

TIPS VENDOR AGREEMENT

Between _____ and

(Office Depot, Inc.)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)**For**

RFP 180403 Office and School Supplies Products and Services (48 State Storefront Coverage)

General Information

The Vendor Agreement ("Agreement") made and entered on this day of May 7, 2018 ("Effective Date") into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and Office Depot, Inc. a Delaware corporation located at 6600 North Military Trail, Boca Raton, FL 33498 (hereinafter referred to as "Office Depot" or "Vendor"). This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

National Program.

TIPS will act as a group purchasing organization and will provide Vendor with access to its members who complete the registration process set forth below in the Registration section ("Members"). Vendor shall supply to Members those office products and services as set forth herein during the "Initial Term" (as hereinafter defined) and any "Renewal Term" (as hereinafter defined) (the "Program"). Members shall not resell products purchased under this Agreement. Vendor reserves the right to terminate any individual Member's participation in the Program immediately upon written notice to Member in the event such Member's participation violates the terms and conditions of this Agreement.

Registration.

In order to receive the Program pricing offered hereunder, Members will be responsible for registering for the Program by accessing the online registration to be established by Vendor during implementation of the Program. Members shall provide Vendor with all information reasonably required by Vendor to facilitate shipment and billing of any items purchased.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Notwithstanding the foregoing, a small order handling fee shall be applied to orders and set forth below:

Order Size	Handling Fee
.01 - \$24.99	\$9.95
\$25.00 - \$49.99	\$7.95
\$50.00 --	\$0.00

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing. Vendor otherwise disclaims any and all warranties, including implied warranties of fitness or the warranty of merchantability to the fullest extent permitted by law. Vendor will pass through to Members all manufacturer-supplied end-user warranties on all products sourced to Members pursuant to this Agreement.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after written receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in

writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. **Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. The Davis Bacon Act is not applicable.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of the other party. Payment can only be made to the awarded Vendor or vendor assigned company. Notwithstanding the foregoing, Vendor may assign this Agreement to any of its subsidiaries or affiliates at any time, and in connection with the transfer or sale of all or substantially all of its business related to this Agreement.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for a Five (5) year term with an option for renewal for additional one (1) consecutive year if both parties agree. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties. TIPS Member's credit limit shall be established by Vendor, who reserves the right to lower TIPS Member's credit limit or refuse to ship any orders if at any time: (a) TIPS Member is delinquent in making payments to Vendor or is otherwise in breach of this Agreement; or (b) TIPS Member's credit standing becomes impaired or reasonably unsatisfactory to Vendor.

PRICING

Core List Pricing.

Vendor agrees to supply to TIPS, and its Members, those office products and services as set forth in Exhibit A attached hereto (the "Core List") at the prices set forth therein. With the exception of paper

and toner/ink items, Core List pricing will be held firm for 180 days from the Effective Date and thereafter will be updated no more than one time per twice per 180-day period. Pricing for paper and toner/ink items on the Core List will be held firm for 90 days from the Effective Date and thereafter will be updated no more than one time per 4 times per 90-day period. Pricing updates to Core List items will be made in accordance with the pricing terms and conditions set forth above. In addition to, and notwithstanding the above, the products and services on the Core List may be updated from time to time (to address additions, deletions, substitutions, and alternate products) upon notification by Vendor to TIPS (including via e-mail).

Non-Core List Pricing.

Items not on the Core List ("Non-Core Items"), but which are identified in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order ("BSD Catalog"), will be priced at a discount up to 60% off of list price, and as more specifically set forth below, exclusive of bulk pricing discounts or other specials. BSD Catalog pricing will be updated each calendar quarter. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (i) products in the following categories (as such categories are identified on **www.officedepot.com**): Technology, Custom Printing, Breakroom Supplies, Food and Beverage, Copy and Print Services, Promotional Products, Furniture, Mail Room and Shipping Supplies, Gift Cards, and Warranties; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "Excluded Categories"). Non-Core Items that are not identified in the BSD Catalog shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot in its discretion and will be presented to the Customer at the point of sale or otherwise at the time of order placement. Items within product categories shall be determined by Vendor in its sole discretion in accordance with its standard classifications

Product Category	Discount From List
Paper	60%
General Office Supplies	60%
Ink and Toner	30%
Remaining categories	20%

Price discounts will be honored according to the terms of the solicitation. However, the Vendor shall honor previous discounts for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees.

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

REBATES.

For purposes of this Agreement, "Spend" shall mean the cumulative paid-for purchases under the Program, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties, and "Contract Quarter" shall mean the three (3) month period, commencing on the Effective Date and each subsequent three (3) month period thereafter during the Initial Term or any Renewal Term. "Contract Year" shall mean the twelve (12) month period, commencing on the Effective Date and subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term. Notwithstanding the foregoing, items within the product category of Technology ("Technology Items") shall be included for purposes of calculating the Annual Technology Rebate set forth more specifically below.

Quarterly Admin Fee.

Provided Members are in compliance with the payment terms set forth in the Agreement, Vendor shall pay TIPS a one percent (1%) Quarterly Admin Fee based on Program Spend per Contract Quarter. Fees will be paid to TIPS within sixty (60) days after the close of each Contract Quarter and will include a report as mutually agreed to by the parties outlining the Spend.

Member Annual Furniture Rebate ("Furniture Rebate").

Vendor will pay Participating Members a Furniture Rebate based on participating Members' Spend, provided that the Participating Member is in compliance with the payment terms set forth in the Agreement. The Furniture rebate shall be equal to one percent (1%) of Spend solely in the category of Furniture during each Contract Year, provided Spend in the category of Furniture exceeds fifteen percent (15%) of overall Spend per Contract Year. Items within the Furniture category shall be determined by Vendor in its sole discretion in accordance with its standard classifications. Applicable rebates will be paid to Members within sixty (60) days after the close of each Contract Year.

Member Annual Cleaning, Breakroom and Facilities Solutions Rebate ("CBFS Rebate").

Vendor will pay Participating Members a CBFS Rebate based on participating Members' Spend, provided that the Participating Member is in compliance with the payment terms set forth in the Agreement. The CBFS rebate shall be equal to two percent (2%) of Spend solely in the category of CBFS during each Contract Year, provided Spend in the category CBFS exceeds ten percent (10%) of overall Spend per Contract Year. Items within the CBFS category shall be determined by Vendor in its sole discretion in accordance with its standard classifications. Applicable rebates will be paid to Members **within sixty (60) days after the close of each Contract Year.**

Member Annual Technology Rebate ("Technology Rebate").

Vendor will pay Participating Members a Technology Rebate based on participating Members' Spend, provided that the Participating Member is in compliance with the payment terms set forth in the Agreement. The Technology rebate shall be equal to one half of one percent (.5%) of Spend solely in the category of technology during each Contract Year, provided Spend in the category technology exceeds fifteen percent (15%) of overall Spend per Contract Year. Technology Items shall be determined by

Vendor in its sole discretion in accordance with its standard classifications. Applicable rebates will be paid to Members within sixty (60) days after the close of each Contract Year.

Member Annual Copy Print Document (“CPD”) Rebate.

Vendor will pay Participating Members a CPD Rebate based on participating Members’ Spend, provided that the Participating Member is in compliance with the payment terms set forth in the Agreement. The CPD Rebate shall be equal to one percent (1%) of Spend solely in the category of CPD during each Contract Year, provided Spend in the category CPD exceeds ten percent (10%) of overall Spend per Contract Year. Items within the CPD category shall be determined by Vendor in its sole discretion in accordance with its standard classifications. Applicable rebates will be paid to Members within sixty (60) days after the close of each Contract Year.

Agency Annual Volume Rebate (“Agency Volume Rebate”).

Vendor will pay Participating Members an Agency Volume Rebate based on participating Members’ Spend, provided that the Participating Member is in compliance with the payment terms set forth in the Agreement. Agency Volume Rebates will be paid to Participating Members within ninety (90) days of the end of each Contract Year and will include a report as mutually agreed to by the parties outlining the Spend. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
\$100,000 - \$1,000,000	.5%
\$1,000,001 - \$2,500,000	1%
\$2,500,001 - \$4,000,000	1.5%
\$4,000,001 +	2%

Indemnity.

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney’s fees, arising out of, or resulting from, Vendor’s work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees.

Multiple Vendor Awards.

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation’s specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax.

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous.

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with

or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation.

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience.

TIPS and Vendor reserve the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with thirty (30) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures.

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement.

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses.

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation.

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements. (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor 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 TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking.

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

Marketing.

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS. Notwithstanding the foregoing, the terms and conditions relating to advertising and the use of trademarks are more particularly set forth in Exhibit B attached hereto.

Supplemental agreements.

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause.

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations.

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights.

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this Agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members.

Force Majeure.

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

Scope of Services.

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures.

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member

has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible but must make contact with the TIPS Member within two working days.

Scheduling of Projects.

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements.

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence. Notwithstanding the foregoing, in the event of a conflict, the terms and conditions of the Audit rights section shall govern.

Incorporation of Solicitation.

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES.

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North, Pittsburg, TX 75686.
 And by an email sent to bids@tips-usa.com

Insurance Requirements.

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy.

The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor shall endeavor to confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, Vendor shall endeavor to notify customer within 24 hours and appropriate action taken based on customer request.
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Exhibit A
Core List

Excel workbook as submitted with proposal and entitled "Office Depot 180403 Appendix A Pricing Form-TAB 1 only" is incorporated herein by reference as if copied verbatim.

Exhibit B
ADVERTISING AND TRADEMARKS

1. The Program shall be promoted and marketed via various forms of advertising in compliance with this Agreement. Office Depot may provide offers and promotions that can be used by Company to promote the Program to Members. Office Depot shall provide Company with advertising templates containing these offers and promotions ("**Templates**") to be used by Company in advertising and marketing materials distributed by Company to its Members. Permissible uses of the Templates are outlined in **Exhibit B-1**. Company shall not (i) change the Templates without the prior written approval of Office Depot; and (ii) use the Templates in any manner other than the permissible uses outlined on **Exhibit B-1**. No other form of advertising shall be considered permissible under this Agreement for Company's use to promote and market the Program other than the Templates provided to Company by Office Depot.
2. Office Depot grants to Company a nonexclusive, non-assignable, limited license to the Office Depot name and logo (collectively, the "**Office Depot Marks**") solely for the advertising and marketing purposes set forth herein. The use of the Office Depot Marks shall be pre-approved in writing by Office Depot and shall be in accordance with Office Depot's trademark usage guidelines marked as **Exhibit B-1**, as same are established from time to time. Company shall not use the Office Depot Marks in a manner that is disparaging to Office Depot or its products or services, or portrays Office Depot in a false, competitively adverse or poor light. Company's use of the Office Depot Marks under this Agreement, and the goodwill associated with such use, inures to the benefit of Office Depot, and Company shall not register or attempt to register, in any jurisdiction, any of trademarks or designations confusingly similar or dilutive of the Office Depot Marks. This provision shall survive the termination of this Agreement.
3. Company grants to Vendor a nonexclusive, non-assignable, limited license to Company's name and logo (collectively, the "**Company Marks**") solely for the advertising and marketing purposes set forth herein. The use of the Company Marks shall be pre-approved in writing by Company. Office Depot shall not use the Company Marks in a manner that is disparaging to Company or its products or services, or portrays Company in a false, competitively adverse or poor light. Vendor's use of the Company Marks under this Agreement, and the goodwill associated with such use, inures to the benefit of Company, and Vendor not register or attempt to register, in any jurisdiction, any of trademarks or designations confusingly similar or dilutive of the Company Marks. This provision shall survive the termination of this Agreement.
4. Each party represents, warrants and covenants that:
 - i. it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property required to enter into this Agreement and to perform the acts required of it hereunder;
 - ii. its performance under this Agreement, and/or the rights herein granted to the other party, will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under any agreement by which it is bound; and
 - iii. with respect to the performance of its obligations hereunder, it will comply with all applicable laws, rules and regulation.

EXHIBIT B-1
ADVERTISING

Use of Templates by Company:

- The Templates may be copied and used as flyers to be handed out to Members.
- The Templates may be incorporated into advertisements that are mailed out to Members.
- Company may include the Template in its regularly distributed publication that is distributed via email to Members. The Template may not be sent out as a stand-alone email by Company.
- Company may upload the Template as a page on Company's website.
- Company may feature a link on the Company website to the Template located on Office Depot's website.
- Vendor shall also provide abbreviated advertising messaging for an Offer to be included by Company in various forms of advertising in lieu of the full Template. Company shall not alter any abbreviated advertising messages provided by Vendor without the prior written approval of Vendor.

Members may not use a Template in any email advertising without the prior written approval of Vendor.

TIPS Vendor Agreement Signature Form

RFP 180403 Office and School Supplies Products and Services (48 State Storefront Coverage)

Company Name Office Depot, Inc.

Address 6600 N. Military Trail

City Boca Raton State FL Zip 33496

Phone 561-438-4800 Fax _____

Email of Authorized Representative susan.cummings@officedepot.com

Name of Authorized Representative Susan Cummings

Title Vice President

Signature of Authorized Representative 

Date 6/13/18



TIPS Authorized Representative Name Meredith Barton

Title Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 06/13/2018

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180403	Department Building		Telephone
Title	Office and School Supplies Products and Services (48 State Storefront Coverage)			Fax
Bid Type	RFP			Email
Issue Date	4/5/2018 09:02 AM (CT)	Floor/Room		
Close Date	5/18/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company Office Depot
 Address 6600 N Military Trail
 Boca Raton, FL 33496
 Contact
 Department
 Building
 Floor/Room
 Telephone (561) 438-4800
 Fax
 Email
 Submitted 5/17/2018 11:14:08 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Pam Pedler Email pam.pedler@officedepot.com

Supplier Notes

Bid Notes

The advertisement read "50 State" but the RFP published is amended to be only 48 states.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
2	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
3	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	<p>Office Depot is licensed to do business in all 50 states. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders of \$50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Orders less than \$50.00 will incur delivery fees as follows:</p> <p>Order Value (pre-tax) -- Delivery Fee \$24.99 and Below - \$9.95 \$25.00 – \$49.99 - \$7.95</p> <p>More specific delivery details and lead times for Alaska and Hawaii can be discussed as a follow up with TIPS, if desired, or will be specified in a final Supplemental Agreement with the Alaska or Hawaii if they desire to participate in the Agreement. Office Depot reserves the right to waive the small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements.</p>

4	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Office Depot, Inc. (NASDAQ:ODP) is a leading provider, with approximately 45,000 employees, of business services and supplies, products and technology solutions through its fully integrated omni-channel platform of approximately 1,400 stores, online presence, and dedicated sales professionals and technicians to small, medium and enterprise businesses. Through its banner brands Office Depot, OfficeMax, CompuCom and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion of establishing, growing, and operating their business. We have over 30 years of experience providing customized solutions that save organizations time and money. We pride ourselves on being a company that you can trust for a long-term partnership. As a leading global provider of products, services, and solutions for every workplace, we are our customers' resource and catalyst to help them work better. Office Depot is a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, facilities products, furniture, and school essentials. The company's portfolio of exclusive product brands include TUL, Foray, Brenton Studio, Ativa, WorkPro, Realspace and HighMark. Office Depot's charitable arm, The Office Depot Foundation, supports programs that enhance quality of life for children, strengthens communities, encourages local and international economic growth, and empowers schools and non-profit organizations. Office Depot and OfficeMax also provides resources and support to small businesses through its Business Solutions Center. The center provides informative tips, advice, articles, videos and more designed to help businesses achieve their goals.
5	Primary Contact Name	Primary Contact Name	Pam Pedler
6	Primary Contact Title	Primary Contact Title	National Program Manager, Public Sector
7	Primary Contact Email	Primary Contact Email	pam.pedler@officedepot.com
8	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(860) 883-9281

9	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
10	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
11	Secondary Contact Name	Secondary Contact Name	Glen Kromar
12	Secondary Contact Title	Secondary Contact Title	Director Public Sector Partnerships
13	Secondary Contact Email	Secondary Contact Email	glen.kromar@officedepot.com
14	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 996-3136
15	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
16	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
17	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Richard Calhoun
18	Admin Fee Contact Email	Admin Fee Contact Email	richard.calhoun@officedepot.com
19	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(561) 438-6132
20	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Pam Pedler
21	Purchase Order Contact Email	Purchase Order Contact Email	pam.pedler@officedepot.com
22	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(860) 883-9281
23	Company Website	Company Website (Format - www.company.com)	http://www.business.officedepot.com
24	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	59-2663954
25	Primary Address	Primary Address	6600 North Military Trail
26	Primary Address City	Primary Address City	Boca Raton
27	Primary Address State	Primary Address State (2 Digit Abbreviation)	FL
28	Primary Address Zip	Primary Address Zip	33496-2434

29 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Office Supplies, Cleaning Supplies, Cleaning and Breakroom Supplies. Rolls Towel, Bath Tissue, Folded Towels, Facial Tissue, Wipers / Industrial Towels, Sanitary Towels, Dispensers, Highmark Georgia Pacific - Kimberly Clark - Cascades - Solaris, Green Seal, EcoLogo®, Hand Sanitizers, Hand Soaps, Purell - Gojo - High ark - Dial - Georgia Pacific - Rubbermaid - Betco - Bobrick - San Jamar - Method - Lysol - Soft Soap - Simple Human - Aveeno - Vaseline - Lubriderm, Cleaners / Disinfectants, Hard Surface Cleaner, Restroom supplies, Chemical Dilution Products, Degreasers, Glass Cleaner, All Purpose Cleaner, Bathroom Cleaner, Carpet Cleaner, Hard Floor, Specialty Cleaners, Furniture Polish, Dish Soap, Cleaning Pads / Sponges, Air / Fabric Fresheners, Laundry Supplies, Restroom Supplies, Lysol - Clorox - Highmark - Betco - Diversey - 3M - Greenworks - Formula 409 - Pine Sol - Simple Green - Windex - Mr. Clean - Fabuloso - SC Johnson - Comet - Spic & Span - Seventh Generation - Aep - Goo Gone - Methord - WD40 - Pledge - Old English - Murphys Oil - Palmolive - Dawn - Ajax - Cascade - JOyu - SOS - Fabreze - Fresh Products - Lysol - Timemist - Airwick - Rubbermaid - Bright Air - Renuzit - Purex - All - Fab - Tide - Bounce - Wilen - Continental - Wilen - Rochester Midland - Kimberly Clark - GP Professional, Mops, Brooms, Utility Tools, Cleaning Carts, Buckets, Safety Signs, Maintenance Supplies, Vacuum Cleaners, Floor Machines / Burnishers, Dryers, Wet Dry Vacuum, Floor Pads, Hand Pads Floor Matting, Rubbermaid - Continental - WypAll - Silen - Swiffer - Unger - Clorox - 3M - Huskee - CMC - Clarke - Hoover - Oreck - Shark - Betco - Erreka - Electrolux - 3M - Andersen Mat - Ameripad - Crown Mat - Realspace - Master Caster

30 Yes - No

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

31	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
32	Company Residence (City)	Vendor's principal place of business is in the city of?	Boca Raton
33	Company Residence (State)	Vendor's principal place of business is in the state of?	Florida
34	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:</p> <p>State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
35	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
36	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
37	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	None – to the best of our knowledge
38	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%

40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	30
45	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

49	Texas HB 89- Texas Government code §2270 compliance	<p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.</p>	YES
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No
52	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
53	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	N/A

54 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid 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.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- | | | | |
|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 60 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	No
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Remedies Explanation of No Answer		N/A
68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		N/A
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		N/A
74	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
75	Acts or Omissions Explanation of No Answer		N/A
76	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>No</p>

81	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	Please see our attachment, Office Depot 180403 TIPS Exception Document for full details.
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
83	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	Please see our attachment, Office Depot 180403 TIPS Vendor Agreement Redlined and Office Depot 180403 TIPS Exception Document for full details.
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)
85	Yes - No	<p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p>	No
86	YES or NO	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?	NO

87 YES or NO

If yes to #86, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

NO

88 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to Attribute 87 of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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 a 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 or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Office Depot, Inc.

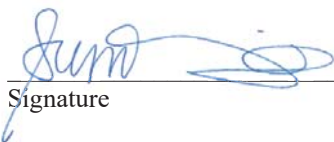
Name of Organization

6600 North Military Trail, Boca Raton, FL 33496

Address, City, State and Zip of Organization

Susan Cummings **Vice President**

Name & Title of Submitting Official



Signature

5/17/18

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

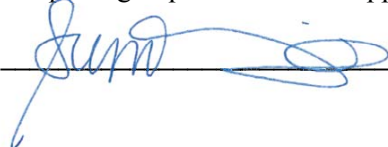
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:  _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

Office Depot does not share its employees' personal identifiable information. However, upon receipt of award, Office Depot will run background checks as required by any State Department and will provide to UWM attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony or in the Notice and in the Penal Code Section 1192.7

Office DEPOT.

OFFICE DEPOT, INC.


ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and
2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: 
Joseph White
Assistant Secretary



FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED
MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address

City

State

ZIP

Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Susan Cummings

Vice President

Printed Name authorized company officer

Title of authorized company officer

6600 North Military Trail, Boca Raton, FL 33496

(561) 438-4800

Address

City

State

ZIP

Phone

Signature _____

Date 5/17/18



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: Office Depot, Inc. State of Texas VID #: 59-2663954
Point of Contact: Pam Pedler Phone #: (860) 883-9281
E-mail Address: pam.pedler@officedepot.com Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 180403 Bid Open Date: 5/18/18

(mm/dd/yyyy)

Enter your company's name here: Office Depot, Inc.Requisition #: 180403**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Office Depot, Inc.Requisition #: 180403**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Office Depot, Inc.Requisition #: 180403**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

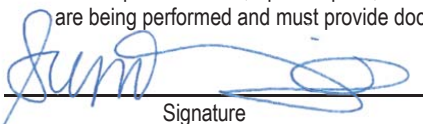
- ☒ - **Yes** (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

1. HUB-Office Depot Supply Chain Diversity Program.doc

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Susan Cummings
Printed Name

Vice President
Title

5/17/18
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

IMPORTANT: If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-a.pdf>.

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, to continue to SECTION B-4.)

☐ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than on .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

HUB-Supply Chain Diversity Program

Office Depot will partner with TIPS and its members to create Tier I and/or Tier II Programs wherever and whenever possible and requested.

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

Office Depot is proud to offer the most comprehensive Supply Chain Diversity model of its kind, in order to give HUBs the best opportunities to grow and prosper. We actively seek out promising HUBs (Historically Underutilized Businesses, which include: Certified Minority, Women, Disabled, Veteran, and Small [SBA 8(a), SDB, and HUB Zone] enterprises) to ensure equal opportunity in our supplier selection process.

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

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

Supply Chain Diversity Team includes:

- ▲ Darryl Thomas - Director, Supplier Diversity
- ▲ Tira Mann, Manager, Supply Chain Diversity responsible for Tier I Operations
- ▲ Carmen Deale, Manager, HUB Program Merchandising



This symbol identifies products in our assortment that were originally manufactured and/or distributed by a Historically Underutilized Business (HUB). A historically underutilized business is a business that has not historically had equal opportunities. Look for this symbol in Office Depot catalogs and online to find products that will help meet your diversity goals.

Office Depot offers a wide assortment of products that can help our customers meet their diversity spend goals. To view some of the items available in our HUB Catalog, go to:

<http://www.officedepot.com/specialLinks.do?file=/companyinfo/companyfacts/diversityhub.jsp&template=companyinfo>

The Goals of the Office Depot Supply Chain HUB Program are:

- ▲ To form strong partnerships with Historically Underutilized Businesses (HUBs)
- ▲ To pursue nationally certified HUBs that reflect today's diverse global marketplace

Office DEPOT® OfficeMax®

Taking care of business

- ▲ To insure that HUBs 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 HUBs in our national full line catalog
- ▲ To empower HUBs to become self-sustaining providers of goods and services to our customers and us

HUB Vendors

Our HUB Catalog has products available nationally. Our online virtual catalog is available at business.officedepot.com/HUB.

- ▲ Abisco
- ▲ AccuBanker
- ▲ Addendia
- ▲ [Alliance Rubber Co.](#)
- ▲ [Baumgarten's](#)
- ▲ BOXA/Marbles
- ▲ D & B Safety
- ▲ DME – Derrah Morrison Enterprises, LLC
- ▲ DiverselD
- ▲ Green Share LLC
- ▲ Hess Advanced Technologies
- ▲ Hoffman Technologies, Inc.
- ▲ [Image Projection West](#) - IPW
- ▲ Imprint Plus
- ▲ [Kleenslate Concepts](#)
- ▲ [KellyRest](#)
- ▲ LePage's
- ▲ M&A Global, LLC
- ▲ Mammoth Office Products
- ▲ [Master Manufacturing Co](#)
- ▲ [McKlein USA](#)
- ▲ [Nance Carpet](#)
- ▲ [Neutral Posture](#)
- ▲ [Officemate International OIC](#)
- ▲ 1 World Digital
- ▲ OutSmart
- ▲ Pointe International
- ▲ RPT Toner
- ▲ [Smead](#)
- ▲ South Coast Solutions

Office DEPOT® OfficeMax®

Taking care of business

- ▲ SJ Paper/Selco Industries
- ▲ Stride
- ▲ Timeless Frames ViewSonic Corporation
- ▲ VSM Imaging Supplies
- ▲ Workplace Solutions

Office Depot Diversity Catalog (HUB Catalog)

Office Depot recently released its 2018 Diverse Supplier (HUB) Catalog. The catalog highlights an assortment of more than 1,800 items ranging from paper and toner, to presentation boards, writing instruments, school supplies, furniture, technology, and desk accessories, with more than 600 products also containing eco-attributes or eco-labels. Office Depot was the first in the office supplies industry to create such a catalog when first released in 2009. The Diverse Supplier Catalog features Office Depot's complete assortment of products sold by diverse vendors and is available to the company's Business Solutions Division (BSD) customers. Office Depot's diverse suppliers are certified minority-, women-, disabled-, LGBT-, veteran-owned and small businesses. The Diverse Supplier Catalog provides opportunities for small and diverse-owned businesses to grow and succeed, and helps our customers in their supplier diversity purchasing initiatives.

New vendors to the catalog include DevMar Products, a woman- and minority-owned cleaning and janitorial supplier with patent-pending technology for a healthy workplace; Ergo Desktop, a woman-owned small business that offers ergonomic desktop products; Bonita's International, a woman-owned business that offers fashionable employee ID jewelry; Barker Creek, a woman-owned small business that offers fashion-forward K-12 classroom décor sets and educational materials; and Corporate Distribution Services Inc., a minority-owned business that provides candies for every occasion.

For Customers:

If you are a customer interested in receiving a copy of the HUB Catalog, please contact your Office Depot Sales Representative today.

Vendor Diversity (Tier II)

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

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

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

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

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Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive HUBs businesses. The team was officially created in 2002, but has already achieved so much. For example:

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

Since its inception, supplier diversity has accumulated spend with diverse suppliers of over \$235 million.

2016:

- ▲ Tier I Sales for 2016 = \$220,000,000 – 2% of Total Revenue
- ▲ Total Tier II Sales for 2016 = \$312,228,158 – 3% of Total Revenue

2015:

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

Tier I Reseller Program

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

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

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

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

- ▲ Brand association
- ▲ Purchasing power
- ▲ Efficient supply chain
- ▲ Marketing expertise
- ▲ Training expertise
- ▲ Ecommerce platform

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- ▲ Mentor-protégé support
- ▲ Customer Benefits

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

- ▲ Broader product assortment
- ▲ Easier order entry options
- ▲ Enhanced distribution capabilities
- ▲ Enhanced customer service
- ▲ MWDVE purchasing credit

2017 Awards





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Warranty Information

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.

Copy and Print Solutions

No two companies are alike. If you choose, together we'll identify how we can meet your Document Management, Print, and Promo needs. With certified specialists, we'll provide:

- ▲ Industry-leading document solutions
- ▲ National network of approximately 1,400 Copy Centers
- ▲ Secure closed-door printing facilities and online printing capabilities
- ▲ Thousands of cost-effective marketing tools and promotional products
- ▲ Award-winning customer service

Copy & Print Depot Services

Once we understand your unique needs, we'll develop a Custom Solutions Plan designed to impact your workplace and TIPS member's bottom line, through:

- ▲ Document Services
- ▲ Online Services
- ▲ Print Marketing Services
- ▲ Promotional Products
- ▲ Brand Identity
- ▲ Direct Mail

Comprehensive Document Services

Copy & Print Depot™ is your one-stop-shop for document services. Ensure consistency, save time and reduce costs with a single-source solution for all your copying and printing needs, with:

- ▲ Black & White and Color Copies
- ▲ Presentations & Manuals
- ▲ Flyers, Brochures & Newsletters
- ▲ Forms & Labels
- ▲ Online File Cabinet
- ▲ Document Shredding Services

Finishing Options with an Edge

Choose from a wide selection of stock, specialty and recycled paper along with multiple binding and cover options:

- ▲ Binding, Collating, Cutting, Stapling, Laminating, Mounting, Folding, Hole Punching, Kitting, Padding, Book Making, Shredding
- ▲ Create, store, manage, share and print documents on demand
- ▲ Get design help and quality results from our knowledgeable sales professionals and print specialists

Print on Demand

Through our Online Print Center, print everything from brochures, manuals and presentations to employee handbooks and catalogs. This is a fully integrated solution through our business.officedepot.com website. Capabilities include:

- ▲ Preview and proof online

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- ▲ Configure documents at the page level
- ▲ Select from dozens of printing and finishing options
- ▲ Receive confirmation within one hour from a certified print specialist
- ▲ Dedicated Call Center support

A web-to-print solution that allows a customer to:

- ▲ Upload a document
- ▲ Assign output configuration
- ▲ Route to an RPF or Office Depot store for print and fulfillment

Types of print includes:

- ▲ Copies
- ▲ Manuals
- ▲ Newsletters
- ▲ Legal Briefs
- ▲ Booklets
- ▲ Presentations
- ▲ Flyers
- ▲ Annual Reports
- ▲ Brochures
- ▲ Large format

Office Depot has two fully integrated Print-on-Demand (POD) solutions and one that is partially integrated into our website.

Fully Integrated Solution: Online Print Center is a web-to-print Office Depot solution that allows a customer to upload a document, assign output configuration, and route to an RPF or Office Depot store for print and fulfillment. This solution is integrated within with the BSD platform, meaning that on demand print can be added to the same shopping cart as general office supplies. No customer setup is necessary to take advantage of this print functionality, as long as a user has a login to the business website. Some of the most common uploaded documents are Presentations, Manuals, Flyers, Newsletters, Annual Reports, Legal Briefs, Brochures, Booklets and Large Format print.

File Cabinet is an Office Depot document management solution that allows a customer to upload and store documents, configure final print and finishing options, and create a document catalog environment for company users to place orders from. This is also an integrated solution on the BSD platform, but it does require a setup process to configure the folder structure of the files that are stored. The most common stored documents are basically the same as listed above.

Partially Integrated Solution: We provide a Personalized Print Portal through a third-party print vendor where we develop a stand-alone co-branded hosted website. Through a secure login, specific marketing materials are selected and added to a shopping cart and routed to our Regional Print Centers throughout the U.S. for print and distribution. This solution allows for both static and variable data print, as well as the ability to route to approximately 1,400 retail stores with copy & print capabilities.

Shredding Services

Shredding services at Office Depot assures that your confidential records, receipts, statements and all other documents are securely destroyed. We've partnered with Iron Mountain, a leader in secure



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shredding and the name trusted by leading Fortune 1000 companies, to protect and maintain confidential information. Iron Mountain shreds over 900 million pounds annually using alarmed trucks and secure, private shredding plants. The service is also part of our green initiative. After your documents are securely destroyed, the shreds are gathered, bailed, and brought directly to a plant for recycling.

Our shredding program offers various solutions to fit the size and needs of your business.

- ▲ For small jobs, we offer in-store shredding while you wait.
- ▲ We place your documents in our secure in-store bins for scheduled pickup by Iron Mountain.
- ▲ We accept 5 or more file-sized or case-paper boxes and lock them up for Iron Mountain pickup within 24–48 hours.
- ▲ We can arrange for Iron Mountain pickup service at your business and customize a plan that works best for you.

Multiple Lines of Business and Vendor Consolidation

With more than 15,000 in-stock office supply products; our extensive variety enables the Business Solutions Division to serve the needs of all of our customers nationwide. Our commitment as a company is to supply your office product needs with quality brand name and private label products and solutions.

Our everyday Office Supplies assortment includes: binders and storage, paper, forms, envelopes, pens, pencils and markers, printer and fax supplies, audio-visual supplies and equipment, basic supplies and labels, school supplies, business cases, calendars and planners, desk accessories, executive gifts, filing, and custom imprints.

Office Depot is your Total Solutions Provider to meet all of TIPS and members' office 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.

As the dominant nationwide supplier in a wide variety of commodities, Office Depot can assist you greatly in reducing its vendor base and the unnecessary transaction costs associated with sourcing from multiple suppliers and wholesalers.

Office Depot can provide your organization the strongest opportunity to aggregate spend across a broad range of product lines indicated below:

- ▲ Coffee/Brewer services
- ▲ Computer supplies and toners
- ▲ Paper products
- ▲ Janitorial/Cleaning supplies
- ▲ Kitchen/Breakroom supplies
- ▲ Ergonomic products/programs
- ▲ Minority manufactured products
- ▲ Recycled/Environmental products
- ▲ Contract Furniture services
- ▲ Stamps, nameplates, and engraving
- ▲ Web-based Printed Stationery Program (business cards, stationery)
- ▲ Custom Print Centers in 1,400+ retail stores (will-call copy service)
- ▲ Technology Division with access to 100,000+ tech products
- ▲ On-demand web-based copy service
- ▲ Online Company stores Ad specialty/Promotional program
- ▲ Managed Print Services/Auto replenishment



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The total North American market for office supplies is approximately \$350,000,000,000 annually. Office Depot has about 4% of that market.

Total Consolidated sales in 2017 was \$10,240 (in millions). Please refer to our attached 10K 2017 Annual Report for additional details. Sales by Division for 2017 was \$4,962 (in million) for Retail, \$5,108 (in millions) for Business Solutions, \$156 (in millions) for CompuCom, and \$14 (in millions) representing other sales.

We generally classify our offerings into three broad categories: (1) supplies, (2) technology, and (3) furniture and other.

	2017	2016	2015
Supplies	44.9%	45.2%	44.4%
Technology**	38.8%	38.9%	40.2%
Furniture and other	16.3%	15.9%	15.4%
	100.0%	100.0%	100.0%

** 2017 includes technology product and services sales of CompuCom since the acquisition date of November 8, 2017.

Private Brands

Approximately 25% of our SKUs are private brand items company-wide. Within the Business Solutions Division (BSD), this percentage is greater than 30%. Within BSD, we are committed to grow, this figure in the next three to five years.

We offer over 4,000 products across most office supply categories including:

- ▲ Ink & Toner
- ▲ Paper
- ▲ Cleaning & Breakroom Products
- ▲ Labels & Mailing
- ▲ Desk Accessories
- ▲ Office Essentials
- ▲ Writing Instruments
- ▲ Binders & Filing
- ▲ Planners & Calendars
- ▲ Furniture & Seating
- ▲ Technology
- ▲ Business Machines & Shredders
- ▲ And much more!

Our private branded items represent national brand quality offered at a discount in price to the consumer. The products are tested and compared to the national brand whenever possible. Product quality is required to be equal or better than the national brand or equivalent. In fact, quite often the Original Manufacturer is actually the source for many of our private branded products.

The manufacturing factories will be reviewed and monitored by an independent company and will be socially responsible to Office Depot's standards as well as local laws and regulations. We have the confidence to place our name and reputation on every private branded product. Other advantages include direct involvement in product design and pricing. We are also able to include items in our assortment that are exclusive to Office Depot.

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All Office Depot private label products are backed with a 100% satisfaction guaranteed policy. Our private brands include:

Ativa: For customers who desire reliable technology without a high learning curve, the Ativa® Brand delivers affordable, intuitive solutions designed for today's office. As a go-to leader in approachable tech functionality, Ativa® Brand shredders, technology products, cables, mobility solutions, and accessories deliver all the quality and value you need to stay connected and productive in the office and on the go. They're reliable, affordable, easy to understand and simple to use...and they're available exclusively for Office Depot® OfficeMax®.

Brenton Studio: Brenton Studio offers functional and straightforward everyday furniture with a touch of style at an equally convenient price. Serving as a dependable source for consistently good value, Brenton Studio furniture, seating, bookcases, desk accessories and mobile furniture solutions provide customers with a selection of simple products that help them get the job done.

Divoga: Divoga® Brand offers customers office products that exemplify their personal taste and creative personality. Based on the understanding that these products live in an office and not on the runway, Divoga imagines subtly expressive patterns and designs that stand out without shouting out. Both professionally reliable and creatively inspiring, it's a selection that believes success is in the details.

FORAY: FORAY® provides a combination of affordability and confidence in an essential selection of office products that meet national brand product quality and even exceed them in features and value. As a good choice for everyday office supplies, FORAY helps customers stay within their budget without sacrificing quality and dependability.

Highmark: High Quality. Exceptional Value. Comprehensive Selection. Our full line of quality-tested Highmark® cleaning and breakroom products are designed to meet other national brands in price and overall features... or beat them. Choose Highmark® to you're your business control costs without sacrificing quality.

Just Basics: For customers who seek the biggest savings above all else, Just Basics® is the choice. Providing simple, low-cost office products, often in value packs and bulk sizes, Just Basics enables customers to stock up on supplies while staying within a tight budget.

Office Depot Brand: Office Depot, a leader and innovator in the office products industry, has created the Office Depot Brand product line. Designed specifically to compete with leading name brand office supplies, Office Depot Brand delivers equal or better quality, reliability and performance. With a full line of office essentials and tools, Office Depot Brand is a complete solution for your office supply needs.

Realspace: Offering a versatile range of furniture, seating, lighting and related office accessory products that perform equal to and often better than national brands, Realspace delivers affordable professionalism to elevate the way your office looks, feels and functions. All Realspace® furniture and accessories were created based on the belief that stylish, productive workspaces shouldn't cost an arm and a leg. From seating and desks to filing and shelving, Realspace® offers flexible, affordable furniture solutions, including many of our best-sellers.

TUL: TUL® writing instruments and the TUL® Custom Note-Taking System are thoughtfully engineered for exceptional performance, quality, and durability, helping you get it all done with style and poise.

WorkPro: Superior work deserves superior furniture, and WorkPro® redefines what success looks and feels like in the office. This sophisticated line of commercial-grade office furniture, seating, and file cabinets is meticulously crafted to last the long hours you put in each day. WorkPro products feature high-end, premium materials, carefully selected to offer a superior experience over long hours and in multiple positions. When professional quality and long-lasting durability are of the utmost importance, WorkPro® office furniture delivers.

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Green Sustainability Programs

Office Depot's environmental policy aligns directly with our strategy and is designed to ensure implementation: We have a global environmental policy to buy greener, be greener and sell greener. Central environmental teams initiate, integrate and communicate environmental efforts, but core functions own the actions as described below:

To buy greener, Office Depot purchasing and merchandising teams work to:

- ▲ Source greener office products for resale
- ▲ Source greener papers as a focus area
- ▲ Verify product environmental claims
- ▲ Buy greener office products for internal use

To be greener, Office Depot facilities and supply chain teams work to:

- ▲ Reduce our waste footprint
- ▲ Reduce our facilities carbon footprint
- ▲ Reduce our transportation carbon footprint
- ▲ Reduce our water footprint

To sell greener, Office Depot e-commerce, sales, and marketing teams work to:

- ▲ Increase sales of greener products and solutions
- ▲ Increase sales of greener papers as a focus area
- ▲ Increase customer use of product take-back programs
- ▲ Increase customer use of greener purchasing reports
- ▲ We also "tell green" by engaging stakeholders and reporting progress annually.

Office Depot has developed a sophisticated program to monitor, measure, and report the results of our sustainability programs and efforts since we committed to this effort in 2003. At the close of each calendar year, we gather data and metrics to provide transparency around our practices as an organization. For your information, our 2017 Corporate Sustainability Report is available online: <http://www.officedepot.com/sustainabilityreport>.

Example Environmental Results

In 2016, we created a Corporate Sustainability Matrix that serves as the basis and new direction of our data reporting. We strive for transparency in our sharing of the metrics for our customers, suppliers, internal stakeholders. This framework incorporates the three pillars of sustainability: economic sustainability, environmental sustainability and social sustainability. This has 13 environmental metrics and 28 sub-metrics.

ECONOMIC SUSTAINABILITY	Sales	Spend	Gross Profit
	Eco-Conscious Sales	Eco-Conscious Spend	Waste From Operations
ENVIRONMENTAL SUSTAINABILITY	Recycled Products From Customers	Carbon Footprint From Transportation	Carbon Footprint From Facilities
	Socially Conscious Sales	Socially Conscious Spend	
SOCIAL SUSTAINABILITY	Global Supplier Compliance	Philanthropy	

- ▲ In 2016, sales of eco-conscious products were 30% of our total North American sales.
- ▲ Sourced 14,000 products with green attributes in the U.S., of those 1,500 products were rated Dark Green, 4,900 are 3rd party certified by an eco-label.
- ▲ Sourced over 10,000 products with recycled/remanufactured content.
- ▲ Recycled over 19 million ink and toner cartridges from customers, equaling over 3,800 metric tons
- ▲ Our recycling rate reached 64% of our total waste. We are recycling more of our waste than we are sending to landfills.
- ▲ Avoided over 2,000 trees from being cut and reduced our greenhouse gases by over 5 million lbs. of CO₂ by shipping customer orders using our GreenerOffice delivery service.

GreenerOffice Program

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

Summary of Green Programs

Greener Purchasing Solutions:

- ▲ Office Depot GreenerOffice Rating – an industry first green rating system
- ▲ Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- ▲ Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- ▲ Greener Office website with over 14,000 econscious products
- ▲ Greener Alternatives Tool – Greener Alternatives report with greener choices
- ▲ Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase

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- ▲ Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

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

Green Reporting & Communication:

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

Detail of Selected Programs

- ▲ *Green Product Assortment:* Office Depot was the first in our industry to introduce a “green” catalog called “The Green Book™” in 2003, which has been published every year since. Our overall green assortment from 2003 – 2016 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- ▲ *Green Reporting:* You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our free quarterly Green Business Reviews (GBRs). This report will show your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.
- ▲ *GreenerOffice (GO) Delivery:* When shipping green products, we have a greener delivery service option. In 2011, Office Depot launched our new GreenerOffice™ Delivery Service available to our business customers. We are the first in our industry to offer delivery in a recycled and recyclable bag, instead of a box. For orders delivered in bags, we reduce the number of boxes used for deliveries and also eliminate the use of air pillows. The bags contain 40% post-consumer recycled content and the reusable plastic tote that protects the bags during transportation contain 60% post-consumer recycled plastic. Using paper bags instead of boxes:
 - ▲ Deliveries are more convenient to open, unpack, and distribute upon arrival
 - ▲ Simplifies recycling of packaging
 - ▲ Reduces cardboard waste and eliminates air-pillows
 - ▲ Potentially reduces trash haulage / disposal costs for customers who can't easily recycle cardboard
 - ▲ Delivers major environmental benefits
 - ▲ In 2015, this initiative avoided using 2,000 trees by shipping supplies in bags instead of boxes.

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Customer Service Desk

Our Customer Service Desk will provide you with an experienced team of Customer Service Representatives (CSRs) who will strictly enforce your corporate purchasing policies. This Customer Service Team, composed of highly experienced, trained CSRs, is based in the USA and 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.

Online “chat” assistance is currently available Monday through Friday from 8:00 a.m. – 11:00 p.m. EST for Contract customers and 24 hours a day, 7 days a week for retail customers.

Returns/Replacements

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

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

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

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

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

Real Time Inventory – BSD Website

The Office Depot BSD website provides real-time information to all users throughout the country. By definition, providing “live real time inventory” means that our website will reflect actual stock-on-hand at the precise distribution center that will service the selected ship-to. Additionally, the Office Depot BSD website will advise the user if an order is placed that exceeds the on-hand available quantity and will clearly display the user’s backorder options. Live ordering means that the user is actually keying their order which will then print in the appropriate shipping warehouse with no additional manipulation. Office Depot inventories are allocated to you at the time you place your order and held for 24 hours to accommodate your order approval process.

Order Tracking – BSD Website

The Order Tracking feature allows you to check the status of orders that have been created and/or submitted to Office Depot. With this feature, you will be able to view the details of all of your Internet orders. You can also retrieve and modify an order if it has not yet been filled and is still in the “Held by Customer”, “Held for Review”, “Held for Restrictions”, or “Waiting To Fill” status.

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Order Tracking Search Criteria

You may filter your Order History by Dollar Amount, Order Number, Item Number, Cost Center, PO Number, Release, Contact, Status, Ship-to ID, and Date. Type or select the search parameters to use and click the appropriate arrow. The Order History page reappears with the orders listed by the search criteria you selected. You can sort these orders by clicking any of the column headers.

Drop Shipments

More than 95% of all items ordered from Office Depot are delivered from our own inventory. About 5% of items are delivered from our wholesale partners in a seamless process that includes all of the customer order information, Office Depot confirmation number and complete packing list. The invoice will be provided by Office Depot after the shipment is made.

Order Quality

Quality control focuses on inspecting customer orders in all parts of the distribution center (DC):

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

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

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

The result is that, nationwide, approximately 99.6% of all orders are delivered correctly with the correct items as ordered based on reconciled orders and customer returns.

Capability of sourcing products

Non-catalog suppliers - Participating members are able to obtain price and delivery quotes on items not in this proposal or our catalog by call our customer service representatives at our toll-free number and requesting a quotation. We usually can provide a quotation within 1 to 2 business days.

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Line card extensions of catalog suppliers

Participating members are able to obtain price and delivery quotes on items not in this proposal or our BSD catalog by calling our Customer Service Representatives (CSRs) at our toll-free number and requesting a quotation. We usually can provide a quotation within 1 to 2 business days.

Services/Other Services

Small Business Program: The ability to incorporate small business enterprise into your distribution, sales, services, and product offerings. The program can focus on increasing opportunities for small local businesses under this contract. At a minimum, it can establish how business will be directed to small local businesses, establish any unique product or service offerings and develop small businesses as second-tier suppliers.

Diversity Programs: Office Depot's aggressive Diversity Supplier program has been able to identify small business partners who can provide these requested products under a sustainable program. There are small business partners in some of our market areas which can provide some of the services which may be needed under this program. Where such suppliers are available, we will be pleased to discuss them with participating members to determine whether the offering meets their specific needs. We also have the ability in some regions to provide Tier I Diversity Partners to those participating members who wish to expand their diversity efforts with such a program.

HUD: Consulting Services - Examples include inventory solutions, emergency preparedness programs, eCommerce and safety services.

Account Management Team/Program Support

Your Office Depot Account Management Team always includes members who are product experts in the product category being discussed. Your assigned team will be pleased to consult with you on all of the subjects listed and work with you to identify solutions suited to your member's particular situation, usually at no extra charge. This is part of our service, to help bring best practices and our experience to your members at all times. When the assistance required is beyond the scope we are offering, we will assist in finding a suitable source of support.

Training & Education: The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support in English and in Spanish.

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

- ▲ **On-site Training:** We will schedule training at key locations to brief end users on how to buy office supplies with Office Depot ePurchasing tools.
- ▲ **Website User Guides:** These comprehensive guides will be made available online in Adobe Acrobat PDF format.
- ▲ **Ongoing Support:** Our eBusiness help desks and local customer service teams will be available to all your end users.
- ▲ **Website Tutorials:** We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.
- ▲ **Web Conferencing:** Our eBusiness teams can establish a net conferencing training service for remote locations as needed.

Office DEPOT® OfficeMax®

Taking care of business

eCommerce Integration/Punchout

The capability of your electronic ordering system to interface with an agency's inventory software system such as Oracle Synergen inventory system.

Office Depot has extensive experience with both Punchout and customer-hosted catalogs. We have integrated Punchout with over 500 customers. CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut are supported, as is Transparent Punchout. Office Depot has the ability to implement:

- ▲ Standard Punchout (one login and password for all of a company's users; all users see all order history and shopping lists) user-level Punchout (separate logins for each user, allowing for personalized shopping lists. Users also would view only their own orders on Order History.)
- ▲ Spend (demand) management functions such as the TOP 50 items ordered list, default product search order, preferred (aka Contract, or Best Buy) items during search drill down, the ability to hide restricted items, and custom company information on email acknowledgements (the Office Depot representative name and phone number for the account would be displayed at the bottom of the email).
- ▲ The advantages of Punchout with Office Depot are: Dynamic pricing, Viewable real-time inventory, Enhanced search functionality, Access to all features and functions of the Office Depot B2B website, the ability to view icons for Contract and Restricted Items, and the spend management capabilities described above.
- ▲ Office Depot currently supports about 200 customer-hosted and third-party-hosted catalogs. Ariba CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

In summary, Office Depot is the best choice when it comes to office products suppliers. We know the way to develop strong relationships with our customers is to deliver on our promises and help you achieve the greatest benefit from our solutions. Office Depot will use the many advantages of our national distribution system, our expertise in electronic commerce, and our industry leading approach to managing decentralized program environments, to ensure that TIPS and your participating members receives the outstanding service you expect, and the program consistency that you require.