

AN ORDINANCE 2015-06-18-0531

**ACCEPTING AN OFFER FROM SIDDONNS-MARTIN EMERGENCY GROUP, UTILIZING THE BUYBOARD COOPERATIVE CONTRACT, TO PROVIDE UP TO 13 VELOCITY PUMPERS FOR A TOTAL COST OF \$8,486,837.90, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by Siddons-Martin Emergency Group, through the Texas Local Government Purchasing Cooperative (a.k.a. the “Buyboard”), to provide the City with up to 13 Velocity Pumpers for a total cost of \$8,486,837.90; and

**WHEREAS**, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The offer from Siddons-Martin Emergency Group to provide the City with up to 13 Velocity Pumpers for a total cost of \$8,486,837.90 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount of \$4,507,331.96 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2015 Budget.

**SECTION 3.** Funding in the amount of \$3,979,505.94 for this ordinance as part of Fiscal Year 2016’s Budget is contingent upon City Council approval of the City’s operating budget and the availability of funds.

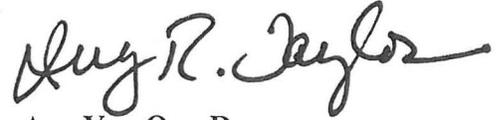
**SECTION 4.** Payment not to exceed the budgeted amount is authorized to Siddons-Martin Emergency Group and should be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/fpr  
6/18/15  
Item No. 12

**SECTION 6.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED** this 18<sup>th</sup> day of June, 2015.



**M A Y O R**  
Ivy R. Taylor

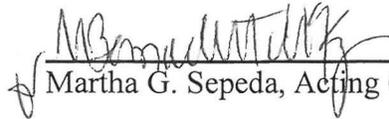
**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	12 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E )
<b>Date:</b>	06/18/2015
<b>Time:</b>	10:00:14 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance accepting an offer from Siddons-Martin Emergency Group, utilizing the BuyBoard cooperative contract, to provide up to 13 Velocity Pumpers for a total cost of \$8,486,837.90, funded with the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

**City of San Antonio  
Bid Tabulation**

Opened: April 3, 2015 For: Annual Contract for Office Supplies		<b>LOCAL</b>	<b>LOCAL</b>	<b>NON-LOCAL</b>	<b>LOCAL</b>	<b>LOCAL</b>
6100005505 VF		Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 800-685-5010	A & W Office Supply 222 S. Staples St. Corpus Christi, TX 78401	B & H Foto & Electronics Corp. 420 Ninth Ave New York, NY 10001	Gateway Printing & Office Supply, Inc. 11889 Starcrest San Antonio, TX 78247	MSC Industrial Supply 121 Interpark Blvd., Ste 1203 San Antonio, TX 78216
Item	Description					
<b>A</b>	<b>General Office Supplies</b>					
	Category % Discount Offered	65%	40%	No Bid	50.20%	12.00%
	Category Price	\$93,933.36	\$158,118.03		\$135,210.15	
	Market Basket % Discount Offered	66% - 93%	30% - 82%	Not Provided	32% - 84%	Not Provided
	Market Basket Price	\$48,672.01	\$106,089.27		\$89,074.94	
<b>B</b>	<b>Breakroom and Maintenance Supplies</b>					
	Category % Discount Offered	50%	20%	No Bid	25.10%	12.00%
	Category Price	\$23,927.53	\$43,667.01		\$36,527.58	
	Market Basket % Discount Offered	50% - 89%	17% - 75%	Not Provided	44% - 74%	Not Provided
	Market Basket Price	\$15,946.16	\$36,298.30		\$20,812.79	
<b>C</b>	<b>Calendars/Planners</b>					
	Category % Discount Offered	65%	25%	No Bid	45.20%	No Bid
	Category Price	\$3,974.74	\$9,408.41		\$7,593.99	
	Market Basket % Discount Offered	53% - 85%	13% - 71%	Not Provided	53% - 61%	Not Provided
	Market Basket Price	\$4,575.98	\$7,516.85		\$5,888.58	
<b>D</b>	<b>Computer Supplies and Accessories</b>					
	Category % Discount Offered	45%	20%	1%	25.20%	No Bid
	Category Price	\$24,783.57	\$37,146.88		\$32,308.75	
	Market Basket % Discount Offered	25% - 91%	5% - 71%	Not Provided	6% - 92%	Not Provided
	Market Basket Price	\$16,309.63	\$29,795.46		\$27,534.42	
<b>E</b>	<b>First Aid Supplies</b>					
	Category % Discount Offered	50%	20%	No Bid	15.10%	12.00%
	Category Price	\$2,581.48	\$4,259.08		\$4,423.11	
	Market Basket % Discount Offered	56% - 88%	12% - 52%	Not Provided	42% - 70%	Not Provided
	Market Basket Price	\$1,707.69	\$3,539.91		\$2,395.74	
<b>F</b>	<b>Toners</b>					
	Category % Discount Offered	32%	20%	1%	30.20%	No Bid
	Category Price	\$154,659.26	\$181,259.06		\$153,756.00	
	Market Basket % Discount Offered	7% - 90%	24% - 80%	Not Provided	1% - 73%	
	Market Basket Price	\$123,304.47	\$131,518.85		\$132,999.47	
	Terms	Net 30	Net 30	Net 30	Net 30	Net 30
	Estimated Annual Total	\$514,375.88	\$748,617.10	NAS	\$648,525.53	NAS
	<b>Estimated Annual Award</b>	<b>\$514,375.88</b>	<b>\$748,617.10</b>	<b>NAS</b>	<b>\$648,525.53</b>	<b>NAS</b>

**EXHIBIT I**

**City of San Antonio  
Bid Tabulation**

Opened: April 3, 2015 For: Annual Contract for Office Supplies		<b>LOCAL</b>	<b>NON-LOCAL</b>	<b>LOCAL</b>	<b>LOCAL</b>
6100005505 VF		Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496	R. W. Gonzalez Office Products, Inc. 2929 Longhorn Blvd., Ste. 106 Austin, TX 78758	San Antonio Lighthouse for the Blind 2305 Roosevelt Avenue San Antonio, TX 78210	Staples Contract & Commercial Inc. operating as Staples Advantage 4353 Interstate Way San Antonio, TX 78219
<b>Item</b>	<b>Description</b>				
<b>A</b>	<b>General Office Supplies</b>				
	Category % Discount Offered		Minimum 30%	30%	66%
	Category Price		\$188,994.17	\$189,561.17	\$83,847.17
	Market Basket % Discount Offered		30% - 87%	11% - 89%	24% - 91%
	Market Basket Price		\$111,742.47	\$104,632.78	\$89,667.00
<b>B</b>	<b>Breakroom and Maintenance Supplies</b>				
	Category % Discount Offered		Minimum 25%	30%	40%
	Category Price		\$41,238.91	\$38,292.41	\$33,025.20
	Market Basket % Discount Offered		25% - 65%	23% - 66%	0% - 73%
	Market Basket Price		\$29,616.59	\$29,675.74	\$24,076.84
<b>C</b>	<b>Calendars/Planners</b>				
	Category % Discount Offered		Minimum 35%	30%	66%
	Category Price		\$7,679.91	\$8,178.28	\$3,862.28
	Market Basket % Discount Offered		35% - 37%	31% - 60%	30% - 60%
	Market Basket Price		\$7,668.21	\$6,989.99	\$6,235.95
<b>D</b>	<b>Computer Supplies and Accessories</b>				
	Category % Discount Offered		25%	15%	40%
	Category Price		\$38,951.91	\$37,147.64	\$26,075.22
	Market Basket % Discount Offered		25% - 91%	0% - 57%	7% - 82%
	Market Basket Price		\$35,979.29	\$31,067.55	\$29,302.25
<b>E</b>	<b>First Aid Supplies</b>				
	Category % Discount Offered		20%	30%	40%
	Category Price		\$4,187.59	\$4,258.69	\$2,985.85
	Market Basket % Discount Offered		20% - 57%	5% - 70%	14% - 85%
	Market Basket Price		\$3,028.23	\$2,762.25	\$2,784.99
<b>F</b>	<b>Toners</b>				
	Category % Discount Offered		15%	20%	37%
	Category Price		\$176,936.54	\$172,180.49	\$140,380.90
	Market Basket % Discount Offered		15% - 53%	3% - 72%	7% - 70%
	Market Basket Price		\$133,826.28	\$138,908.25	\$138,038.77
	Terms	Net 30	Net 30	Net 30	2% 10 Days
	Estimated Annual Total	NAS	\$779,850.10	\$763,655.22	\$580,282.43
	<b>Estimated Annual Award</b>	<b>NAS</b>	<b>\$779,850.10</b>	<b>\$763,655.22</b>	<b>\$580,282.43</b>



Company  
OFFICE DEPOT  
PO Box 70025  
AUSTIN TX 90074-0025  
USA

## Bid

Information

Description:

A/C OFFICE SUPPLIES

Bid number:

7000006374

### Attachments:

Office Depot Proposal Response  
VOSB form  
Loan Preference ID form  
CIQ  
Utilization Plan  
IFB 6100005505  
MARKET BASKET SAPDF  
ALT 1 Utilization Plan  
ALT 1 - IFB Proposal Response  
ALT1 NIPA IFB 6100005505

### Bid details

Item	Name	Product No.	Vendor prod. no.	Net value
Delivery date/ Performance period	Quantity	Unit	Price per unit	



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005505

ANNUAL CONTRACT FOR OFFICE SUPPLIES

Date Issued: FEBRUARY 23, 2015

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CT ~~MARCH 20, 2015~~ MARCH 30, 2015 APRIL 3, 2015**

Bids may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR OFFICE SUPPLIES"

Bid Due Date: 2:00 p.m. CT, ~~MARCH 20, 2015~~ **MARCH 30, 2015 APRIL 3, 2015**

Bid No.: 6100005505

Bidder's Name and Address

Bid Bond: No      Performance Bond: No      Payment Bond: No      Other: No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NONE      DBE / ACDBE Requirements: N/A

See Instructions for Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* Yes

\* If YES, the Pre-Submittal conference will be held on MARCH 4, 2015 at 1:00 PM CT at RIVERVIEW TOWERS, 111 SOLEDAD, STE.1100 Hill Country Conference Room, SAN ANTONIO, TX.

A conference bridge has been set up for this pre-submittal conference. If you are unable to attend in person, please utilize the call-in information below:

Dial in from your phone or video endpoint:

Meeting ID: 9150  
Local Access: 210-207-8000  
Toll-Free: 855-850-2672

Staff Contact Person: VELMA FONTENOT, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: VELMA.FONTENOT@SANANTONIO.GOV

SBEDA Contact Information: LUCY BARBOSA, ECONOMICAL DEVELOPMENT SPECIALIST, 210-207-3900, Email: LUCY.BARBOSA@SANANTONIO.GOV

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Bids sent to City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Bidder's being held liable for the submission.

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City's request.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

#### Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the IFB.

#### Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

#### Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

The bid does not strictly conform to law or the requirements of the solicitation;

The bid is conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

### Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

### Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

### Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting bids for the purchase and delivery of general office, break room, first aid, and computer supplies including toner in accordance with the specifications listed herein. This term contract will provide catalog discount pricing of an unknown quantity of general office, break room, first aid and computer supplies to be purchased on an "as needed" basis by various departments and facilities throughout the City.

### VENDOR REQUIREMENTS:

1. Bidder shall offer an office supplies catalog with a broad range of products in specified categories.
2. The office supplies catalog shall include, but not be limited to the following:
  - a. Arts & Crafts
  - b. Cleaning & Facilities Management
  - c. Coffee & Snacks
  - d. Computer Accessories
  - e. Data Storage
  - f. Ink & Toner
  - g. Office Supplies (pens, markers, pencils, rulers, folders, envelopes, dividers, etc.)
  - h. Packing & Storage
  - i. Paper & Stationery
  - j. Safety Supplies
  - k. Shredders & Office Machines
3. Bidder shall provide an electronic online catalog which will have the capability of "punch-out" integration with the City of San Antonio's (COSA) SaEPS e-procurement system. (See Section 5, Supplemental Terms and Conditions, "Internal/External Catalog").
  - a. The online catalog should have a separate web page entrance for COSA shoppers to access.
  - b. The online catalog shall annotate the product discounts awarded for the differing discounts of the catalog categories shown in the Price Schedule and, if applicable, the Market Basket Pricing Worksheet.
  - c. The online catalog shall reference the RFx number – 6100005505, Office Supplies
4. Vendor must be capable of restricting the viewing and ordering of the following categories of items, either as a group or individual items within the group, which may be exempt from this IFB:
  - a. Cameras & Accessories
  - b. Computers / Laptops / Software
  - c. Copiers & Scanners
  - d. Copier Paper
  - e. Furniture
  - f. Janitorial Products
  - g. Printers
  - h. Telephones
  - i. Any other categories as requested by the City of San Antonio
5. Vendor shall be able to issue COSA one universal log-on ID and password which will allow users to browse the online catalog for budgetary / planning purposes only. Vendor shall restrict placing orders when the universal log-on ID is utilized.
6. Vendor must be able to provide training on how to use the online catalog for first time users at no additional cost to the City.
7. Vendor must be capable of making desktop deliveries twice a week between 8:00 am and 4:00 pm, Central Time. Deliveries must be made to the desk of the person identified on the order or as otherwise instructed on the purchase order. The maximum time to deliver shall be no longer than four calendar days after the purchase order is received. Any delay in delivery must be communicated to the ordering person within 24 hours.

8. Vendor shall provide quarterly usage reports in electronic format or direct access for the City to download detailed reports of expenditures. Reports shall include a description of the item, quantity ordered, list price, discount from list price, net price and sorted by department. Preference shall be for reports exportable to Microsoft Excel with the ability to be user generated or requested at any time.
9. Vendors will be required to assign an inside/outside representative(s) to manage the City's account for this IFB. The inside representative will be familiar with the City's account and IFB requirements, receive and review City orders, and respond to any issue or questions, including but not limited to returns and credits. The outside representative shall be able to resolve billing and delivery problems or any other issues that may require a personal visit to ordering departments. Vendor must notify the City's Purchasing Department immediately of any change in the assigned account representatives throughout the term of the contract.
10. Vendor shall pay for return shipment on any goods that arrive in a defective or inoperable condition. Vendor must arrange for the return shipment of damaged goods.
11. Vendor shall provide a selection of "Environmentally Preferred Products". These products shall have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance or disposal of the product. City encourages that these preferred products attain a third party certification demonstrating environmental attributes. Examples of third party certifications include but are not limited to: Forest Stewardship Council, Green Seal, US EPA.
12. Vendor shall provide a service or program to take back and recycle used products such as toner cartridges and batteries at no additional cost to the City.

**PRICING:**

1. Contract pricing will be in the form of discount off the catalog price. Discounts in Price Schedule, Section 1 – Catalog Discounts by Category, may vary by category but must be consistent for all products within the category. Discounts in Price Schedule, Section 2 – Market Basket Pricing Worksheet may vary within the category.
2. Discounts quoted shall be held firm for the term of the contract.
3. On Attachment A, Price Schedule, Section 1 – Catalog Discounts by Category, the Bidder shall enter the catalog name and catalog publication date to which the discount can be applied for each category and the percent discount allowed from the catalog. Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable.
4. On Attachment A, Price Schedule, Section 2 - Market Basket Pricing Worksheet, the Bidder shall enter the final price for the items listed. The list of items in the Market Basket Pricing Worksheet is comprised of the highest volume products purchased in calendar year 2014. Bidders are encouraged to give deeper discounts over and above the discounts entered in Section 1 of the Price Schedule. However, any deeper discounts offered in the Market Basket Pricing Worksheet must remain fixed for the duration of the contract term.
5. The Market Basket Pricing Worksheet will NOT be awarded separately.

**GENERAL REQUIREMENTS:**

1. Freight and delivery shall not be add-on costs, and a separate line item for fuel surcharges will not be accepted. No charges for handling charges will be allowed, which includes, but is not limited to, packing, wrapping, bags, containers or reels, hazardous fees, etc. Bids must not be conditioned on minimum deliveries. Any bids stipulating dollar or quantity minimums will be rejected from further evaluation.
2. Products with a shelf-life shall be provided with a minimum expiration date of twelve months after the date delivered. Any materials delivered with an expiration date of less than twelve months will be returned to the supplier for credit or replacement at the supplier's expense.
3. It is understood and agreed that any item offered or shipped as a result of this bid shall be new, unused, and current production at the time of bid submission, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- ~~4. All orders will be placed online by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a separate packing slip attached to the outside and inside of the package listing all items being delivered to the ordering department.~~

All orders will be placed online by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a packing slip, inside the package, listing all items being delivered to the ordering department.

- ~~5. The City will not pay a restocking fee for items returned in new, unused condition within 30 calendar days after delivery.~~

With the exception of special order items, the City will not pay a restocking fee for items returned in new, unused condition within 30 calendar days after delivery.

- ~~6. Award will be made to the overall lowest responsible bidder after evaluation of items from both the Price Schedule and the Market Basket Pricing Worksheet.~~

Award will be made to the lowest responsible bidder or bidders, by category, after evaluation of items from both the Price Schedule and the Market Basket Pricing Worksheet.

#### **SUBMITTAL OF QUESTIONS:**

Bidders may submit written questions regarding this IFB by fax or e-mail to the individual identified below. All questions must be received by **3:00 pm CT (Central Time), ~~March 4, 2015.~~ March 11, 2015.** Questions received after the stated deadline will not be answered. When submitting questions please specify the IFB section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the IFB. Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://www.sanantonio.gov/purchasing/biddingcontract/opportunities.aspx>.

Questions should be addressed to:

Velma Fontenot, Procurement Specialist II  
City of San Antonio, Purchasing Department  
[Velma.Fontenot@sanantonio.gov](mailto:Velma.Fontenot@sanantonio.gov)

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or UPON AWARD, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on SEPTEMBER 30, 2018.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 1 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### Temporary Contract Pending Award of Contract by City Council:

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

#### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (*NOTE: Discounts accepted as part of this bid are not subject to revision.*)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

#### Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

~~Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.~~

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "Annual Contract for Office Supplies" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Purchasing Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations * b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you  *if applicable	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Purchasing Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – PRICE SCHEDULE, Section 1: Catalog Discounts by Categories, Section 2: Market Basket Pricing Worksheet

Attachment B – LOCAL PREFERENCE IDENTIFICATION FORM

Attachment C – SBEDA ORDINANCE COMPLINACE PROVISIONS

Attachment D – UTILIZATION PLAN

Attachment E – SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENTS

Attachment F – VETERAN OWNED SMALL BUSINESS PROGRAM TRACKING FORM

## 006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.	V1000035
Signer's Name	Chris McEntee
Name of Business	Office Depot, Inc.
Street Address	6600 North Military Trail
City, State, Zip Code	Boca Raton, FL 33496
Email Address	faxsupport@officedepot.com/ local: constance.fullerton@officedepot.com
Telephone No.	561.438.4800/ Local: 281.543.2017
Fax No.	800.685.5010
City's Solicitation No.	IFB# 6100005505



Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

Supplier - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 – ATTACHMENTS

ATTACHMENT A

**PRICE SCHEDULE, SECTION 1: CATALOG DISCOUNTS BY CATEGORY**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Bidders must complete Section 1, Catalog Discounts by Category, pertaining to discount being offered, name of catalog, and publication date of catalog. Prices entered in Section 2, Market Basket Pricing Worksheet, must reflect the actual price derived from the list price/catalog less the percentage discount being offered. Vendor must submit catalog/price list which, along with the discount quoted, will be used to complete the full range of items.

Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable.

**CATEGORY A- GENERAL OFFICE SUPPLIES:**

Typical products ordered from this section may include, but are not limited to pens, pencils, markers, file folders, dividers, calculators, paper punches, scissors, staples, staplers, ~~chair mats, back support cushions~~, etc.

- 1. Catalog % Discount Offered 65\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015  
(example: ZZZ Office Supplies, January 2011)

**CATEGORY B- BREAKROOM AND MAINTENANCE SUPPLIES:**

Typical products ordered from this section may include, but are not limited to cutlery, cups, paper towels, coffee, etc..

- 1. Catalog % Discount Offered 50\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015  
(example: ZZZ Office Supplies, January 2011)

**CATEGORY C- CALENDARS/PLANNERS:**

Typical products from this section may include, but are not limited to desk calendars, wall calendars, planners, day-minders, etc.

- 1. Catalog % Discount Offered 65\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015  
(example: ZZZ Office Supplies, January 2011)

**CATEGORY D- COMPUTER SUPPLIES AND ACCESSORIES:**

Typical products ordered from this section may include, but are not limited to wrist pads, mouse pads, glare/privacy screens, computer cleaners, diskettes, power supplies, etc.)

- 1. Catalog % Discount Offered 45\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015  
(example: ZZZ Office Supplies, January 2011)

**CATEGORY E- FIRST AID SUPPLIES:**

Typical products ordered from this section may include, but are not limited to first aid kits and refills, band-aids, disinfectant, hand sanitizer, etc.

- 1. Catalog % Discount Offered 50\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015  
(example: ZZZ Office Supplies, January 2011)

**CATEGORY F- TONERS:**

Typical products ordered from this section may include, but are not limited to inkjet cartridges, fax thermal ribbons, printer toners, etc. NOTE: copier toners are not included.

- 1. Catalog % Discount Offered 32\* %
- 2. Name of Catalog BSD25  
Catalog Publication Date January 2015

**Bidder shall list the account representative information servicing the City’s account if awarded this contract.**

ACCOUNT REPRESENTATIVE:

Name: Constance A. Fullerton  
 Title: Business Development Manager, Education & Government  
 Phone: 281.543.2017 Fax: 713.996.3338 Email: constance.fullerton@officedepot.com

ORDER PLACEMENT INFORMATION:

Bidder shall indicate preferred method for which the City departments are to place orders: Orders shall be placed via: (check all that apply)

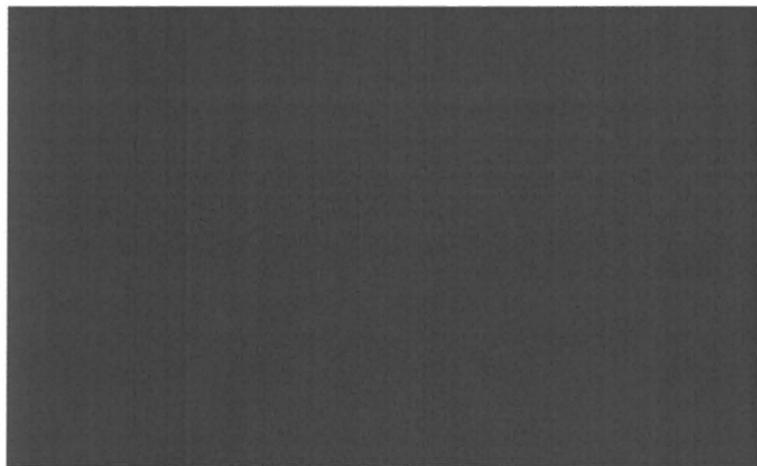
Phone: X Fax: X Email: X

Contact Person: Constance A. Fullerton

Prompt Payment Discount: N/A %        days. (If no discount is offered, Net 30 will apply.)

Catalog Discount Pricing - Office Depot will use the Office Depot System List Price and when available shall provide COSA with manufacturers' documentation to verify price adjustments.

\*Excluded/restricted products are not priced according to this discount structure.  
Office Depot pricing is based on San Antonio awarding us all categories of spend.



Proposal to  
City of San Antonio  
for Office Supplies  
IFB No. 6100005505

April 3, 2015

© 2015 Office Depot, Inc.

**Office DEPOT.**  
**OfficeMax®**

# Office DEPOT OfficeMax

Now one company. Now great savings.

April 3, 2015

City of San Antonio  
Attn: Velma Fontenot  
Procurement Specialist II  
City Clerk's Office  
100 Military Plaza  
San Antonio, TX 78205

RE: IFB No. 6100005505 – Office Supplies

Dear Ms. Fontenot,

Thank you for affording Office Depot the opportunity to participate in the City of San Antonio ("COSA") proposal for office supplies. We want you to have a clear understanding of our capabilities while making this important business decision that can save you money each year of the contract.

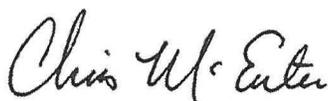
We are fully prepared to dedicate the appropriate resources and experience to fully accommodate the program requirements of COSA should we be selected to serve your requirements. We have developed and described a number of value-added programs that are specifically designed to benefit our customers and meet their varied and constantly changing needs.

Office Depot, one of the most recognized distributors in the office products industry, 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 you receive the outstanding service you expect, and the program consistency that you require.

Office Depot is committed to quality and to your satisfaction as our valued customer. Please find attached our response to your Request for Proposal.

It is our sincere hope that the aggressive posture that we have taken in pursuit of your business meets with your approval. We look forward to presenting more information on our programs and capabilities, and welcome a discussion of any additional specific or special requirements that you may have.

Sincerely,

CHRIS MCENTEE 

Constance A. Fullerton  
Business Development Manager, Education and Government  
Office Depot, Inc.  
13484 San Pedro Ave  
San Antonio, TX 78216  
Phone: 281.543.2017  
Email: [constance.fullerton@officedepot.com](mailto:constance.fullerton@officedepot.com)

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## Attachments

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Office Depot Pricing Proposal – Priced-Final - City of SA 6100005505 Att A, Sec 2 - Mrkt Bskt Ws - Rev 1  
 6100005505 Office Supplies IFB REV 2  
 CIQ – Conflict of Interest Form  
 City of SA Loan Pre Program  
 City of SA Utilization Plan Doc  
 City of SA VOSB

## Executive Summary

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### Office Depot and COSA – A Partnership in Excellence

Office Depot is excited to provide COSA our proposal for the procurement of office supplies. We are confident you will find Office Depot has the e-commerce technology and distribution infrastructure to provide COSA the best products, service, and solutions at the most aggressive prices in the industry. By selecting Office Depot as your preferred provider, you will find a financially solid supplier that ensures the highest quality products, high fill rates (over 99% of orders delivered on time and complete), stable operating systems, leading-edge technology, and investment in a successful partnership.

For more than 28 years, Office Depot has provided our valued customers with the very best in office products, solutions, and services. No other office supplier will earn your business like Office Depot. Our friendly, knowledgeable employees will personally provide COSA world-class account management, support, and solutions all designed to help you select the products and services that will best contribute to your growth and profitability.

### Company Overview

Office Depot, Inc. is a global supplier of office products and services. Our company was incorporated in 1986 with the opening of our first retail store in Fort Lauderdale, Florida. Formed by the merger of Office Depot and OfficeMax, Office Depot, Inc. is a leading global provider of products, services, and solutions for every workplace – whether your workplace is an office, home, school, or car.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, facilities products, furniture, and school essentials.

The company has combined annual sales of approximately \$17 billion, employs about 60,000 associates, and serves consumers and businesses in 57 countries with 2,000 retail stores, award-winning e-commerce sites and a dedicated business-to-business sales organization – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. The company operates under several banner brands, including Office Depot, OfficeMax, Grand & Toy, Reliable, and Viking. The company's portfolio of exclusive product brands includes TUL, Foray, DiVOGA, Ativa, WorkPRO, Realspace, and HighMark.

### Corporate Address:

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496

### Easy Ways to Shop

- Shop online 24 hours a day: [www.officedepot.com](http://www.officedepot.com) or
- Call 24 hours a day: 1.888.2.OFFICE or 1.888.GO.DEPOT (includes Speech-Activated Quick Order)
- Locate a store: 1.888.GO.DEPOT or 1.877.OFFICEMAX – Office Depot and OfficeMax have six retail locations in the San Antonio region

## Vendor Requirements: Multiple Lines of Business, Catalogs, and Vendor Consolidation

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As required, the Office Depot catalog carries a broad range of products in categories including arts and crafts, cleaning and facilities management, coffee and snacks, computer accessories, data storage, ink and toner, office supplies, packing and storage, paper and stationery, safety supplies, and shredders and office machines. 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, AV 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 your 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 COSA greatly in reducing its vendor base and the unnecessary transaction costs associated with sourcing from multiple suppliers and wholesalers.

Office Depot will provide COSA the strongest opportunity to aggregate spend across a broad range of product lines indicated below:

- Computer supplies and toners
- Paper products
- Janitorial/Cleaning supplies
- Kitchen/Breakroom supplies
- Coffee/Brewer services
- 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 2,000+ 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



Office Depot has partnered with TIBH nearly 10 years. We work directly with TIBH to support our State of Texas customers, the efforts of TIBH, and the good work they do for people with blindness and other disabilities. In 2015, Office Depot will sell approximately \$3,000,000 of TIBH office products to various State agencies and other corporate customers.

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TIBH Industries is a unique, private, nonprofit corporation and employment opportunities catalyst for people with disabilities. They market individuals with disabilities' products and services, linking them to meaningful career options. By investing its commissions into the State Use Program, TIBH Industries has continued to grow annually, helping the Community Rehabilitation Programs (CRP's) employ nearly 7,000 individuals.

Some of the products and services offered through the CRPs/TIBH/Office Depot program are:

- Toner Cartridges
- Pens, Pencils, Markers
- Highlighters
- Copy Paper
- Binders
- Storage Boxes
- Clip on badges
- Wall Clocks

Office Depot stocks approximately 62 SKUs for next-day delivery. For a full listing, please contact your account manager.

## Online Ordering System, eCatalog, and Punchout

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Office Depot offers a fully integrated, real-time, business-to-government website. The B2G site is an award-winning, OBI-compliant, robust web site for use by our contract customers in a highly controlled, secure e-commerce environment. The site is owned, managed and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

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

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

### **Our Electronic Commerce Leadership and Experience:**

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

### **Excellent Management Tools:**

- **Online Reporting** – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- **Bulletin Board** – to communicate program information and post your logo
- **Billing Information** – POD verification, reprints of invoices or packing slips
- **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- **Restrict Items** - from being purchased at the user level by department, class, item and/or dollar amounts
- **Email Approval Release** –online email approval release (HTML)
- **Price Verification** – see your contract prices on all items
- Real-time credit card authorization
- **Administrator User** – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- **Create Profiles** – define parameters/capabilities for each user as well as all their information
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc
- **GPS Order Status** – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- **Best Value Items** – all core items are identified and float to the top of all searches
- **4 Accounting Fields** – for customization and identification of cost centers and billing/orders information

### **Easy to Use:**

- **Shopping Lists** – create City-wide 'best value' lists and Personal items lists
- **Real Time Inventory** – make intelligent choices based on real product shipping location inventory
- **Online Backorder** – intelligent backorder information, providing alternative options

- **Online Returns** – simplest and fastest method available for item pickup and credit
- **Order Reminders** – schedule reoccurring or one time reminders
- **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- **Advanced Search** – narrow your results by product, category, description, use, price, size, etc
- **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- **Compare Items** – side by side comparisons, describing function, and capabilities
- **Order Notification** – detailed user information on your approved orders
- **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

#### **Many Categories – Huge Selection:**

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

#### **Approval Routing**

By selecting the “email confirmation” option during your internet account set-up, COSA can choose to have orders that exceed the users’ personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2G site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to “Express Approve” (release) orders directly from the email notification page without having to access the site. Approvers may also assign “Proxy” users to release orders in their absence.

#### **Restrictions**

The Office Depot electronic ordering platform can be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)

Products that COSA wishes to prevent from being ordered on the internet can be blocked on an account-wide basis by employing one or all of the following restrictions:

- Limit online view to “Everyday Office Essentials” (Cost Containment option)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items ( i.e., HP LaserJet 8100 #747-474)

- Set Item limitation (i.e., item not to exceed \$150)
- Set Line Item Limitation (i.e., line item not to exceed \$500)
- Set Order Value Limitation (i.e., order not to exceed \$1,000)

If users attempt to place an order for restricted products, they will receive a “restricted item” message instructing them to contact Purchasing to order that item. If users attempts to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, COSA can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

### User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2G site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

**Super User Account Management Capabilities:** This option allows pre-appointed COSA Super Users to control Account Management details such as:

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

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

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

In addition to the above listed features and benefits of our online system, the following features may benefit COSA.

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

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

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

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

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

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

## Delivery Systems

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Office Depot is capable of making desktop deliveries during normal business hours. We are prepared to provide next day delivery to over 99% of the U.S. Office Depot offers you better performance through the three elements to providing next-business-day delivery: Inventory, Order Cut-off times, and Delivery Network.

**Inventory:** Office Depot stocks, on average, 15,000 SKUs in each of our Distribution Centers. In addition, we consistently achieve a 99% or better line item fill rate company-wide.

**Order Cut-Off Times:** Orders of stocked items received online/phone by Office Depot prior to 5:00 pm local time will be delivered next business day to your place of business. Faxed orders received by 3:00 pm will be delivered next day.

**Delivery Network:** Office Depot operates a B2G Delivery Network that allows us to maintain a local, regional, and national presence. We outsource our deliveries with contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

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

### Order Tracking and Proof-of-Delivery

The "Order Tracking" feature on our website 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 web 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.

Office Depot's MobileCast tracking system also captures electronic signatures, which are posted online (on the BSD website) as proof of delivery.

### Return Policy

At Office Depot, we want to be sure that every purchase is the right one for you. Your complete satisfaction is our primary concern. If you are dissatisfied for any reason, you will receive full credit. General supply items should be returned in the original packaging within 30 days for replacement or full refund. Technology and stocked furniture items should be returned in the original packaging within 14 days. Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as "special order."

To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800.269.6888. Please Note: Only one return per order may be processed online. If an additional return is required please contact Customer Service at 888.263.3423.

#### Exceptions:

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

## Business Solutions Division

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### Distribution Centers

Office Depot owns and operates 13 state-of-the-art distribution warehouses nationwide, blanketing the U.S. through a "Hub and Spoke" delivery network of offices to ensure that you receive prompt delivery.

Our distribution centers are located in the following cities: Atlanta, GA; Chicago, IL; Cincinnati, OH; Dallas, TX; Denver, CO; Fremont, CA; Houston, TX; Los Angeles, CA; Minneapolis, MN; Newville, PA; Phoenix, AZ; Seattle, WA; and Weston, FL.



Additionally, we operate many Business Solutions Division sales offices and local distribution points to service all of your sites and requirements.

### Retail Stores

Office Depot has more than 2,000 retail locations nationwide. COSA personnel can shop in our retail stores for emergency or after hours purchases and still receive contract pricing when using a Store Purchasing Card or a registered procurement card.

2321 SW Military Dr.  
San Antonio, TX  
210.922.1178

10624 Culebra Rd.  
San Antonio, TX  
210.681.2376

3142 SE Military Drive  
Brooks City-Base,  
San Antonio, TX  
210.333.6400

*Coming Soon – OfficeMax*  
Alamo Quarry Market, 255 E  
Basse Rd Ste. 1510  
San Antonio, TX  
210.821.6551

17700 US Hwy 281 N Ste. 800  
San Antonio, TX  
210.402.6995

11323 Bandera Road  
San Antonio, TX  
210.509.3043

## **Store Purchasing Card (SPC)**

Office Depot is an industry leader in our ability to provide our valued contract customer the benefit of shopping at our retail locations while being able to receive their contract price or the retail price, whichever is lower. Office Depot's SPC facilitates this convenience and allows billing to a contract account. This means the COSA will have the advantage of shopping in an additional three stores in the San Antonio area – a total of six stores serving the city.

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

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

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

## **Procurement Cards (P-Cards)**

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

Purchasers see the contracted pricing online and point of sale. Coupons cannot be used with SPC (or P-Cards) at Office Depot Retail Stores.

## Reporting Capabilities

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

Office Depot can easily accommodate your reporting needs. Reports can be sorted in up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- Office Depot Product Code
- Office Depot Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location
- Office Depot Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship to or Location Number
- Ship to by City, State, or Zip
- Office Depot Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

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

### Usage Reporting

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

### Cost Savings Opportunity Reporting

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

### Order Method Reporting

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

### Distribution Cost Reporting (Average order size)

- Customer number
- Ship-to or location number

## Product Reporting

- Minority products
- Recycled products
- Manufacturer name
- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

## Online Reporting

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

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

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

## Online Reporting Dashboard

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

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

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

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

Screen shots are provided on the following pages.

## Online Dashboard



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Smart Dashboard				
Dashboard Spend Analysis User Activity Savings Opportunities My Solutions <span>Export</span>				
Category	January 2010 – April 2010		January 2011 – April 2011	
	\$	%	\$	%
<b>Totals</b>	<b>\$6,359</b>	<b>100%</b>	<b>\$6,359</b>	<b>100%</b>
Paper	\$3,083	38.3%	\$3,083	38.3%
Toner/Cartridges	\$2,573	14.6%	\$2,573	14.6%
Binding/Filing	\$424	11.0%	\$424	11.0%
Cleaning & Breakroom Supplies	\$645	10.1%	\$645	10.1%
General Supplies	\$976	9.2%	\$976	9.2%
Writing Instruments	\$870	4.3%	\$870	4.3%
Furniture	\$964	3.4%	\$964	3.4%
Office & Desk Accessories	\$693	3.1%	\$693	3.1%
Computer Equipment	\$442	2.8%	\$442	2.8%
Business Machines	\$213	1.4%	\$213	1.4%
Dated Goods	\$37	1.0%	\$37	1.0%
...	...	...	...	...

Smart Dashboard							
Dashboard Spend Analysis User Activity Savings Opportunities My Solutions <span>Cost Center</span> <input type="text" value="Enter Search Text"/> <span>Export</span>							
Cost Center Name	Description	April 2011			January to April 2011		
		Orders	Spend	Average	Orders	Spend	Average
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
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Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10
Sample Cost Center	Sample Description	100	\$1000	\$10	400	\$4000	\$10

# Office DEPOT. OfficeMax®

Now one company. Now great savings.

## Key category spend in comparison to benchmark

Results generated by comparing you with companies that match your Standard Industry Code (SIC).  
Contact your account manager to discuss how best take advantage of category optimization.

### 1. Ink/Toner

Customers like you spend 23.3% in this category with Office Depot while you spend 14.6% including 8.7% of your total spend may benefit from consolidation.



### 2. Dated Goods

Customers like you spend 5.5% in this category with Office Depot while you spend 1.0% including 4.7% of your total category spend may benefit from consolidation.



### 3. Computer Equipment

Customers like you spend 4.9% in this category with Office Depot while you spend 2.8% including 2.1% of your total category spend may benefit from consolidation.



### 4. Furniture

Customers like you spend 5.5% in this category with Office Depot while you spend 3.4% including 2.9% of your total category spend may benefit from consolidation.



Category	Your Spend	Your %	Peer %
<b>May 2010 – Apr 2011</b>	<b>\$86,759</b>	<b>100%</b>	<b>100%</b>
Toner/Cartridges	\$12,073	14.0%	23.3%
Dated Goods	\$837	1.0%	5.5%
Miscellaneous	\$830	1.0%	4.5%
General Supplies	\$7,976	9.2%	12.1%
Computer Equipment	\$2,442	2.8%	4.9%
Furniture	\$2,064	3.4%	5.5%

## Account Management and Customer Service

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Office Depot takes a proactive approach to account management; we are committed to effectively managing the ever-changing needs of large corporate organizations and local governments like COSA. We are dedicated to providing COSA excellence in execution and day-to-day account management. Office Depot has assembled a highly tenured Account Management team dedicated to supporting COSA.

Constance Fullerton will provide COSA with more than 20 years in business and account management experience. In addition, the City will be supported by Kenneth Anderson, who brings 12 years of experience. He will partner with you on day-to-day account service as your primary point of contact. We are confident you will find our team to be extremely passionate about exceeding your expectations and making sure COSA exceeds its financial goals and objectives.

- Constance A. Fullerton, Business Development Manager, Education & Government  
Tel: 281.543.2017, Email: [constance.fullerton@officedepot.com](mailto:constance.fullerton@officedepot.com)
- Kenneth Anderson, Major Account Manager  
13484 San Pedro Ave. San Antonio, TX 78216  
Tel: 210.912.8391, Email: [kenneth.anderson@officedepot.com](mailto:kenneth.anderson@officedepot.com)

In addition, our Customer Service Desk will provide COSA with an experienced team of Customer Service Representatives (CSRs) who will strictly enforce your City purchasing policies. This Customer Service Team, composed of highly experienced, trained CSRs, is available by phone and fax Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. EST to assist with placing orders, returns, special orders, and general maintenance of your account.

Office Depot's Customer Service organization operates on a "One Call Resolution" process where 96% of calls are resolved during the initial contact. If the CSR needs to call the COSA employee back due to a need from another department (e.g., Pricing, Billing,), the CSR manages same-day communication and communicates back to the employee within 4 hours. CSRs are measured and compensated for achieving our goal of 100% customer satisfaction.

Our internal measurement tool is the Customer Service Index (CSI) designed to measure three Key Performance Indicators (KPIs) that impact 100% Customer Satisfaction throughout each transaction.

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

**Impressive KPIs include 99% Fill Rates and Next-Day Delivery on a companywide basis.**

We will meet with COSA in regular Quarterly Business Reviews to discuss operational performance and cost reduction opportunities. As part of agenda, we will present a series of reports on the business performance objectives under the contract, and will make recommendations in any areas that we jointly identify can reduce COSA's costs or improve the performance of the products and services the organization is purchasing.

## Global Environmental Strategy

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Office Depot is a partner that mirrors the COSA's sustainability goals and values, such as the Mayor's Initiative SA2020. Our global environmental strategy can be summarized in a simple statement: we strive to increasingly **Buy Green, Be Green and Sell Green**. By implementing a broad range of initiatives under this strategy, Office Depot has not only measurably improved our own environmental performance, but enabled our suppliers and customers to do the same.

Our environmental leadership has helped us win and retain contracts with some of the most environmentally conscious organizations. This includes government agencies in the most environmentally aware regions in the world such as California, the Northwest United States, the Netherlands, and the United Kingdom; corporations and small and medium-sized businesses that are environmental leaders themselves; and many well-known environmental nongovernmental organizations.

### Greener Office: How we implement our strategy to increasingly sell green

To increasingly sell green, Office Depot proactively seeks input from customers to understand their environmental goals and needs. We use that insight to develop innovative green solutions that aim to meet or exceed those needs. We believe our set of customer-focused green capabilities far exceed those of our major competitors, and this is one of the reasons we have attracted a portfolio of some of the most eco-conscious customers in the world.



Our green solutions not only serve the needs of purchasing departments who are our direct clients, but increasingly serve to satisfy the goals of sustainability teams, supplier compliance functions, chief executives and presidents, as well as mayors who want to drive their organizations in a greener direction.

As with all other aspects of our environmental strategy, we track our effectiveness at selling green with data. Since 2009, we have increased our total sales of products with green attributes to over \$2.3 billion, with "mid green" and "dark green" product sales continuing to grow during the economic downturn.

We can arrange end-of-life take back programs for the following materials:

- **Ink & Toner Cartridges:** This is a free program through which empty cartridges can be sent back to our vendor's ISO 14011 certified recycling facility in Mexico. To participate, City locations would need to order the free recycling boxes or simply provide Office Depot drivers with empty ink/toner cartridges. To sign up for this simple program go to [www.mybusinessrecycles.com](http://www.mybusinessrecycles.com).
- **Writing Instruments:** This is a free program organized through our partner Sanford. To participate, COSA locations would sign up to run 'writing brigades' to collect used writing instruments that are sent back to Terracycle for 'upcycling' into new items.
- **Dry-cell Batteries:** This is a for-fee solution provided by our partner Veolia. To participate, COSA locations would need to order plastic recycling bins designed for Dry-cell batteries and fill them with collected batteries. Once filled, the battery recycling bins would be closed and sent back to the recycling center using prepaid, pre-addressed labels – for responsible recycling.
- **CFL Bulbs:** This is a for-fee solution provided by our partner Veolia. To participate, COSA locations would need to order CFL recycling boxes and fill them with collected CFLs. Once filled, the CFL

recycling boxes would be closed and sent back to the recycling center using prepaid, pre-addressed labels – for responsible recycling.

- **Fluorescent Tubes:** This is a for-fee solution provided by our partner Veolia. To participate, COSA locations would need to order Fluorescent Tube recycling boxes and fill them with collected Fluorescent Tubes. Once filled, the Fluorescent Tube recycling boxes would be closed and sent back to the recycling center using prepaid, pre-addressed labels – for responsible recycling.
- **Product and Tech Recycling Service:** In response to the growing amount of electronic waste in the U.S., Office Depot launched its Tech Recycling Program in 2007. The service permits Office Depot customers to purchase a Tech Recycling box at their local store for a nominal fee and fill it with unlimited pieces of old technology. Office Depot takes care of it from there and works with a recycling partner to turn the e-waste into reusable materials, such as glass, copper, plastic, and aluminum. More information is available at [www.officedepot.com/techrecycling](http://www.officedepot.com/techrecycling).

**smarter recycling solutions at Office Depot®**  
We're proud to offer you a range of ways to recycle everyday office items like ink & toner cartridges, batteries, light bulbs and technology

**FREE Ink & Toner Recycling**  
See page 153 for details.

**Alkaline Battery Recycling**  
All in-one kits offer everything you need to recycle your used alkaline batteries\* for one price. Simply fill the container and ship it using the prepaid shipping label. It's that simple!

**Compact Fluorescent Light (CFL) & Fluorescent Lamp Recycling**  
Help divert mercury-containing bulbs from landfills. Just order your box, fill it, seal it and ship it using the included prepaid label. Boxes are designed for incandescent bulbs only. For fluorescent lamps, a Certificate of Recycling will be returned to you for Federal and State compliance.

**FREE Recycling Solution for Ink & Toner Cartridges. Includes Box & Shipping.**

**Price Includes Kit & Shipping Recycling Solution for Alkaline Batteries & Fluorescent Lamps & CFLs**

[Free recycling for rechargeable batteries & cell phones is also available at [rbr.org](http://rbr.org)]

Following are several examples, among many others, of green solutions provided by Office Depot.

- **The Green Book™:** This catalog features over 2,000 of our greenest products and several pages of educational content. We led our industry by first launching our Green Book in 2003 (our main competitor in the US created their first Green Book in 2008.) and have increased the number of products, categories and green attributes in the book every year since then.
- **GreenerOffice™ Website:** To simplify greener purchasing online, Office Depot launched its green web storefront [www.officedepot.com/greeneroffice](http://www.officedepot.com/greeneroffice) in 2007. We were the first in our industry to provide a dedicated online storefront for products with green attributes, and now have over 10,000 items on this site – from light green products, such as recycled items with 10 to 29% post-consumer recycled content and refillable pens, to the darkest green products in the marketplace. Our green online functionality allows customers the option to shop from an assortment of “green” products exclusively and greatly simplifies the achievement of green purchasing goals.

- **Our GreenerOffice™ Rating:** We developed our innovative Shades of GreenerOffice™ Rating system for office products in 2010. Our goal was to create a simple way for buyers to find greener options for their office. We recognized that green is not an all-or-nothing decision, and developed a system to allow customers to choose their preferred shade of green.
- **Green Business Review:** To help customers better understand their purchasing habits and trends in terms of green purchasing, Office Depot has developed a reporting tool unique in our industry: the Green Business Review. This gives customers a detailed visual picture of their purchasing patterns at various shades of green, evaluating their spend with the Office Depot® GreenerOffice™ rating system. The Green Business Review has been used by hundreds of Office Depot business solutions customers to understand their green purchasing, educate end users on green policy commitments, and establish green purchasing goals.
- **LEED Credit Report:** For Office Depot customers pursuing LEED for Existing Buildings Certification, we have developed a compelling solution to minimize work and maximize the likelihood of obtaining LEED credits for sustainable purchasing. These reports, which have been evaluated and accepted by the USGBC, can be submitted to the USGBC instead of completing complex and time-consuming submittal templates.
- **Green Customer Awards:** In order to reward customers who help us achieve our green goals, Office Depot launched an awards program in 2007 to recognize customers that drove the highest demand for greener products and were most proactive in their green efforts. Since the inception of the program, Office Depot has publicly recognized more than 20 customers for their green initiatives.
- **GreenerOffice™ Delivery Service:** 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 of office supplies in a recycled and recyclable bag, instead of a box.

Over the years, Office Depot has used millions of cardboard boxes and plastic air pillows for delivering our products. A significantly greater amount of wood is used in the production of corrugated boxes than what is used in the production of paper bags. For orders delivered in bags, we will 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 contains 60% post-consumer recycled plastic.



By using paper bags instead of boxes, we:

- Make deliveries more convenient to open
- Simplify package recycling of packaging
- Reduce cardboard waste and eliminate air-pillows
- Potentially reduce trash haulage/disposal costs for customers who can't easily recycle cardboard
- Deliver major environmental benefits

This initiative avoids using an estimated 20,000 trees annually, by shipping supplies in bags instead of boxes.

### Environmentally Preferred Products

Our merchandisers seek out environmentally preferable products and recycled content products. In addition to marking recycled items in our catalog with the "Chasing Arrows" logo and post-consumer content, we label our products with environmental certifications, such as SFI, FSC, PEFC, DfE, GREENGUARD, and Green Seal. Our customers can quickly locate a wide assortment of these products.

## Helping COSA meet its Sustainability Goals

Office Depot has an industry-leading set of solutions for customers with environmental sustainability goals. As part of our bid, we propose to offer customized Greener Purchasing Programs for COSA.

### 1. Analyze green spend

We will help COSA learning about its green spend patterns by providing unparalleled green spend transparency. We will either use a definition of 'green' office product that aligns to the institutions' definition, or we will use Office Depot's shades of green eco-rating if preferred.

### 1. Define priorities and policies

We will listen and learn how specific COSA prioritizes your greener purchase practices.

### 3. Switch to Greener Alternatives

We will then work with the City to implement its desired process to encourage greener purchases across the organization. We will offer six options to enable effective transition to greener products.

### 4. Measure environmental results

We can help COSA understand the environmental impacts of certain products, as well as benefits of certain greener choices.

We will also spend time with specific COSA representatives to consider what the key messages are from the City's spend patterns / greener purchasing. We will help identify possible 'announceables' that can be used in speeches, reports, or websites.

### 5. Recognize Leadership

Every year for the last seven years, Office Depot has recognized customers for leadership in greener purchasing behavior. Past recipients include the University of Washington, Michigan State, Montgomery County Community College, and many others. These awards allow organizations who often quietly pursue greener purchasing efforts that better the planet, to get public recognition for their efforts.

Office Depot puts out a national press release showcasing winning customers, and creates case studies where desired. This video shows a recent awards ceremony:

<https://www.youtube.com/watch?v=3R7Qm7j-6tk>. Note: Video availability dependent on receiving releases from all participants.

When COSA achieves high percentage of greener purchasing or implement specific innovations of greener purchasing, you may be eligible for one of these awards.

## Office Depot Environmental Strategy in Action

Examples of our environmental strategy in action at higher education and public sector facilities.

- Bicycle Delivery to Portland State University
- University of Washington – Integral Partner in Rolling out GreenerOffice Delivery Program
- Workshops with AASHE 2011, 2012, 2013, 2014
- Paper Greening Project with University of Arizona
- U of W Green
- B-Line cycle Transportation in City of Portland
- Participated and supported CHESC (California Higher Education Sustainability Conference) for the past 4 years
- We have a Green Intern program at UC Berkeley



## Why green?

At Office Depot, we pursue environmental leadership for four main reasons:

1. We care about taking care of the planet and want to reduce our environmental footprint.
2. We consider our environmental strategy to be a business strategy that helps us attract and retain customers who are interested in going green.
3. We listen to our customers and aim to serve their growing environmental needs.
4. We know that environmental initiatives that reduce our carbon footprint or waste outputs often save costs and drive long-term operational efficiency.

### Environmental Policy and Performance:

Our Environmental Policy aligns to our strategy and we measure and report progress annually. We implement initiatives that improve our environmental performance in the following ways:

To buy green, Office Depot's policy is increasingly to:

- Source greener office products for resale
- Buy papers from certified "well-managed" forests
- Buy greener office products for internal use

To be green, Office Depot's policy is increasingly to:

- Reduce waste and recycle materials
- Reduce energy and greenhouse gases from facilities
- Reduce fuel and greenhouse gases from transportation

To sell green, Office Depot's policy is increasingly to:

- Deliver innovative green solutions for contract customers
- Deliver innovative green solutions for online customers
- Deliver innovative green solutions for retail customers



We will also "tell green" by engaging stakeholders and reporting performance annually in a standard environmental dashboard. This available at [officedepot.com/environment](http://officedepot.com/environment).

### How we implement our strategy to increasingly buy green

To increasingly buy green, Office Depot sources greener office products for resale, implements an industry-leading environmental paper purchasing policy by purchasing paper from well-managed forests, and buys greener office products for our own use.

### Sourcing Greener Office Products for Resale:

- Office Depot has the widest assortment of greener office products in our industry. In the U.S., we offer more than 13,800 products with environmental attributes and/or Eco-labels.
- This includes over 9,700 items with recycled content (including remanufactured), 1000+ energy efficient electronics and lights, and hundreds of items certified to be made with safer chemicals.
- In 2008, we became the first in our industry to create a dedicated brand of green office products: Office Depot Green™. All items in this brand come in one consistent packaging to simplify green purchasing for end users, and are priced to allow our customers to go greener cost-effectively

### Buying paper from certified well-managed forests:

In 2004, Office Depot launched the Forest & Biodiversity Conservation Alliance, a five-year, \$2.2 million partnership with three of the world's most respected science-driven conservation organizations: The Nature Conservancy, Conservation International, and NatureServe. The Alliance reflected one of the largest-ever commitments by a corporation to work with conservation groups to support sustainable forestry. In collaboration with the Alliance, we launched our industry-leading Environmental Paper

Purchasing Policy in 2004. This policy focuses on sourcing from certified well-managed forests, increasing our assortment of paper products with recycled content, eliminating the use of elemental chlorine bleach, and encouraging protection of biodiversity.

One example of how we put this policy into practice was by cutting our global contracts with Asia Pulp & Paper in 2004 because of APP's controversial forestry practices. Our main competitor followed our lead in 2008, but other competitors still source from APP.

#### **Buying green office supplies for internal use:**

- In order to "walk the talk," Office Depot purchases greener office supplies for its internal operations. In 2009, our greener office supply spend percentage at our Global Headquarters was 46%. This also includes an internal goal to use 30% post-consumer recycled paper in all suitable black and white operations, using Energy-Star qualified technology for Corporate operations and stores, and using green cleaning products at our Global Headquarters. These purchases helped Office Depot's Global Headquarters in Boca Raton, FL, earn the maximum number of credits for sustainable purchasing during our pursuit of Leadership in Energy and Environmental Design (LEED) for Existing Buildings Operations & Maintenance Certification.

#### **How we implement our strategy to increasingly be green**

To increasingly be green, Office Depot works actively to reduce waste and recycle, reduce energy and greenhouse gases from facilities, and reduce fuel and greenhouse gases from transportation. We are also a leader in our industry by building green and pursuing facilities in line with the U.S. Green Building Council's (USGBC) LEED rating system and the U.K. equivalent program, BREEAM. Also, most of our major facilities in Europe have ISO14001 certification for their Environmental Management System.

#### **Reducing waste and recycling:**

- Office Depot has an active waste reduction program that starts with reuse: we have one of the largest fixture re-use programs in the retail industry, through which we store and reuse furniture and fixtures rather than sending them to landfills when we close or remodel a store.
- In 2009, we recycled 58% of our end-of-life materials in North America.
- We have installed bailers to recycle cardboard and paper at the majority of our stores and warehouses in North America.
- We have an aggressive waste reduction and recycling program at our Global Headquarters through which we recycle paper, cardboard, ink and toner cartridges, rechargeable batteries, dry-cell batteries, lighting, technology, and beverage bottles and cans.
- To educate our associate population, we regularly run waste awareness events and videos to increase recycling rates.
- In Europe, our waste reduction and recycling efforts are even more extensive – with Germany and Belgium /Netherlands/Luxembourg regions nearly achieving 100% recycling rates.
- We have a major effort in place to reduce packaging for delivery of products to our customers.
- Our warehouses use packaging optimization software designed to select the smallest size envelope or box for the products required to be shipped.
- In 2009, we implemented a new "smallest box" as well as three 100% recycled and 100% recyclable envelopes for shipping small orders.
- In Q2 2010, we started a pilot to ship items to customers in reusable plastic totes.

#### **Reducing energy and greenhouse gases:**

By investing over \$20 million in energy efficiency in 2005, Office Depot reduced electricity and absolute carbon-dioxide emissions from North American facilities by over 10% in 2006 alone. This dramatic result was achieved despite a 4.5% increase in facilities under management. The main methods by which the efficiency gains were achieved included:

- Installing T5 lighting – which is 35% more efficient than High Intensity Discharge (HID) lighting – across the majority of Office Depot stores and warehouses across North America.
- Installing high-efficiency heating, ventilation and air conditioning units in hundreds of stores.
- Upgrading Energy Management Systems, allowing facility and store managers to obtain real-time data and optimize energy usage from a central location. We upgraded our Global Data Center to “Best in Class,” according to Computerworld Magazine, by raising floor openings to increase efficiency of the HVAC system, installed individual circuit monitoring systems to control power usage, and included efficiency criteria when evaluating servers and central processing units.
- Based on these and other efforts between 2008 and 2009, Office Depot reduced its absolute greenhouse gas emissions from North American facilities by 11%.

#### **Renewable Energy Credits:**

- To supplement Office Depot’s aggressive effort to reduce carbon dioxide on an absolute basis, we also support the growth of clean renewable energy. Every year since 2006 we have purchased renewable energy credits and have been on the EPA’s Green Power Partnership List.
- In 2009 and 2010, Office Depot purchased 15,500MWh of renewable electricity, matching the electricity use at our Global HQ and thereby operating the building as a Carbon Neutral facility based on electricity-related emissions.

#### **Building Green:**

- In August 2010, Office Depot’s Global Headquarters was the first in the industry to receive LEED Gold Certification for Existing Buildings (Operations & Maintenance) from the USGBC.
- In 2008, we built the world’s first LEED certified retail store prototype in Austin, TX.
- The store located in Austin, Texas, obtained LEED Gold certification from the USGBC and won the 2009 Environmental Store of the Year Award from *Chain Store Age* Magazine. In its first full year of operation, Office Depot’s first LEED Gold store achieved 23% lower carbon intensity compared to other stores in market.
- Based on these results, in Q1 2009, we announced a bold move to pursue LEED for Commercial Interiors (CI) certification for all new and remodeled Office Depot stores in North America going forward. In 2010, 15 LEED CI stores were opened in cities across the U.S. Office Depot plans to open 40 more LEED CI stores in 2011 (a combination of new stores and relocations).
- In Europe, our UK Headquarters is also a green building, having achieved a BREEAM “Very Good” Rating (BREEAM is the UK equivalent of the LEED system).
- Office Depot’s new warehouse facility in Newville, PA is currently pursuing LEED CI.
- Office Depot is currently working toward Energy Star<sup>®</sup> certification in hundreds of retail locations in the U.S.

#### **Reducing fuel and greenhouse gases:**

- In addition to greenhouse gas reduction from facilities, Office Depot has also worked to aggressively reduce greenhouse gas emissions from transportation. Between 2008 and 2009, Office Depot reduced absolute greenhouse gases from transportation by 12% in North America.
- Office Depot achieved these carbon reduction results partly by replacing its fleet with more efficient vehicles, and using powerful software called Roadnet to help arrange delivery routes to maximize the number of packages on each route while minimizing the distance traveled.
- Because of similar dramatic results in previous years - as well as our involvement in the EPA’s SmartWay Transportation Partnership, in 2007 Office Depot was selected as one of 34 companies (out of more than 600) to receive the EPA SmartWay Environmental Excellence Award.

## Awards and Recognition for Environmental Initiatives

We have also received much acclaim for our green efforts. In 2012-13, Office Depot was recognized in *Newsweek* magazine's annual Green Rankings as the number one greenest large retailer in America for the third consecutive year. Across all industry sectors, Office Depot was ranked as America's ninth greenest large company. This ranking reinforces the environmental leadership we have maintained within the office supplies industry for years: *Office Products International* Magazine awarded Office Depot with the publication's "Environmental Reseller of the Year Award" in 2006, 2007 and 2008, and its "Outstanding Environmental Leadership Award" in 2009. In 2009, then *OPI* magazine editor Stephen White, one of the most knowledgeable observers of the office products industry, stated: "Office Depot has invested time, money, blood, sweat and tears into an (environmental program) that, not only makes it best in class, but arguably deserves wider recognition for being one of the world's finest programs."

Office Depot is proud to have been recognized with a number of prestigious environmental awards and leadership lists, including but not limited to the following:

- *Newsweek* Green Ranking<sup>®</sup> Number One Greenest Retailer in America – 2012, 2011, 2010
- U.S. Green Building Council (USGBC) Gold Certification, 2010
- BOSS Award - Business Technology Award, 2010
- EDIE Awards (Europe) Retail – Environmental Excellence for the Greener Office Guide, 2010
- ForestEthics & Dogwood Alliance – Paper Leadership in Green Grades Report Card, 2009
- Office Products International – Outstanding Environmental Leadership Award, 2009
- Office Products International – Environmental Reseller of the Year, 2006, 2007, 2008
- Responsible Purchasing Network – Responsible Purchaser of the Year, 2009
- Chain Store Age Magazine – Environmental Store of the Year, 2009 for Office Depot, Austin, TX
- Computerworld Magazine – Top 12 Green IT Users, 2009
- Dow Jones Sustainability Index Member – 2005, 2006, 2007, 2008, 2009
- The Green Apple Organization – International Green Apple Award 2007, 2008, 2009
- Green Apple – Gold Apple for Environmental Best Practices in Distribution & Logistics, 2010
- U.S. EPA Smartway Transportation Partnership – Excellence Award Winner 2007
- U.S. EPA Green Power Partnership, 2006, 2007, 2008
- California Public Utilities Commission – Flex Your Power Award for Energy Efficiency, 2007
- Multi-Channel Marketer, Silver Award for The Green Book, 2006, 2007, 2008
- U.S. Chamber of Commerce Center for Corporate Citizenship – Stewardship Award 2005

## Key Awards & Recognition 2012 - 2013

	<b>Greenest large retailer in America – Newsweek Green Ranking</b>
	<b>Environmental Protection Agency's (EPA) ENERGY STAR<sup>®</sup> Leader</b> For leadership in Reducing Greenhouse Gas Emissions
	<b>LEED for Commercial Interiors (CI)</b> Newville, PA Distribution Center
	<b>Climate Leadership Goal Achievement Award for Excellence in Greenhouse Gas Management</b> US Environmental Protection Agency, ACCO, C2ES and The Climate Registry.
	<b>Forest Stewardship Council (FSC) Australia honored OfficeMax Australia with two awards – Retailer of the Year 2012 and the Responsible Procurement Award 2012</b> for the subsidiary's ongoing support of sustainability and responsible forest management

## Pricing

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Office Depot pricing is based on COSA awarding us all categories of spend. Excluded/restricted products are not priced according to this discount structure.

### **Catalog Discount Pricing**

Office Depot will use the Office Depot System List Price and when available shall provide the City with manufacturers documentation to verify price adjustments.

### **Non-Core Items not in the BSD Catalog**

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

*Please see attached Priced-Final – City of SA 610005505 Att A, Sec 2 – Mrkt Bskt Ws – Rev 1.*

## Supply Chain Diversity Program

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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, including Minority, Women, Disabled, Veteran, and Small {SBA 8(a), SDB and HUBZone} enterprises, to ensure equal opportunity in our supplier selection process.

The Office Depot Supply Chain Diversity Program has officially been in place since December of 1999 and has consistently increased sales of HUB products from \$290 million in 1999 to over \$460 million in 2013.

The three dimensions of our Supply Chain Diversity Model consist of Vendor Diversity and Development (Tier Two), Supplier Diversity and Tier One. In using this model, we have set the following standards to help us to measure and maintain the success of the program.

- 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.



## Office DEPOT. OfficeMax®

Office Depot started a partnership with TIBH more than nine years ago. We work directly with TIBH to support our State of Texas customers, the efforts of TIBH, and the good work they do for people with blindness and other disabilities. In 2015, Office Depot will sell approximately \$3,000,000 (three million dollars) of TIBH office products to various State agencies and other corporate customers.

TIBH Industries is a unique, private, nonprofit corporation and employment opportunities catalyst for people with disabilities. They market individuals with disabilities' products and services, linking them to meaningful career options. By investing its commissions into the State Use Program, TIBH Industries has continued to grow annually, helping the Community Rehabilitation Programs (CRP's) employ nearly 7,000 individuals.

The State Use Program has proven to reduce the cost of care for people with disabilities. By adding workers with disabilities to the job market, the program increases the tax base amounting to positive savings of 10 to 35 cents on the dollar for every purchase through the State Use Program. Since the CRPs are located in large and small communities, the program also stimulates local area economic growth. Office Depot purchases products from 11 of the CRPs throughout the State of Texas.

Office Depot stocks approximately 62 SKUs for next-day delivery. For a full listing, please contact your account manager.

## Benefits

### Vendor Diversity and Development (Tier Two) Benefits

Under the Tier Two arrangement, the customer purchases good and services “indirectly” from the diversity supplier organization. Example: COSA buys from Office Depot who buys directly from the HUB firm.

To support our commitment, the Office Depot Vendor Diversity and Development program is organized into five key strategies:

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

The Office Depot Vendor Diversity and Development program objective is to provide small disadvantage businesses with economic development support through expanded market exposure. Office Depot has an internal 5% utilization goal for our Domestic Business Unit sales, which includes retail stores, business solutions, and commercial sales divisions, mail order, and Internet sales. Currently, Office Depot has partnerships with 65 HUB firms who collectively represent over 1,400 products featured in our HUB and BSD catalog. Each such product is also indicated by a “HUB” logo on our Website and online catalogs. Web users have the option of setting the default sort method for their product search requests using the ‘MBE’ criteria so that MBE products will appear first in the search results.

Our clients can receive Tier Two credit by purchasing MBE-manufactured products through Office Depot. Additionally, we have partnership agreements with many MBE office supply companies who use Office Depot distribution capabilities to form a triangular relationship with customers who then receive Tier One credit for ALL their office products purchases. Office Depot actively supports our MBE vendors by providing them access to our resources and expertise in order to enhance their businesses

## Supplier Diversity

Under the Supplier Diversity arrangement, Office Depot purchases goods and services from HUB firms for internal use and not for resale. We utilize the Vendor Diversity and Development model to source vendors, and work closely with Procurement to ensure that qualified HUB suppliers are included in all bids.

## Tier One

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

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

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

**Tier One customers benefit from:**

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

## Organizational Involvement

- National Minority Supplier Development Council ([nmsdcus.org](http://nmsdcus.org)) – Corporate Member, Board Member(2002–2010), Supplier Diversity Professional Advisory Council (2007–present), Former Chair – Chairperson's Committee, Vice-Chair – Chairperson's Committee (2004–2007), Executive Committee Member, 2007 Conference Host Committee Member, Chair – 2007 Program Conference Committee
- Women's Business Enterprise National Council ([wbenc.org](http://wbenc.org)) – Corporate Member, Board of Directors (2001–Present), Finance Committee Vice-Chair (2009–present) and Finance Committee Member (2007–present), Board Vice-Chair (2004), Women in Business Conference Planning Committee (2005, 2006)
- National Veteran Owned Business Association ([navoba.com](http://navoba.com)) – Corporate Advisory Council
- Women's Business Development Center of Florida ([womensbusiness.info](http://womensbusiness.info)) – Treasurer and Finance Committee Chair (2006–present), Board of Directors (2000–present), Chair-Annual Conference and Business Expo (2008–2010), Past Board Chair (2001–2005)
- Women's Business Development Center of Chicago – Corporate Member (2010–present)
- Florida Association of Minority Business Enterprise Officials (FAMBEO) – Board of Directors, Chain of Membership Committee, Treasurer
- Alliance for Supplier Diversity Professionals (ASDP) – Member
- Southern Florida Minority Supplier Development Council ([sfmsdc.com](http://sfmsdc.com)) – Board of Directors (2000–2007), Former Chair of Finance Committee and Buyers and Coordinators Committee, Business Expo Committee Chair (2001–2004)

- Florida Minority Supplier Development Council ([fmsdc.org](http://fmsdc.org)) – Board of Directors (2003–present), Board Chair (2004–2005, 2007), Vice Chair (2002–2004)
- Florida Minority Business Opportunity Center ([floridamboc.org](http://floridamboc.org)) – Board Chair (2005–2007)
- Georgia Minority Supplier Development Council ([gmsdc.org](http://gmsdc.org)) – Corporate Member
- Southwest Minority Supplier Development Council ([smsdc.org](http://smsdc.org)) – Board Member (2007–present), Executive Committee Member (2008), Chair of the Programs Committee (2010), Chair of the Education Committee (2008–present)
- Houston Minority Supplier Development Council ([hmbc.org](http://hmbc.org)) – Board Member, SDAC (Supplier Diversity Action Committee) Member, Chair of the Training and Development Committee, Programs Committee Member
- Greater Women's Business Council ([gwbc.biz](http://gwbc.biz)) – Former Board Member
- Diversity Information Resources ([diversityinforesources.com](http://diversityinforesources.com)) – Board of Directors(2000–present) – Former Vice Chair, Education Committee Member, Marketing Committee Member (Past Marketing Committee Chair)
- National Gay and Lesbian Chamber of Commerce ([nglcc.org](http://nglcc.org)) – Corporate Member (2009–present)
- Institute for Supply Management ([ism.ws](http://ism.ws)) – Minority and Women Business Development Group, Member, Former Board Member
- Economic Development Corporation – Former Board Member
- National Association for Female Executives ([nafe.com](http://nafe.com))

## Implementation and Transition

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### **Dedicated Implementation Team**

Office Depot will provide COSA a dedicated and experienced Global implementation team to ensure your new office supply contract is professionally and seamlessly implemented accurately and on time. Each member of our team will have specific responsibilities and progress milestones that will be identified and communicated to exceed implementation expectations.

Implementation Team Roles and Responsibilities:

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team
- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

### **Implementation Project Plan and Checklist**

#### **Implementation Project Plan**

The plan establishes a jointly agreed set of activities and timetable between COSA and Office Depot for all significant events, from awarding the contract to starting of full-scale service delivery.

It will enable us to:

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

#### **Implementation Checklist**

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

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

### **Transition from Existing Supplier**

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

## Communication Needs

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

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

## Relationship with Incumbent Suppliers

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

Together, we will:

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

## Program Launch and Marketing

To maximize contract compliance and value, Office Depot will provide a detailed program launch designed to make your end users aware of our new partnership. We will launch our program with a series of marketing activities including:

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

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

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

**Store Purchasing Card:** The Store Purchasing Card enables your organization to take advantage of negotiated contract pricing at any of our 2,000+ North American retail locations.

## End-User Training

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

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

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

**Ongoing Support:** Our eBusiness help desks and local customer 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.

## Continuous Cost Reduction Initiatives

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Office Depot will continuously recommend a variety of cost reduction programs. We can provide passive programs where we systematically point out products COSA can purchase to reduce spend while still allowing full access to all catalog/industry items and let your end users decide at point of purchase (Smart Cart functionality).

Office Depot can also provide more aggressive forms of cost management ranging from our Smart Cart technology (advising on money saving alternates at time of order entry) to Demand Management techniques, using our private brand items as a base core and adding only vital non-private-brand items to the user mix with various levels of control on non-core spend.

- **Demand Management** – Office Depot can systematically drive your users to the lowest cost product selections by utilizing our cross-reference file that automatically points a requested product to a lower cost alternative. This aggressive approach drives down customer spend. In addition to the cross reference file, Office Depot recently introduced a web-based demand management model available for punchout customers. This limited view catalog highlights your specific contract products and can be customized access by business unit. This new tool can be used to identify contract items with a drill down search and drive users to those specific products. Based on experience, we believe that if you embrace this strategy, it must be introduced as a cost savings initiative at the onset of our new program to gain end user “buy-in” and support, which will be key to drive compliance.
- **SKU Rationalization** – Office Depot has created several easy to use tools that quickly review customer usage and identify systematic approaches to drive and influence user buying patterns and trends. An example of one of these tools is called a SKU Velocity Triangle that calculates products by total extended dollars, number of times item sold and total usage and then provides a stack ranking to quickly identify valuable customer buying behavior. The analyses from these tools provide the necessary information to quickly identify lower cost opportunities for our customers.

We will also train and educate COSA personnel on streamlining the organization’s procurement process through order consolidation.

Our goal is to develop a long-term relationship with COSA. One of our key deliverables is consistent evaluation of your purchasing trends. By adding new items purchased regularly by COSA and deleting items that become obsolete, we create a dynamic core item list that is always being refreshed throughout the duration of the agreement. We will negotiate the new pricing with you, always demonstrating the benefit to your organization in making these changes. This procedure is standard practice for our Account Manager ongoing training program and an integral part of our Quarterly Business Review process.

## Billing and Invoicing Options

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

### Invoice Billing

An invoice is generated for each order placed by your end users. Your invoice can be sent either in daily or weekly intervals directly to the primary address or indirectly to the "ship to" location(s). Also, any of the header titles listed under the optional information section can be renamed as necessary by paper or electronic format.

Standard information on all invoices:

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

Optional information that can be added to the invoice:

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

Media types available for invoice billing:

- Paper
- EDI

### Consolidated Billing

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

Header Options:

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

Consolidated Bill Options:

- Detailed Consolidated Bill – Shows all detail and total for all orders reconciled in a certain billing period
- Non-Detailed Consolidated Bill – Shows only the order number and total for all orders reconciled in a certain billing period
- One-Line Consolidated Bill – Shows the number of orders reconciled in a certain billing period

Media types available for Summary Billing:

- Paper
- Electronic (Email, FTP, Diskette)

## **Payment Options**

Invoices may be paid via EFT, P-Card point-of-sale purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

## **Bill Management**

An enhanced, online self-service system puts all your billing information and time-saving account management tools right at your fingertips. Our advanced search capability allows you to sort your invoices in a variety of ways.

- Quickly access your account summary and detailed billing information to determine what is paid and what is outstanding.
- Search for invoices by date, due date, purchase order or invoice number, ship to location or transaction type.
- Drill down into invoice activities, including payments, credits and adjustments.
- View, print, or export your invoices, using a variety of formats, such as Excel, PDF, CSV, etc.

## **More Features for added Convenience**

Take advantage of our streamlined payment and online dispute processing features:

- Pay your invoices online using a credit card.
- Pay one or multiple invoices at a time in one simple transaction.
- You can dispute an invoice online and receive a tracking number to follow its progress.
- A dedicated team will work to resolve your issue efficiently and effectively.

Additional enhancements to the bill management functionality will be available soon. Check your Bill Management menu often for new convenient features.

## Financial Stability

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Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, Inc., is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience. The company has combined annual sales of approximately \$17 billion.

Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP), having previously traded on the NYSE for over 25 years. We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited Office Depot's balance sheets, thus ensuring our financial integrity and position in the marketplace.

COSA can assess Office Depot's financial standing in the marketplace with the following details:

- Office Depot's Federal Tax Identification number: 59-2663954
- Dun & Bradstreet number: 15-3531108

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

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

## Company Awards

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Office Depot believes in exceptional customer service satisfaction and strives to continue improving the way we conduct business with our customers. Each year, we are honored with various industry awards for our accomplishments.

### 2014

- Office Depot was presented with a Gold Stevie® Award for Innovation in Customer Service in the eighth annual Stevie Awards for Sales & Customer Service
- Office Depot is named one of the "Top 50 Organizations for Multicultural Business Opportunities" by DiversityBusiness.com, the nation's leading multicultural business-to-business website.
- Office Depot named to the 15th annual list of America's Top Corporations for Women's Business Enterprises (WBEs) by the Women's Business Enterprise National Council (WBENC). This marks the 12th year that Office Depot has been named to the selective list.

### 2013

- Office Depot was honored with two Silver Stevie Awards for eCommerce Customer Service, which recognized Office Depot's expanded chat services for web customers and the Telesales Team of the Year.

### 2012

- Office Depot wins Gold Stevie Award for our Customer Relations Team skillfully resolving the company's most difficult service challenges and four Silver Stevie Awards for deploying proactive web chat and email support, improving sales force productivity, utilizing technology to deliver breakthrough performance and our work at home solution.
- Office Depot named America's Greenest Retailer by *Newsweek* Magazine for the third year

### 2011

- Office Depot named America's Greenest Retailer by *Newsweek* Magazine for the second year
- U.S. Postal Service® presents Office Depot with Corporate Business Achievement Award at 2011 National Postal Forum
- Office Depot recognized for Outstanding Product Quality and Service by David Weekley Homes – Marks the sixth consecutive year office depot has received the "Partners of Choice" Award From David Weekley Homes

### 2010

- Office Depot recognized for Taking Care of Women-Owned Business for the ninth consecutive year
- Office Depot recognized as one of the Top Organizations for Multi-Cultural Business Opportunities – for 10th consecutive year, Company is included on DiversityBusiness.com List of Top 50 Organizations; achieves ranking of fifth for second consecutive year
- National Association for Female Executives (NAFE) honors Office Depot as one of the Top 50 Companies Dedicated to the Advancement of Women Professionals
- Office Depot Global Headquarters awarded LEED Gold Certification for Existing Buildings – A first for the office supplies industry – environmentally sustainable operations makes Office Depot one of the first national retailers to have its headquarters building certified
- Office Depot named America's Greenest Large Retailer in *Newsweek* Magazine's Annual Green Ranking – Company also recognized as 18<sup>th</sup> Greenest Large Company in America – the only retailer in the Top 20, Office Depot received high marks for environmental disclosure as a result of organization's comprehensive annual environmental dashboard

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: IFB# 6100005505

Name of Respondent:	Office Depot, Inc.	
Physical Address:	13484 San Pedro Avenue	
City, State, Zip Code:	San Antonio, TX 78216	
Phone Number:	281.543.2017 (cell)	
Email Address:	constance.fullerton@officedepot.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="checkbox"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:	N/A	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

CHRIS MC ENTEE

(Print Name) Authorized Representative of Bidder/Respondent

Chris McEntee

(Signature) Authorized Representative of Bidder/Respondent

Vice President

Title

4-2-15

Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: IFB# 6100005505

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	Office Depot, Inc.	
Physical Address:	6600 North Military Trail	
City, State, Zip Code:	Boca Raton, FL 33496	
Phone Number:	561.438.4800	
Email Address:	faxsupport@officedepot.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>60,000</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="checkbox"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):**

Name of Business:	Office Depot, Inc.	
Physical Address:	13484 San Pedro Avenue	
City, State, Zip Code:	San Antonio, TX 78216	
Phone Number:	281.543.2017 (cell)	
Email Address:	constance.fullerton@officedepot.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	<u>441</u>	
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="checkbox"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="checkbox"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="checkbox"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<input checked="" type="checkbox"/> Yes	No

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

CHRIS M'CENTEE

(Print Name) Authorized Representative of Bidder / Respondent

Chris M. Entee

(Signature) Authorized Representative of Bidder / Respondent

Vice President

Title

4-2-15

Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

*Chris McEnta*

Signature of person doing business with the governmental entity

4-2-15

Date



**CITY OF SAN ANTONIO  
 SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: *Annual Contract for Office Supplies*

RESPONDENT NAME:

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: N/A	\$			
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:N/A	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	
Sub:	\$			
SAePS Vendor #:			SCTRCA #:	

**\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

**If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.**

**I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.**

Print Name: CHRIS M'ENTE

Title: Vice President

Date: 4-2-15

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**FOR CITY USE**

Action Taken: Approved Denied

**ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT**