Customer will refund any undercharges to Office Depot). Other conditions may apply.</p>
9	<p>11.2 Discontinued products: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model, <b>if available</b>. Office Depot strikes "by the manufacturer" and inserts at the end of the sentence "if available".</p>
9	<p>11.3 New products/Services: New products and/or services that meet the scope of work may be added to the contract. <del>Pricing shall be equivalent to the percentage discount for other products.</del> Office Depot strikes the last sentence.</p>
9	<p>11.6 Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing . Office Depot strikes. Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.</p>
9	<p>11.7 Buy American requirement Office Depot strikes. Our assortment includes products that are not "Buy American". Products that meet the requirement are designated on our website.</p>
9	<p>12.3 Registered sex offender restrictions Office Depot clarifies: "If fingerprints are required, Office Depot will need associate's consent to be finger-printed. Office Depot does not make this a condition of employment for its associates. In the event an employee chooses not to have fingerprinting done, which is their right, they would need to be replaced on the account with someone who agrees to be fingerprinted. As it relates to subcontractors, Office Depot is not able to fingerprint third parties and would have to have the subcontractor agree to fingerprint their own employees."</p>
11	<p>13.3 Indemnity Office Depot inserts "<b>third party</b>" before "claims", "<b>negligent</b>" prior to "actions of Vendor" and adds to the end of the section: "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."</p>
11	<p>13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement.</p>

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	Office Depot adds to the end of the sentence, “ in accordance with the Office Depot Trademark Policy and Procedures.” Office Depot will provide upon award.
11	13.6.1 Insurance Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Office Depot inserts after shall “endeavor to” and change “ten (10) days” to “thirty (30) days”.
11	13.7 Subcontracts/Sub Contractors: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Office Depot clarifies: “Vendor, without obtaining written consent from Region 10 ESC, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Vendor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.”
13	Paragraph after “Term of Contract”. Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by <del>Region 10 ESC.</del> <del>Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.</del> Office Depot strikes “Region 10 ESC”, inserts “both parties” and strikes the second sentence in its entirety. Administrative Fee will not be paid on any sales if the contract isn’t renewed.
15	Joint Marketing / Logo & Name Use Office Depot’s Trademark Policy and Procedures document will be added as an Exhibit.
16	Term & Termination. Office Depot strikes: Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in Appendix C, to Equalis that are generated by individual Program Participant’s purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant’s purchase of Products & Services following the termination of the Master Agreement.
16	Audit of Winning Supplier. Office Depot takes exception. Subject to confidentiality agreements between Office Depot and third parties, and no more than annually, Customer, at its expense, may audit Office Depot’s books and records to determine whether Office Depot extended the correct pricing. Any third-party auditor used must be approved by Office Depot, and must execute a non-disclosure agreement. Office Depot may dispute the results of any audit, and will refund any overcharges to Customer (and Customer will refund any undercharges to Office Depot). Other conditions may apply.
18	Assignment. Office Depot takes exception and responds: Neither party may assign this Agreement without the prior written consent of the other party, except that Office Depot (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement. In Q3 of 2021 Office Depot publicly announced the separation of the Business Solutions Division and its Retail Division. Effective May 1, 2022, Office Depot, LLC will assign all of its right, title and interest to its affiliate, ODP BSD. “Equalis acknowledges that on May 1, 2022 (“Assignment Effective Date”), this Agreement shall be assigned by Office Depot, LLC to ODP Business Solutions, LLC, a Delaware limited liability company (“ODP BSD”). As of the Assignment Effective Date, Vendor hereby assigns all of its right, title and interest under the Agreement to ODP BSD, and ODP BSD hereby assumes all obligations under the Agreement.”
Appendix C page 5	1.Administrative Fee. On or before the fifteenth (15th) of each month, Office Depot strikes “fifteenth (15 <sup>th</sup> )” and changes to “thirtieth (30 <sup>th</sup> ) and strikes “All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.”

## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

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

**PARTICIPATION AGREEMENT**

This Participation Agreement (“Participation Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between \_\_\_\_\_ (“Participant”) and Office Depot, LLC, a Delaware limited liability company (“Office Depot”) with principal offices located at 6600 North Military Trail, Boca Raton, FL 33496.

**WHEREAS**, on \_\_\_\_\_, 2021, \_\_\_\_\_ (“XXX”) awarded Office Depot Contract \_\_\_\_\_ for Office Supplies (the “Master Agreement”), which permits entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

**WHEREAS**, Office Depot wishes to provide to Participant products and/or services subject to the Agreement and as set forth herein;

**WHEREAS**, Participant desires to obtain such products and/or services from Office Depot as the primary supplier subject to the Agreement and as set forth herein.

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

1. **INCORPORATION.** This Participation Agreement incorporates herein by reference the Agreement and any future amendments thereto as if fully set forth herein and gives the Agreement and any amendments thereto full force and effect as between Participant and Office Depot.
2. **PRICING.** Office Depot agrees to supply to Participant those office products and services as set forth in the Agreement.
3. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and run coterminous with the Initial Term and any Renewal Term of the Master Agreement. Either party may terminate this Participation Agreement without cause by providing the other party with thirty (30) days prior written notice.
4. **PAYMENT TERMS.** Office Depot shall submit to Participant on a monthly basis an invoice for all purchases. Invoices are due twenty (20) days from the date of invoice.

Office Depot shall have the right to establish the credit limit of Participant and Office Depot shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) Participant is delinquent in making payments to Office Depot; or (b) in Office Depot’s reasonable opinion, Participant’s credit standing becomes impaired or reasonably unsatisfactory to Office Depot.

In certain instances, orders may be paid using a credit card; provided, however, if Participant elects to use a credit card as a form of payment, payment is due at the time of purchase.

5. **NOTICES.** All notices, requests, demands and other communications under this Participation Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to Office Depot:	Office Depot, LLC. 6600 North Military Trail
---------------------	---

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

Boca Raton, Florida 33596  
Attn: Vice President

With a copy to:

Office Depot, LLC.  
6600 North Military Trail  
Boca Raton, Florida 33496  
Attn: Office of the General Counsel

If to Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**5. ASSIGNMENT.**

Neither party may assign this Agreement without the prior written consent of the other party, except that Office Depot (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement.

**IN WITNESS WHEREOF** the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

**OFFICE DEPOT, LLC.**

**[PARTICIPANT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE  
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

1/19/2022

Date

*Elizabeth Gray*

Vice President

Authorized Signature & Title

**Exemptions:**

Page 21 (column 3, row 2) of 92 and

Page 22 (column 3, row 1) of 92

Office Depot considers customer references to be proprietary and thereby exempt from disclosure through the Public Information Act policy. In addition to the fact that this information is proprietary to Office Depot, due to confidentiality obligations owed to many of our customers, we do not publicly disclose our customers.

**PROPOSAL FORM 22: VENDOR CONTRACT AND 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 proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Office Depot, LLC

Address 6600 North Military Trail

City/State/Zip Boca Raton, FL 33496

Telephone No. 561.438.4800

Fax No. 888.813.7272

Email address bsdcustomercare@officedepot.com

Printed name ~~Elizabeth Gray~~  
Vice President

Position with company

Authorized signature *Elizabeth Gray*

Upon acceptance of Office Depot’s proposal, any resulting agreement shall be subject to final negotiation and approval of our Legal Department prior to execution.

**Term of contract** March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_



**14. CONTRACT SIGNATURE FORM**

**Please note:** A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Prices are guaranteed: **120 days**

Company name	Office Depot, LLC	
Address	6600 North Military Trail	
City/State/Zip	Boca Raton, FL 33496	
Telephone No.	561.438.4800	
Fax No.	888.813.7272	
Email address	bsdcustomer@officedepot.com	
Printed name	Elizabeth Gray	Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to final negotiation and approval of our Legal Department prior to execution.
Position with company	Vice President	
Authorized signature	<i>Elizabeth Gray</i>	

**Term of contract** March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_

## REQUEST FOR PROPOSAL FOR OFFICE SUPPLIES AND RELATED PRODUCTS AND SERVICES

### AMENDMENT 2

#### EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1110



Publication date	12/03/2021
Product or service	Office Supplies and Related Products and Services
RFP #	R10-1128
Proposal due date	01/20/2022
Proposal submittal location	<a href="https://region10.bonfirehub.com/portal/?tab=login">https://region10.bonfirehub.com/portal/?tab=login</a>
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is issuing this amendment for Request for Proposals R10-1128 for Office Supplies and Related Products and Services in order to:

1. Postpone the due date for proposals by one week to 2 pm CT on 01/20/22

Responses will be accepted until 01/20/2022 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org) by 4:00 pm Central Time on January 19th, 2022, to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2:00 pm Central Time on January 20th, 2022 after all submissions have been received.

The due date for asking questions will remain the same; questions are still due by 5 pm CT on December 16, 2021.

All other instructions, terms and conditions, questions, and scope remains unaltered unless further amended by Region 10 ESC at a later date.

**PROPOSAL FORM 22: VENDOR CONTRACT AND 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 proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Office Depot, LLC

Address 6600 North Military Trail

City/State/Zip Boca Raton, FL 33496

Telephone No. 561.438.4800

Fax No. 888.813.7272

Email address bsdcustomercare@officedepot.com

Printed name Elizabeth Gray

Position with company Vice President

Authorized signature *Elizabeth Gray*

**Acknowledgement of Amendments 1 & 2 (please initial)** EG

**Term of contract** March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.