SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

"WORKING TOGETHER TO REDUCE COSTS"

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative. For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items. The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative
Procurement Operational Procedures

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- **Municipalities and other governmental entities that are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting form this bid award.** However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

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11.3. The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

11.4. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

13. AUDIT RIGHTS

CITY reserves the right to audit the records relating to this contract of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by CITY. Successful Offeror shall allow CITY to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

14. ASSIGNMENT

14.1 Successful Offeror shall not assign, transfer or sell the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

14.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

Products/Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	**$1,000,000**	**$1,000,000**
Workers' Compensation & Employer's Liability	**Statutory**	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement. All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation. The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

11. INDEMNIFICATION

11.1 **GENERAL INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the CONTRACTOR or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the CITY or its elected or appointed officials and employees.

11.2 The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

9. QUALIFICATIONS OF OFFERORS

9.1 Offeror must have adequate organization, facilities, equipment and personnel to insure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

9.2 As a part of the Proposal evaluation process, CITY may conduct a background investigation, including a record check by the Broward Sheriff's Office of Offeror. Offeror's submission of a Proposal constitutes acknowledgement of the process and consent to such investigation.

9.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.

10. INSURANCE

10.1 Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

10.2 Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk Manager certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Bidder agrees to maintain during the term of this contract:

	Limits	
Line of Business/ Coverage	**Occurrence**	**Aggregate**
Commercial General Liability	**$1,000,000**	**$1,000,000**
Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		

7. MODIFICATION AND WITHDRAWAL OF PROPOSALS

7.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

7.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

8. REJECTION OF PROPOSALS

8.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

8.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

5. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

6. SUBMISSION OF PROPOSALS

6.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

6.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

6.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of signature authority. The corporate address and state of incorporation must be shown below the signature.

6.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

6.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed Proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior **"RFP 01-15R Office Supplies"**, and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.

6.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

6.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

INSTRUCTIONS TO OFFERORS

STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Tamarac, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit and Public Entity Crime Statement, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Proposal, each Offeror must:

(a) Visit the site to familiarize himself with the facilities and equipment that may in any manner affect cost or performance of the work;

(b) Consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work;

(c) Study and carefully correlate the Offeror's observations with the proposal documents; and

(d) Notify the Purchasing and Contracts Manager or designee of all conflicts, errors and discrepancies, if any, in the proposal documents.

3.2 Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having examined the facilities and equipment; familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. NON-COLLUSIVE AFFIDAVIT AND PUBLIC ENTITY CRIME FORMS

Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the Proposal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of the Proposal.

REQUEST FOR PROPOSAL

OFFICE SUPPLIES

RFP 01-15R

The City of Tamarac, as the lead agency of the Southeast Florida Governmental Purchasing Cooperative, is issuing a Request for Proposal (RFP) to obtain the services of a qualified firm to provide office supplies. The City of Tamarac reserves the right to accept or reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the City of Tamarac.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Proposers including but not limited to Request for Quotes, Request for Proposal and Request for Bid. As such the words "bid" and "proposal" are used inter-changeably in reference to all offers submitted by prospective proposers.

1. SUBMISSION OF THE PROPOSAL

The Proposer is directed to deliver sealed proposals to the Purchasing Division, City of Tamarac, 7525 N. W. 88th Avenue, Tamarac, Florida 33321, **no later than 2:00PM local time on Wednesday, August 15, 2001.** At this time the Proposals will be opened, the names of all Proposers will be announced. All proposals shall be confidential pursuant to the Florida Statues, Chapter 119, entitled Public Records 119.07 (2)(m). All Proposers and their representatives are invited to attend. **The Proposer must show the RFP name, number and the time and date of the RFP opening on the outside of the sealed RFP package.** Delivery of the sealed proposals to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Proposer. Late Proposals will be returned unopened to the Proposer.

It is the Proposer's responsibility to read and understand the requirements of this RFP. Unless otherwise specified the Proposer must use the proposal form furnished in the Proposal packet. Proposers are required to state exactly what they intend to furnish to the City via this Solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this RFP.

The Proposer shall submit one (1) original and six (6) copies of the proposal. The original RFP must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. **Erasures or corrections must be initialed in ink by the Proposer.**

All prices, terms and conditions quoted in the submitted proposal shall be firm for acceptance for sixty days from the date of the RFP opening unless otherwise stated by the City.

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15. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless authorized by law.

16. VOLUME OF WORK

No warranty or guarantee is given or implied as to the types or quantities of services that will actually be required. The quantities stated in this Proposal are estimates of one (1) year's requirements and are for cost comparison purposes only.

17. REFERENCES

Provide a list and description of similar services satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

18. PRICE PROPOSAL

Submit your signed, firm, fixed fee performance-based price Proposal for providing all services, materials, etc., required for completion of services in accordance with your technical Proposal. The price Proposal must be submitted on the forms provided.

19. PROPOSAL COPIES

Submission of one (1) original and six (6) copies of the Proposal shall be submitted to the City of Tamarac, City Hall, 7525 NW 88th Avenue, Tamarac, Florida 33321, Attention: Anne M. Lodato, CPPB, Senior Buyer.

20. ADDENDA, ADDITIONAL INFORMATION

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This Proposal form shall be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing and Contracts Manager, may be considered as a duly authorized expression. Also, only communications from Offerors, which are signed, and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

Samples of the following documents (except the Certificates of Insurance), are attached and shall be executed as a condition of this offer:

a) Proposal, Pricing Summary and Offeror's Certification
b) Certified Resolution
c) Offeror's Qualification Statement
d) Non-Collusive Affidavit
e) Public Entity Crimes Statement
f) References
g) Foreign Corporation Statement
h) Proposer Drug-Free Workplace
i) Certificate(s) of Insurance

AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

INSURANCE

Please have your insurance representative carefully review any insurance coverage and conditions prior to submitting your proposal to ensure compliance with the insurance requirements of the Instructions to Offerors.

SPECIAL CONDITIONS

RFP 01-15R

1. SCOPE

It is the intention of the City of Tamarac, as the lead Agency of the Southeast Florida Governmental Purchasing Cooperative (Co-Op), to establish a yearly contract for the services of a qualified office supply Proposer to furnish the majority of office supplies required by the members of the Southeast Florida Governmental Purchasing Cooperative (See Co-Op Member listing) per the requirements listed herein.

2. CONTRACT TERMS

The purpose of this Request for Proposal is to establish an initial twelve (12) month contract with an option to renew for four (4) additional one (1) year periods, not to exceed five (5) years, based on performance and mutual agreement. At the end of the contract period, the City/Co-Op may extend the contract on a month-to-month basis, up to a maximum of 6 months and under the same terms and conditions, if it is in the City/Co-Op's best interest.

The Co-Op contract resulting from this Proposal is expected to commence approximately December 1, 2001 through November 30, 2002, with the ability to extend the contract for four (4) subsequent one-year periods, not to exceed a total contract period of five (5) years, based on performance and mutual agreement.

3. CONTRACT VOLUME

Items on the attached Request for Proposal Price sheets are a random sampling of the City's/Co-Op's office supply needs in past years. Estimated Dollar volumes are $80,000 per year for the City of Tamarac and $2,378,700 per year for the Co-Op. The amounts cannot be guaranteed as our needs could fall above or below these totals. Items will be ordered on an as-needed, when-needed basis.

4. ESCALATION/DE-ESCALATION CLAUSE

The City/Co-Op acknowledges the fluctuating nature of product pricing. Accordingly, an escalator/de-escalator will be accepted if price changes occur within the industry and are properly documented. Cost adjustments will be reviewed on an annual basis and shall be submitted 90 days prior to the annual anniversary date. Additional cost adjustments may be reviewed and granted if requested to coincide with a semi-annually issued catalog. The City/Co-Op may refuse to accept the adjusted costs if they are not properly documented, if increases are considered excessive and if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to its satisfaction, the City reserves the right to cancel the contract upon giving sixty (60) days notice to the contractor. **There shall be no changes to the Percent Discount offered on Catalog Pricing.**

5. PRICING

Fixed prices are requested for high-volume items. A discount percentage is required for additional catalog items that may be required by the City/Co-Op during the contract term. The discount is to be listed on the Request For Proposal Price Sheets.

If product assembly is required, the assembly fee may not exceed 5% of the cost of the item.

Participating Agencies will not assume the cost for special packaging unless it is specifically requested in writing or such need is indicated on the proposal and approved by the Agency.

6. ADDITIONAL HIGH-VOLUME FIRM UNIT PRICING

After Award, and during the term of the contract, each Agency may submit to the Proposer a list of additional high-volume items. The Proposer will quote firm prices for these items utilizing the same formula that was used to establish the originally quoted items in this RFP. The prices quoted for these additional items will remain firm during the term of the contract and will be subject to the same increase/decrease in pricing stipulated herein upon renewal of the contract. A copy of this additional high-volume list is to be forwarded to the lead Agency: City of Tamarac, Attention: Anne M. Lodato, CPPB.

7. PROBATION PERIOD

The first (6) six months of the contract will be considered probationary. The probationary period may be extended for additional six (6) month periods if the City/Co-Op deems necessary. The Co-Op Lead Agency, City of Tamarac, will notify the Proposer of any contract deficiencies verbally and/or in writing. The situation must be remedied immediately and the Lead Agency shall be notified when corrections have been completed. If, in the opinion of the Lead Agency, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the Lead Agency/Co-Op reserves the right to terminate the contract per the Termination of Contract provision.

8. QUALIFICATIONS OF PROPOSER

This Proposal shall be awarded only to a responsible Proposer qualified to provide the supplies specified.

- Provide a list and brief description of similar contracts satisfactorily completed denoting location, dates of contracts and names and addresses of owners. Similar accounts shall mean accounts of similar dollar volume, type of contract items, number of delivery sites and number of people in organization.
- Submission of Quality Control Program showing manner and timeframe in which orders will be filled.
- Summary of Delivery Method/Service that will be used including time between order placement by Agency and order delivery at City/Co-Op locations.
- Listing of office hours for placing orders and contacting Customer Service.

- Staff list of personnel assigned to City/Co-Op accounts showing office phone number, cellular phone number, pager number and email address, along with title and responsibilities. City/Co-Op requires a minimum of five (5) Sales Representatives and five (5) Customer Service Account Representatives.
- Location(s) of warehouse facilities that supply and fill City/Co-Op orders.
- Please describe your company's Quality Initiative Program (if any).
- What type of performance measuring or benchmarking system does your company have in place to ensure continuous improvement?

Only Proposers meeting the following minimum qualifications should submit proposal packages:

- The Proposer must have been providing office supply products and services as specified herein for a minimum of three (3) years.
- **Internet Ordering is mandatory.** The Proposer must provide Internet information sufficient for the Evaluation Committee to view and evaluate Proposer's website. This website **must** include a complete online catalog; pricing (including contract and list prices); order form; transaction history/reports and provide capability for participating Agencies to view its respective usage. Complete usage reports for all participating Agencies must be provided to the City on a quarterly basis.
- **The Proposer must accept payments via Procurement Cards (VISA).** Agencies must be capable of utilizing these Procurement Cards for placing orders via the Internet, fax and telephone.

Failure to provide the requested minimum qualifications listed above may result in your proposal being deemed non-responsive.

9. BILLING REQUIREMENTS

Each Agency's billing/invoicing requirements will vary and must be met. Proposer is to indicate types of billing/invoicing offered. Please submit sample invoices, billing methods and cycles. The Proposer shall ensure that all delivery slips clearly state the purchase order number; date of delivery; carrier or method of delivery; total carton count delivered; item description; quantities ordered, shipped and backordered, and any other Agency requirements.

10. PRICING/ORDERING

Proposer is to state firm price including all delivery/handling charges. Discount percentage off current Proposer catalog price (except furniture, copiers, computers, and electronics) must also include delivery/handling charges. Agencies requesting prices on furniture, copiers, computers or electronics may call the Proposer for a specific quote.

For the purposes of this RFP, items listed will reflect only one stock number for a specific group of items. Agencies may order writing instruments in fine or medium point, or in any available ink color and the pricing will remain the same as quoted herein. "Colored" refers to any color of the item listed in the Proposer Catalog.

11. ORDER FORM AND CATALOGS FOR CONTRACT ITEMS

Awarded Proposer will be responsible for developing an "Easy Order form" and an "Internet Order form". These forms will display the contract items with columns for quantity, contract price, and description. The contract items shall be clearly identified within the form and on the website, and the contract price for each item must be clearly shown. The "place an order" section of the awarded Proposer's website must be developed and maintained by the Proposer. Each Agency will be placing either faxed or online orders using these two methods. The "easy order form" or "Internet form" shall be completed within 30 days from Notice of Award.

The awarded Proposer will be responsible for **clearly** identifying the City/Co-Op contract bid items and should be identified in the following manner:

- A custom catalog identifying the contract items, including contract price, list price, product description and any Proposer-specific order numbers.
- A custom price sheet identifying the contract items, including contract price, list price, description and any Proposer-specific order numbers.
- An Internet site that will be customized to clearly identify the contract items among the balance of items available.
- Proposer catalogs shall be indexed by category and manufacturer.
- Awarded Proposer shall provide as many catalogs as requested by participating Agencies at no charge.
- Catalog, Internet ordering capability and "easy order form" must be reviewed and updated on an annual basis to reflect changes in City/Co-Op requirements.

12. INVENTORY

The Proposer shall have access to adequate inventory to attain a 100% fill rate on high-volume items, and a 95% fill rate on catalog items. A 100% fill rate means that 100% of the high-volume items will be delivered within 48 hours after receipt of order.

A 95% fill rate means that 95% of all items ordered through the catalog will be delivered within 96 hours after receipt of order. All line items must be shipped complete. The City/Co-Op reserves the right to require proof of access to inventory.

The Proposer shall notify each Agency's Purchasing Department when out of stock on any item due to circumstances beyond the Proposer's control. Participating Agencies reserve the right to procure such out of stock items from other sources. Special order items should be delivered within 14 calendar days after receipt of a purchase order. Proposer should notify the Agency Purchasing Department if special order items were ordered.

13. SHIPMENTS

Deliveries are to list purchase order numbers on all boxes and, if for more than one final destination, the final destination is to be indicated on the boxes.

14. DELIVERY & ACCEPTANCE

Deliveries will be limited to locations within northern Miami-Dade and all parts of Broward County, Florida. Delivery is to be F.O.B. destination. Minimum order requirements shall not exceed $25.00 per delivery location address.

Proposers are to list purchase order numbers and any other Agency requirements on all boxes delivered. The material remains the property of the Seller until final acceptance by the Agency's end user. If deliveries are dropped off, shortages/overages will be reported by the specific Agency within 2 working days.

Delivery will consist of dockside deliveries and desktop deliveries. Desktop delivery may include one or more final destinations within a single location address. Agencies may add or delete delivery locations. Some Agencies may require that the final destination (Building and Room number) of multiple boxes in a single location delivery be indicated on each box.

The material delivered under this proposal must comply with the terms herein, and be fully in accord with specifications and of the highest quality. It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approved or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

15. AUTOMATIC RETURNS

An order will be placed with the understanding that all items delivered must meet with the approval of the City/Co-Op Agency. Material not acceptable will be returned for credit. Proposer must show return authorization address for material damaged in shipment; incorrect merchandise shipped; and/or duplicate shipments, and is returned at the Proposer's expense. Authorization for return of merchandise ordered in error by City/Co-Op members will be through Proposer's representative, via telephone or expediter request; such material is to be returned at Owner's expense, if shipped other than by Proposer's truck. Restocking charges will not be accepted for any item(s) shipped in error or for damaged merchandise.

16. CATALOGS

Awarded Proposer must supply sufficient catalogs and price lists, free of charge, to all Co-Op Agencies. Catalogs must be received within 30 days after Notice of Award.

17. SAMPLES, PRODUCT LITERATURE AND CATALOGUES

Proposers may be required to submit samples of items bid for evaluation within seven (7) calendar days upon request from City/Co-Op. Each individual sample must be labeled with Proposer's name, RFP number, and item number.

There will be no charge for samples. Proposer should also submit photographs, drawings, manufacturer's catalogues or product literature on the items requested. Literature should be clearly marked with each item number. Failure of Proposer to submit requested samples, literature and/or catalogues may result in Proposer's proposal being declared non-responsive.

18. QUARTERLY/ANNUAL REPORTING REQUIREMENTS

Proposer is required to submit quarterly reports to each Agency. After award, each Agency will discuss the report format and when the reports should be prepared. A copy of the report should be sent to the lead Agency. Proposer is required to attend Co-Op meetings as requested by Lead Agency.

19. CONTRACT EVALUATION

After award, Co-Op members may perform site visits at their discretion. Site visits may be utilized as a method to evaluate performance of the contract. Other methods of evaluation may include the service and performance criteria listed as a requirement of this proposal.

20. SUBSTITUTIONS

After award, substitutions of materials will not be accepted unless approved in writing by each Agency.

21. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee composed of representatives from several of the participating Co-Op Agencies will be responsible for selecting the most qualified firm based on qualifications, product information, costs, service, experience/past performance, billing and quarterly/annual reporting as provided in the submitted proposal.

Proposers meeting all requirements and determined to be the most qualified will be asked to make a detailed presentation to the Evaluation Committee.

Each Proposer should submit documents that provide evidence of capability to provide the commodities and services required. The Evaluation Committee will then use these documents to prepare a short-list. The short-listed Proposers will be contacted via telephone and a follow-up letter to prepare a presentation that will conclude the selection process and result in final award.

A list will be compiled of the names and addresses of Proposers who submit Proposals. This list will be posted within two (2) working days in the City of Tamarac's Purchasing Division.

All Proposers will be investigated as to organization, ability to perform, and experience. The City/Co-Op reserves the right to reject any proposal which does not meet the required qualifications and/or fails to complete the entire Proposal and/or submit as required under "Proposal Requirements".

22. EVALUATION COMMITTEE

An Evaluation Committee will evaluate all Proposals that have been deemed responsive to determine which proposal best meets the needs of City of Tamarac and the Southeast Florida Governmental Purchasing Co-Operative based on the criteria stated. Evaluations will be made by a Committee established for this purpose, composed of volunteer Co-Op members with a maximum of one voting volunteer per participating Agency. Recommendation of award of the contract shall be based on all information submitted by the Proposer; a thorough review of all references provided; interviews with the short-listed firms; and certain objective and subjective considerations. Committee members are not to be contacted during the Proposal Evaluation process.

The City/Co-Op reserves the right to award the contract to the Proposer who will best serve the interests of the City/Co-Op. The City/Co-Op reserves the right to accept or reject any or all proposals. The City/Co-Op reserves the right to waive minor variations to the specifications and the proposal process if it is in its best interest. Minor variation(s) will be determined by the City/Co-Op only.

23. AWARD/EVALUATION CRITERIA

The Evaluation Committee, following the closing date for submission, will evaluate each Proposal. All responsive Proposers will be investigated as to experience, financial condition, personnel/organization, and ability to perform utilizing the following criteria:

- **SERVICE** The Proposer's overall qualifications and experience related to their ability to perform deliveries in a timely manner. The Proposer's ability to promptly correct price discrepancies, resolve billing problems, handle returns and issue credits. The Proposer's back order history and order fill/completion ratio. The amount of local inventory available and the size and location of the warehouse(s) that will be handling the City/Co-Op's orders. The ability to deliver the orders within the time stated within the Request for Proposal.

- **PRICING** Lowest and best overall price based on both firm unit pricing and percentage off entire current Proposer Catalog. **SUBSTITUTIONS FOR BIDDING PURPOSES:** No substitutions will be accepted, with exceptions indicated. If the manufacturer has discontinued model number, Proposer is to bid the same style but indicate the correct model number. Proposer must then provide detailed specifications, including a picture of the product and confirmation from the manufacturer that the product has been discontinued. Proposer must indicate brand and model number of any recycled products included in pricing summary. Indicate if additional discounts are available for dockside deliveries.

- **EXPERIENCE/PAST PERFORMANCE** The submitting Proposer will supply a list of individual clients of similar size and type of contract to serve as references. The enclosed Offeror's Qualification Statement must be completed and returned with the Proposal. The Proposer should have demonstrated three (3) years of satisfactory past performance in the area of service stipulated in the Request for Proposal.

- **INTERNET ORDERING** Internet ordering is mandatory. The Proposer will provide Internet information sufficient for the Evaluation Committee to view and evaluate Proposer's website. This website **must** include a complete online catalog; pricing (including contract and list prices); an order form; transaction history and reports and capability of participating agencies to view their respective usage.

- **PROCUREMENT CARDS** The Proposer must accept payments via Procurement Cards (VISA). Agencies must be capable of utilizing these Procurement Cards for placing orders via the Internet, fax and telephone.

- **BILLING/INVOICES** Submit sample invoices and indicate if additional discounts are available for timely payments. Invoices are to be accurate, clear, and precise and prices must be shown with a maximum of two decimal places. Minimum invoice information includes: purchase order number; item description; quantities ordered, shipped and back-ordered; and credits, if any. Credits must reference the appropriate purchase order number. Purchase order numbers must be listed on invoices, shipment packaging, shipping documents, and credit memos. Billing requirements vary by Agency. All Agency requirements must be met.

- **QUARTERLY ANNUAL REPORTING** The Proposers should meet the minimum requirements of providing quarterly annual reports to the City of Tamarac as the Lead Agency. The submission of reports would be preferred via email and in Microsoft Excel format.

24. ADDITIONAL REQUIREMENTS

The Proposer should meet the following requirements:

- Have the capacity to perform.
- Have successfully executed a contract similar in nature and/or dollar value within the past three years.
- Have a satisfactory three (3) year record of past performance.
- Provide details of existing contracts of similar size and nature, including phone numbers and contact person.
- Provide details regarding any cancelled contracts.
- Provide the address, square footage and estimated monthly dollar inventory of your local warehouse(s).
- Explain any technological innovations available to participating Agencies addressing ordering and billing procedures.

25. EVALUATION COMMITTEE RANKING CRITERIA

The Evaluation Committee will rank each Proposal that meets all the criteria listed in the Award/Evaluation Criteria and the Additional Requirements listed above.

The criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and ranking of proposers.

Short listed Proposals will be selected for a presentation to the Evaluation Committee and will be notified in writing of the time and location of the presentation prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive.

26. SCHEDULE OF EVENTS

The schedule of events shall be as follows:

Event	Date (on or by)
1. Issuance of Request for Proposals	07/20/01
2. Opening of RFP 01-15R Proposals	08/15/01
3. Proposal Evaluations	08/15/01 - 08/24/01
4. Notification of Short Listed Proposers	week of 08/27/01
5. Proposer Presentations	week of 09/03/01
7. Contract Preparations	week of 09/10/01
8. Award of Contract	09/26/01

CITY reserves the right to delay scheduled dates.

27. RIGHT TO REJECT PROPOSALS

As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Additional information may be required of the Proposer during the review and selection process to clarify the Proposers presented information.

28. QUESTIONS ABOUT THE RFP

Questions regarding the proposal or the process shall be directed in writing to Anne M. Lodato, CPPB, Senior Buyer, City of Tamarac, 7525 NW 88th Avenue, Tamarac, FL 33321 or by fax (954) 724-2408.

Contact with any City of Tamarac personnel other than the Senior Buyer or designated representative, including any members of the Evaluation Committee, regarding this Request for Proposal may be grounds for elimination from the selection process.

	Proposal Totals							Presentation Totals			
Proposer's Name:	Apricot Office	Best Whsle	Boise Cascade	Corp. Express	Halsey Griffith	Office Depot	Roth Office	Apricot Office	Boise Cascade	Corp. Express	Office Depot
Req.: Internet & Procard	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
ered to the Instructions	YES	YES	YES	YES	NO	YES	YES	YES	YES	YES	YES
SERVICE (MAX 30 POINTS)								SERVICE			
oward Community College	24	19	24	24	15	24	24	26	20	26	24
ral Springs	27	22	27	22	22	21	19	27	24	26	24
vie	26	7	18	25	13	26	24	26	17	24	26
rt Lauderdale	24	12	28	28	18	29	25	25	27	29	27
mpano Beach	25	10	18	19	15	25	12	25	24	23	25
marac	24	23	28	27	19	29	20	25	17	29	25
PRICING (MAX 20 POINTS.)								NOT APPLICABLE			
oward Community College	12.75	12.12	20	14.78	6.77	14.1	12.08				
ral Springs	12.75	12.12	20	14.78	6.77	14.1	12.08				
vie	12.75	12.12	20	14.78	6.77	14.1	12.08				
t Lauderdale	12.75	12.12	20	14.78	6.77	14.1	12.08				
mpano Beach	12.75	12.12	20	14.78	6.77	14.1	12.08				
marac	12.75	12.12	20	14.78	6.77	14.1	12.08				
EXPERIENCE/PAST PERFORMANCE/FINANCIALS (MAX. 25 POINTS)								EXP./PAST PERF./FINANCIALS			
oward Community College	20	10	25	15	15	25	17	21	18	20	25
ral Springs	18	10	22	18	7	19	13	20	20	22	21
vie	22	6	10	16	15	22	20	21	20	18	23
rt Lauderdale	23	12	20	20	15	24	20	23	19	24	22
mpano Beach	22	10	19	10	10	22	17	22	18	20	21
marac	16	22	23	23	19	25	20	20	23	24	25
BILLING/INVOICES (MAX 20 POINTS)								BILLING/INVOICES			
oward Community College	16	0	16	16	0	20	16	16	16	16	20
ral Springs	15	0	18	18	0	15	15	17	16	18	18
vie	17	5	8	13	4	18	16	17	13	15	18
rt Lauderdale	18	0	17	18	0	19	17	18	17	18	19
mpano Beach	18	0	16	12	0	16	16	18	14	16	16
marac	13	0	18	19	0	19	16	16	18	20	20
QUARTERLY ANNUAL REPORTING (MAX. 5 POINTS)								QUARTERLY ANNUAL REPORTING			
oward Community College	4	0	4	5	0	4	3	4	5	5	4
ral Springs	4	0	4	5	0	5	0	4	5	5	5
avie	3	1	4	5	1	5	1	5	4	5	5
rt Lauderdale	4	0	4	5	0	5	4	4	4	5	5
mpano Beach	4	0	4	4	0	4	4	4	4	4	4
marac	4	0	4	4	0	5	4	4	4	5	5
TOTAL POINTS								TOTAL POINTS			
oward Community College	76.75	41.12	89	74.78	35.77	87.1	72.08	67	59	67	73
ral Springs	76.75	44.12	91	77.78	35.77	74.1	59.08	68	65	71	68
avie	60.75	31.12	60	73.78	39.77	85.1	73.08	69	54	62	74
rt Lauderdale	81.75	36.12	89	85.78	39.77	91.1	76.08	70	67	76	73
mpano Beach	81.75	32.12	77	59.78	31.77	81.1	61.08	70	60	63	66
amarac	69.75	57.12	93	87.78	44.77	92.1	72.08	65	62	78	75
otals	467.5	241.72	499	459.68	228.62	510.6	415.48	409	387	417	429
RANKING								RANKING			
otal Rankings	3	6	2	4	7	1	5	3	4	2	1

EXHIBIT C

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

OFFICE DEPOT, INC.

THIS AGREEMENT is made and entered into this 14 day of November 2001 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Avenue, Tamarac, FL 33321 (the "City") and Office Depot, Inc., a Delaware corporation with principal offices located at 2200 Old Germantown Road, Delray Beach, FL 33445 (the "Contractor") to provide for Office Supplies.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The contractor shall perform all work for the City required by the contract documents as set forth below:

a) Contractor shall furnish all labor, materials, and equipment necessary to provide and deliver Office Supplies as per the terms and conditions included within Request for Proposal (RFP) 01-15R.

b) Contractor shall supervise the work force to ensure that all of Contractor's workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.

c) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The insurance required hereunder may be through Contractor's qualified self-insurance program.

Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

The work to be performed under this Agreement shall be effective beginning December 1, 2001 thru November 30, 2002, with the option to renew for four (4) additional one (1) year periods, not to exceed a total contract period of five (5) years, based on performance and mutual agreement.

5) Contract Sum

The pricing for this contract is based upon a fixed price for the proposal contract items and 53% off list price for the balance of the Business Services Division (BSD) catalog with a 15% Gross Profit (GP) floor. Virtual items in the BSD catalog (marked as a blue S) are 15% off list; Furniture is 35% off list with a 1% (GP) floor; Business Machines are at Market price; and Paper is floating according to market price.

6) Payments

Payment shall be made within thirty- (30) days after the City's receipt and approval of Contractor's invoices, prepared in such form and detail as the City may specify. Undisputed invoices not paid within thirty- (30) days of notice that invoices are past due, shall bear interest at the rate of 1.5% per month.

7) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

9) Independent Contractor

Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

10) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a Copy To:

City Attorney at the same address.

CONTRACTOR

Linda S. Sykes, DSM
Office Depot, Inc.
13794 NW 4th Street, Suite 200
Sunrise, FL 33325

With a Copy to:

Office of General Counsel
Office Depot, Inc.
2200 Old Germantown Road
Delray Beach, FL 33445

12) Termination

This Agreement may be terminated by City or Contractor for cause or by either party for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

13) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Should this Agreement be terminated for lack of funding, all invoices for services and/or commodities supplied under the Agreement shall be paid in full.

14) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The nonenforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and Office Depot, Inc., signing by and through its Senior Vice President East, duly authorized to execute same.

CITY OF TAMARAC

Joe Schreiber, Mayor

Date: 11/14/01

Jeffrey L. Miller, City Manager

Date: 11/14/01

ATTEST:

Marion Swenson, CMC
City Clerk

Date: 11/14/01

Approved as to form and legal Sufficiency:

11/14/01

Mitchell S. Kraft, City Attorney

ATTEST:

(Corporate Secretary

BRIAN D. DAN
Assistant Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

OFFICE DEPOT, INC.

Authorized Signature

Cindy Campbell, Senior Vice President East
Type/Print Name of Officer

Date: 11-9-01

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

:SS

COUNTY OF Palm Beach :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Cindy Campbell, Senior Vice President East, Office Depot, Inc. a Delaware corporation, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 2nd day of November, 2001.

Janice M. Olst

NOTARY PUBLIC, State of Florida at Large

OFFICIAL NOTARY SEAL
JANICE M OBST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC751886
MY COMMISSION EXP. JULY 13,2002

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

(✓) Personally known to me or
( ) Produced Identification

Type of I.D. Produced

( ) DID take an oath, or (✓) DID NOT take an oath

Office DEPOT
Business Services Division

October 31, 2001

Lynda S. Flurry, CPPO
Purchasing and Contracts Manager
City of Tamarac
Finance Department, Purchasing Division
7525 N.W. 88th Ave.
Tamarac, Florida 33321

Re: Office Supplies Proposal RFP 01-15R

Dear Ms. Flurry:

Pursuant to the negotiation phase of the selection process, we offer the following discounts and pricing structure for Office Supplies Proposal RFP 01-15R.

The Proposal Contract Items are at a fixed price for one (1) year

The Balance of the Business Services Division (BSD) catalog 53% off list with a 15% Gross Profit (GP) floor

Virtual items in the BSD catalog (marked as a blue S) 15% off list

Furniture contract 35% off list with a 1% (GP) floor

Business Machines contract at Market price

Paper contract is a floating contract according to market price.

We are able to extend the improved discount on the Business Services Division catalog to 53% off list with a 15% GP floor by excluding furniture from this contract. Furniture has always been excluded from the RFP process but was offered by Office Depot as an added benefit. The contracts for the Virtual Items, Business Machines and Paper will remain the same as your previous contract. The 15% GP Floor simply guarantee's that Office Depot will make a 15% profit if an item falls below our GP margin.

We appreciate the time you have spent with Office Depot negotiating this contract and thank you for your business.

Sincerely,

Cindy Campbell

Cindy Campbell
Senior Vice President - East
Office Depot, Business Services Division

Cc: John Russo, Glenda Acevedo, Linda S. Sykes

13794 NW 4th Street · Suite 200 · Sunrise, FL 33325 · (800) 815-7221 · Fax: (954) 846-1233

COMPANY NAME: (Please Print): **Office Depot, Inc.**

Phone: **(800) 821-4624 x7107** Fax: **954-846-1233**

---NOTICE---

Before submitting your proposal, make sure you...

X 1. Carefully read all the Specifications and complete the Proposal Form.

X 2. Complete and sign the Proposal Submission Form.

X 3. Sign the Proposal Certification Form.

X 4. Complete the Proposal Variance Form.

X 5. Complete the Offeror's Certification.

X 6. Complete the Certified Resolution.

X 7. Complete the Offeror's Qualification Statement.

X 8. Complete the Non-Collusive Affidavit.

X 9. Complete the References.

X 10. Complete the Sworn Statement on Public Entity Crimes

X 11. Complete the Vendor Drug-Free Workplace.

X 12. **Include Proof of Insurance.**

X 13. **Submit one (1) Original and six (6) Photocopies of your submission, including six (6) catalogs, clearly marked "RFP 01-15R Office Supplies".**

Make sure your bid is submitted PRIOR to the deadline. Late bids will not be accepted. Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR SUBMISSION.

REQUEST FOR PROPOSAL
OFFICE SUPPLIES

RFP NO. 01-15R

ADDENDUM NUMBER 2

DATE OF ADDENDUM: August 15, 2001

Proposers are hereby notified that this Addendum shall be attached to and made part of the above named Proposal Documents, dated 7-20-01.

The following changes and/or clarifies information included in the original document on the **Contract Items Price Sheets**.

1. **Contract Items Price Sheet Page 26**
   Line 11 - Binder, Economy, 3 Round Ring 2" Black the correct Wholesaler Product Code is: **Wilson Jones WLJ-363-44BG.**
   Line 15 – Binder, Round 3 Ring, Label, 1" Ring Black the correct Wholesaler Product Code is: **Wilson Jones WJ80911D.**
   Line 22 – Book, Phone, Message, 400 Set the correct Wholesaler Product Code is **Tops 4003.**

2. **Contract Items Price Sheet Page 30**
   Line 2 – Pad, Perf, 5X8, OD, Can, Jr Lg the correct Wholesaler Product Code is **Tops 74840.**
   Line 3 – Pad, Perf, 5X8, OD, Wht, Jr Lg the correct Wholesaler Product Code is **Tops 74830.**
   Line 4 – Pad, Perf, Lgl Rld, 8.5X14, the correct Wholesaler Product Code is **Tops 74840.**
   Line 11 – Paper, Adding Machine, 2.25X150, White Single Ply the correct Wholesaler Product Code is **NCR 225150ADEA or SPARCO 00827.**

All other terms, conditions, and specifications shall remain the same. If you have any questions regarding this addendum, please call (954) 724-2450.

Anne M. Lodato, CPPB
Senior Buyer

Please sign and include this page as part of your RFP submittal.

Blanda Robbins
Authorized Signature

Office Depot, Inc.
Company Name

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty	Price/UOM	Ext. Price
BINDER,3 RING VIEW,1 1/2" ,BLACK	AVERY 17021	EA	103	$ 5.64	$ 580.92
BINDER,3 RING,11X8.5,1" MAROON	WILSON JONES 36814NC	EA	171	$ 0.93	$ 159.03
BINDER,3 RING,VIEW,1" ,WHITE	AVERY 17012	EA	124	$ 4.53	$ 561.72
BINDER,3 RING,VINYL,11X8.5,1" BLACK	WILSON JONES 36814NB	EA	126	$ 0.93	$ 117.18
BINDER,3 ROUND RING,VIEW,1" ,WHITE	WILSON JONES 36214WG	EA	113	$ 1.54	$ 174.02
BINDER,3 ROUND RING,VIEW,1/2" ,WHITE	WILSON JONES 36213WG	EA	425	$ 1.54	$ 654.50
BINDER,3 ROUND RING,VIEW,1-1/2 ,BLACK	WILSON JONES 36234BG	EA	225	$ 1.84	$ 414.00
BINDER,3RING,11X8.5,1 1/2" WITH LABEL HOLDER	WILSON JONES 36834NHB	EA	436	$ 1.89	$ 824.04
BINDER,DATA PRESSBOARD,14-7/8X8.5,LIGHT BLUE	ACCO 52042	EA	142	$ 2.98	$ 423.16
BINDER,ECONO,ROUND RING,1 1/2", WHITE	WILSON JONES 36334WG	EA	141	$ 2.66	$ 375.06
BINDER,ECONOMY, 3 ROUND RING,2" ,BLACK	WILSON JONES W70121E	EA	703	$ 3.44	$ 2,418.32
BINDER,OVERLAY,CLEAR,1 1/2" RING BLACK	WILSON JONES 36234BG	EA	256	$ 1.84	$ 471.04
BINDER,PRESSBOARD,1" BLAC RECYCLED	ACCO 38631	EA	223	$ 1.85	$ 412.55
BINDER,RING,ROUND,1" CAP,WHITE	WILSON JONES 38314WG	EA	200	$ 2.40	$ 480.00
BINDER,ROUND 3 RING ,LABEL,1" RING,BLACK	WILSON JONES W80911D	EA	112	$ 1.83	$ 204.96
BINDER,ROUND 3 RING,1 1/2" GRAY	WILSON JONES 36334MG	EA	613	$ 2.66	$ 1,630.58
BINDER,VIEW,3RING,11X8.5,1 1/2" WHITE	AVERY VB1115WE	EA	106	$ 4.43	$ 469.58
BINDER,VIEW,ROUND,2" ,DARK BLUE	WILSON JONES 36344BLG	EA	104	$ 3.20	$ 332.80
BOOK,APPT,DAILY,DESK 4 7/8" X 8" ,BLACK	AT A GLANCE G10000	EA	126	$ 6.09	$ 767.34
BOOK,APPT,WEEKLY,DAYMINDER 8"X11" PROF BLACK	AT A GALANCE G52000	EA	169	$ 6.81	$ 1,150.89
BOOK,APPT,WKLY,8.25X11,BLACK	AT A GLANCE 7095005	EA	108	$ 8.90	$ 961.20
BOOK,PHONE,MESSAGE,400SET	TOPS 1154	EA	604	$ 2.26	$ 1,365.04
BOOK,PHONE,MESSAGE,6.25X4	TOPS 4010	EA	200	$ 1.34	$ 268.00
BOOK,STENO,6X9,70CT,GREEN	TOPS 25774GR	EA	1671	$ 0.69	$ 1,152.99
BOOK,STENO,RECYCLED ,GREGG,80PG WHITE	TOPS 25774WH	EA	1365	$ 0.74	$ 1,010.10
CALENDAR REFILL, 2 COLOR DESK,3 1/2" X 6"	AT A GLANCE E71750	EA	2058	$ 0.99	$ 2,037.42
CALENDAR,DESK SK/WL,9/00-12/0	AT-A-GLANCE 241600	EA	370	$ 5.63	$ 2,083.10
CALENDAR,DESK,22X17,ROSE	AT A GLANCE SK25RS	EA	137	$ 4.94	$ 676.78
CALENDAR,DESK,MONTHLY 22X17 JAN-DEC 2001	AT A GLANCE SK24000	EA	2099	$ 1.92	$ 4,030.08
CALENDAR,WALL,ERASE/REV,24" X 36"	AT A GLANCE PM2628	EA	131	$ 10.70	$ 1,401.70
CARTRIDGE TONER,LJ 2100 SERIES,96A	HEWLETT PACKARD C4096A	EA	137	$ 86.02	$ 11,784.74
CARTRIDGE,INK,BLACK,51629A	HEWLETT PACKARD 51629A	EA	1852	$ 25.31	$ 46,874.12
CARTRIDGE,INK,BLACK,51645A	HEWLETT PACKARD 51645A	EA	2621	$ 25.62	$ 67,150.02
CARTRIDGE,INK,COLOR,C1823D	HEWLETT PACKARD C1823D	EA	657	$ 28.47	$ 18,704.79
CARTRIDGE,INK,HI CAPACITY 51626,BLACK	HEWLETT PACKARD 51626A	EA	453	$ 25.62	$ 11,605.86
CARTRIDGE,INKJET,TRICOLOR	HEWLETT PACKARD C6578DN	EA	307	$ 28.75	$ 8,826.25

Glenalon Robertson
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
PAD,LETTER,LTR SECOND NATURE WHITE	TOPS 20172	EA	153	$ 1.06	$ 162.18
PAD,PERF,5X8,OD,CAN,JR LG	OD99421	EA	2746	$ 0.35	$ 961.10
PAD,PERF,5X8,OD,WHT,JR LG	OD99422	EA	2325	$ 0.35	$ 813.05
PAD,PERF,LGL RLD,8.5X14,O	OD99420	EA	1099	$ 0.79	$ 868.21
PAD,PERFORATED WRITING,8.5X11 3/4" WHITE,LEGAL RULED 1	TOPS 63410	DZ	1326	$ 8.09	$ 10,727.34
PAD,PERFORATED, RECYCLED, LETTER,WHITE	TOPS 74880 EA	EA	1045	$ 0.55	$ 574.75
PAD,PERFORATED,DOCKET GOLD,8.5X11,CANARY	TOPS 63950EA	EA	207	$ 0.89	$ 184.23
PAD,PERFORATED,DOCKET GOLD,8.5X11,WHITE	TOPS 20070	EA	441	$ 0.89	$ 392.49
PAD,PERFORATED,RECYCLED JR,CANARY ,LEGAL	TOPS 20284EA	EA	173	$ 0.33	$ 57.09
PAPER,ADD,ROLL,3X100,W/C CARBONLESS	NCR 845841	RL	200	$ 0.66	$ 132.00
PAPER,ADDING MACHINE ,2.25X150, WHITE SINGLE PLY	225150ADEA	EA	2034	$ 1.53	$ 3,112.02
PAPER,COPY,20 LB,8 1/2" X 11, GREEN	XEROX 3R5857	RM	502	$ 3.83	$ 1,922.66
PAPER,COPY,20 LB,8 1/2" X 11, PINK	XEROX 3R5859	RM	191	$ 3.83	$ 731.53
PAPER,COPY,20 LB,8 1/2" X 11, WHITE 10 REAMS/CASE	CHAMPION DC11	CA	3838	$ 25.31	$ 97,139.78
PAPER,COPY,20 LB,8 1/2" X 11, YELLOW	XEROX 3R5858	RM	728	$ 3.83	$ 2,788.24
PAPER,COPY,20 LB,8 1/2" X 11,BLUE	XEROX 3R5856	RM	904	$ 3.83	$ 3,462.32
PAPER,LETTER 20#,RECYCLED,MULTIUSE WHITE 10 REAMS/CA	GREAT WHITE 86700	CA	108	$ 26.21	$ 2,830.68
PEN,BALL POINT,MEDIUM POINT,STICK PEN BLUE INK	PAPERMATE 33111	DZ	1477	$ 0.85	$ 1,255.45
PEN,BALL POINT,MEDIUM POINT,STICK PEN RED INK	PAPERMATE 33211	DZ	3789	$ 0.85	$ 3,220.65
PEN,BALLPOINT,CHAIN & BASE STAY-PUT BLACK INK	MMF INDUSTRIES 258025504	EA	200	$ 1.26	$ 252.00
REFILL,PEN, CHAIN STAY-PUT,BLACK INK	MMF INDUSTRIES 258025604	EA	347	$ 0.78	$ 270.66
PEN,BALLPOINT,CLIC-STICK,MED,BLUE	BIC CSM11BE	EA	760	$ 0.28	$ 212.80
PEN,BALLPOINT,COMFORT MATE,RETRACTABLE, MED BLACK	PAPERMATE 83301	DZ	139	$ 4.53	$ 629.67
PEN,BALLPOINT,COMFORTMATE,RETRACTABLE,MED BLUE	PAPERMATE 83101EA	EA	2192	$ 0.38	$ 832.96
PEN,BALLPOINT,RETRACTABLE,MED POINT BLACK	ZEBRA 22010EA	EA	636	$ 0.58	$ 368.88
PEN,BALLPOINT,RETRACTABLE,MED,BLACK	BIC CSM11BK	EA	518	$ 0.28	$ 145.04
PEN,BALLPOINT,RUBBER,ST,FINE,BLACK	PAPERMATE 61801	EA	400	$ 0.27	$ 108.00
PEN,BALLPOINT,RUBBER,STICK,MED BLACK	PAPERMATE 61301	EA	658	$ 0.26	$ 171.08
PEN,FIBER TIP,SUPERRITER	EBERHARD FARBER 61011	EA	707	$ 0.14	$ 98.98
PEN,FIBER TIP,SUPERRITER	EBERHARD FARBER 61012	EA	439	$ 0.14	$ 61.46
PEN,FLEX-GRIP,RET,MEDIUM	PAP95301EA	EA	887	$ 0.74	$ 656.38
PEN,MARKING,PLASTIC POINT,X-FINE	PAPERMATE 62311	EA	209	$ 0.68	$ 142.12
PEN,MARKING,PRPT,MED BLK	PAPERMATE 66311	EA	391	$ 0.08	$ 31.28
PEN,RETRACTABLE,DYNAGRIP, RT10 MED PT BLACK	PAPERMATE 87301EA	EA	354	$ 0.70	$ 247.80
PEN,ROBBERBALL, UNI-BALL GEL,RTR,MEDIUM,BLACK	SANFORD 65420EA	EA	159	$ 0.90	$ 143.10
PEN,ROLLERBALL,GEL,SIMNIE,BLACK	ZEBRA 44110EA	EA	487	$ 0.68	$ 331.16
PEN,ROLLERBALL,METAL POINT,BLACK FINE	BIC RE1BLKEA	EA	950	$ 0.35	$ 332.50
PEN,ROUNDSTIC,BIC,MED,BLACK BOX/12	BIC GSM11BK	DZ	1561	$ 0.85	$ 1,326.85

Glenda Robbins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
CASSETTE, VIDEO, 120 MINUTE HIGH GRADE, PACK OF 3	MAXELL 224939	P3	150	$ 4.60	$ 690.00
CASSETTE,AUDIO, 60MIN, NORMAL BIAS, 6 PACK	MAXELL 109069	P6	914	$ 2.30	$ 2,102.20
CASSETTE AUDIO,120 MIN NORMAL BIAS 4/PACK	MAXELL 108045	P4	149	$ 3.06	$ 455.94
CASSETTE VIDEO, SILVER, 120 MINUTE	MAXELL 214016	EA	302	$ 1.34	$ 404.68
CASSETTE, AUDIO, 90 MINUTE NORMAL BIAS 5 PACK	MAXELL 108562	P5	184	$ 2.20	$ 404.80
CASSETTE, MICROCASSETTE, 60 MINUTE, PACK OF 3	MAXELL 179030	P3	202	$ 0.56	$ 113.12
CHALK,DUSTLESS,HYGIENIA WHITE BOX OF 12	DIXON 31144	BX	404	$ 0.34	$ 137.36
CLEANER,WHITEBOARD,DRY ERASE,8 OZ.	SANFORD 81803	EA	270	$ 1.41	$ 380.70
CLIP,BINDER, 1 1/4" MEDIUM,12BX	ACCO 72050	BX	810	$ 0.44	$ 359.92
CLIP,BINDER, 3/4 SMALL,12/BX	ACCO 72020	BX	1566	$ 0.11	$ 172.26
CLIP,BINDER,LARGE,2IN,12/BOX	ACCO 72100	BX	142	$ 1.21	$ 171.82
CLIP,BINDER,MEDIUM,1 1/4" 12/CT	ACCO 72050	BX	1180	$ 0.44	$ 519.20
CLIP,BINDER,SMALL 3/4",12/BOX	ACCO 72020	BX	1239	$ 0.11	$ 136.29
CLIP,PAPER, JUMBO, 100/BOX, 10 BOX/PACK	ACCO 72580	PK	905	$ 2.79	$ 2,524.95
CLIP,PAPER,JUMBO,SMOOTH,BOX OF 100	ACCO 72580	BX	239	$ 0.28	$ 66.92
CLIP,PAPER,REG,#1, 100/BOX, 10 BOX/PACK	ACCO 72380	PK	498	$ 0.90	$ 448.20
CLIPBOARD, LEGAL SIZE 9" X 15 1/2" BROWN MASONITE	A&W 04000624	EA	217	$ 0.53	$ 115.01
CLIPBOARD,LETTER,9X12-1/2 BROWN MASONITE	A&W 04004	EA	206	$ 0.63	$ 129.78
CORRECTION,DISPOSABLE DRYLINE SINGLE LINE	LIQUID PAPER 06604	EA	120	$ 1.98	$ 237.60
CORRECTION,WHITE, PEN	LIQUID PAPER 58201	EA	551	$ 1.39	$ 765.89
COVER, PRESSTEX TOP BOUND 2" CAP, LTR EARTH RED 2/PK	ACCO 22278	P6	111	$ 7.81	$ 866.91
COVER,DOCUMENT,9 1/4" X 12 1/2" NAVY BLUE 3/PACK	GEOGRAPHICS 39417	P3	117	$ 2.62	$ 306.54
COVER,PRESSBOARD,11X8.5, 3" CAPACITY DARK BLUE	ACCO 25973	EA	140	$ 0.76	$ 106.40
COVER,PRESSBOARD,11X8.5, 3" CAPACITY DARK GREEN	ACCO 25975	EA	209	$ 0.76	$ 158.84
COVER,PRESSBOARD,11X8.5, 3" CAPACITY LIGHT BLUE	ACCO 25972	EA	103	$ 0.76	$ 78.28
COVER,REPORT,CLEAR FRONT LETTER, LIGHT BLUE	OXFORD 58801	EA	234	$ 0.49	$ 114.66
DISKETTE,3 1/2", DS/HD,FORMATTED,10/BOX	IMATION 12861	BX	1216	$ 3.45	$ 4,195.20
DISKETTE,MF2-HD, 3.5", IBM FORMAT 10/BOX	MAXELL 556437	BX	205	$ 3.83	$ 785.15
DISPENSER,TAPE,DESKTOP,1" CORE BLACK	3M C38BK	EA	578	$ 1.40	$ 809.20
DUSTER, CANNED AIR, 10 OZ. CAN	UNIVERSAL 51501	EA	126	$ 3.06	$ 386.00
ENVELOPES, KRAFT CATALOG 9" X 12" 100/BOX	COLUMBIAN CO671	BX	100	$ 5.28	$ 528.00
ENVELOPES, KRAFT CATALOG 10" X 13" 100/BOX	COLUMBIAN CO681	BX	100	$ 6.14	$ 614.00

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RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
ERASER, EXPO WHITE BOARD DRY ERASE	SANFORD 81505	EA	313	$ 1.39	$ 435.07
ERASER, WHITEBOARD DRY ERASE,GHOST	QUARTET 920332	EA	138	$ 3.99	$ 550.62
ERASER,PENCIL,MED,PINK PEARL 3/PACK	SANFORD 70502	P3	181	$ 0.76	$ 137.56
FASTENER,COMPLETE SET ,2 3/4" CC BOX OF 50	OIC 99852	BX	129	$ 0.98	$ 126.42
FILE BOX, BANKERS,ECONOMY,12X10X15,LID STYLE	FELLOWES 70SEA	EA	2213	$ 1.31	$ 2,899.03
FILE BOX QUICKFOLD 10"H X 12"W X 15"D LETTER/LEGAL	PERMA 3325	EA	1567	$ 1.19	$ 1,864.73
FILE, JACKET,MANILA,LGL,1" EXP,SINGLE TOP	SMEAD 4940	EA	506	$ 0.30	$ 151.80
FILE, JACKET,MANILA,LGL,2" EXP,SINGLE TOP	SMEAD 4950	EA	3081	$ 0.30	$ 924.30
FILE, JACKET,MANILA,LTR,1" EXP,SINGLE TOP	SMEAD 4910	EA	487	$ 0.26	$ 126.62
FILE, JACKET,MANILA,LTR,2" EXP,SINGLE TOP	SMEAD 4920	EA	3945	$ 0.26	$ 1,025.70
FILE,POCKET,LTR, EXPANDING END TAB 9 1/2"X12 3/4"	SMEAD ETT35GEA	EA	124	$ 1.83	$ 226.92
FILE,POCKET,REINFORCED,LTR, 5 1/4" EXPANSION	OXFORD 75545EA	EA	148	$ 2.04	$ 297.84
FILE,STORAGE LTR/LGL ECONOMY SINGLE WALL	FELLOWES 00780	EA	515	$ 1.98	$ 1,009.40
FLUID CORRECTION WHITE QUICK DRY	BIC WOQD12EA	EA	1700	$ 0.67	$ 1,139.00
FLUID,CORRECTION ,BOND,WHITE,3/PACK	LIQUID PAPER 56431	P3	112	$ 2.19	$ 245.28
FLUID,CORRECTION, 6OZ WHITE MULTIPURPOSE	LIQUID PAPER 56401E	EA	1084	$ 0.62	$ 1,360.98
FLUID,CORRECTION,STOCK COLOR CANARY YELLOW	LIQUID PAPER 56601	EA	282	$ 0.82	$ 231.24
FOLDER, CLASSIFICATION LEGAL,2DIV,2" CAP, 6 PART LEGAL F	OXFORD 22567R	EA	160	$ 1.71	$ 307.80
FOLDER, CLASSIFICATION, 2 DIV, 6 PART 8.5 X 14 RED	SMEAD C5023A2DEA	EA	111	$ 1.44	$ 159.84
FOLDER, FILE LGL 3 1/2" EXP DARK BROWN GUSSET	SMEAD ETT1527EDBNEA	EA	350	$ 1.49	$ 521.50
FOLDER,CLASS W/ POCKET DIV 2 DIV LGL 6 PART, DARK BLUE	ACCO 15673	EA	169	$ 2.19	$ 370.11
FOLDER,CLASS,W/ POCKET DIV 2 DIV, LTR,6 PART PKT,GREEN	ACCO 15675	EA	870	$ 2.20	$ 1,914.00
FOLDER,CLASSIFICATION LGL,2DIV, 6 PART GREEN	OXFORD UPG225/GR	EA	126	$ 2.35	$ 296.10
FOLDER,CLASSIFICATION 2 DIV., 3" CAP LGL 6 PART EARTH R	ACCO16036	EA	870	$ 1.86	$ 1,618.20
FOLDER,CLASSIFICATION 2 DIV., 3"CAP, LTR, 6 PART EARTH RE	ACCO 15036	EA	2002	$ 1.71	$ 3,423.42
FOLDER,CLASSIFICATION 3 DIV., 4" CAP, LTR 6 PART EARTH RE	ACCO 16039	EA	3216	$ 2.83	$ 9,101.28
FOLDER,CLASSIFICATION, LEGAL 3 DIV 3 PART 3 1/2 X 14	SMEAD C5023A3DEA	EA	250	$ 2.10	$ 525.00
FOLDER,CLASSIFICATION,LETTER,1DIV 4 PART BLUE	SMEAD C4025A1DBE	EA	3279	$ 1.23	$ 4,033.17
FOLDER,CLASSIFICATION,LETTER,GRAY, 1 DIV., 2" CAP., 4 PAR	OXFORD 11576	EA	126	$ 1.29	$ 162.54
FOLDER,FILE, LETTER,1/3,REINFORCED 100/BOX	SMEAD 2153L	BX	404	$ 6.78	$ 2,739.12
FOLDER,FILE,LTR, 3 1/2" EXP DARK BROWN GUSSET	SMEAD ETT1525EBN	EA	380	$ 1.60	$ 608.00
FOLDER,FILE,MANILA LETTER,1/3 CUT BOX OF 100	SMEAD 153L	BX	1298	$ 3.86	$ 5,010.28
FOLDER,FILE,MANILA, LEGAL,1/3 CUT 100/BOX	SMEAD 153C	BX	417	$ 5.71	$ 2,381.07
FOLDER,HANGING,LETTER 1/5 CUT TAB GREEN 25/BOX	SMEAD C15H	BX	134	$ 3.59	$ 481.06
FOLDER,LEGAL,MANILA 1/3CT,REINFORCED 100/BOX	SMEAD 2153C	BX	297	$ 7.63	$ 2,266.11

Blanda Robilins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
GLUE ALL,ELMERS,4OZ,WHITE	BORDEN E372NR	EA	647	$ 0.73	$ 472.31
GLUE STICK PERMANENT,BULK PACK,.26 ZO	AVERY 00166	EA	231	$ 0.27	$ 62.37
GLUE,STICK,ACID FREE,12PK	ROSS 95075	DZ	162	$ 3.74	$ 605.88
GLUE,STICK,ROSS,7 OZ	ROSS 95180	EA	200	$ 0.53	$ 106.00
HIGHLIGHTER, BLUE 4009	EBERHARD FABER EF64328	EA	244	$ 0.08	$ 19.52
HIGHLIGHTER, GREEN 4009	EBERHARD FABER EF64329	EA	247	$ 0.08	$ 19.76
HIGHLIGHTER, PINK 4009	EBERHARD FABER EF64327	EA	307	$ 0.08	$ 24.56
HIGHLIGHTER, YELLOW 4009	EBERHARD FABER 64326	EA	902	$ 0.08	$ 72.16
INDEX, INSERTABLE 5 TAB, MULTI-COLOR	WILSON JONES 54309	ST	574	$ 0.12	$ 68.88
INDEX, INSERTABLE 8 TAB, CLEAR	WILSON JONES 54312	ST	206	$ 0.33	$ 67.98
INDEX, INSERTABLE 8 TAB, MULTI-COLOR	WILSON JONES 54311	ST	304	$ 0.33	$ 100.32
INDEX, INSERTABLE BIG TAB DIVIDERS 5 TAB, BUFF PAPER, CL	AVERY C12135C	ST	288	$ 0.36	$ 103.68
INDEX, INSERTABLE BIG TAB DIVIDERS 5 TAB, BUFF PAPER, MI	AVERY C12138	ST	153	$ 0.50	$ 76.50
INDEX, INSERTABLE 5 TAB, CLEAR	WILSON JONES 54310	ST	268	$ 0.12	$ 32.16
INDEX,11X8.5,1-10TABLE OF CONTENTS ,MULTICOLOR	AVERY RI21310	ST	140	$ 1.90	$ 271.70
INDEX,11X8.5,1-STABLE OF CONTENTS ,MULTICOLOR	AVERY RI2135	ST	279	$ 0.95	$ 265.05
INDEX 3-RING,INSERTABLE 5TAB,11X8.5, MULT COLOR	WILSON JONES 53235	ST	102	$ 0.37	$ 37.74
INDEX,BINDER,LETTER 12TAB CLEAR	CARDINAL 67213	ST	114	$ 2.00	$ 228.00
INDEX,INSERT BIG TAB DIVIDERS 11X8.5, 5 TABCLEAR	AVERY 11122	ST	194	$ 0.63	$ 122.22
INDEX,INSERT,BIG TAB DIVIDERS 11X8.5,8 5 TABCOLORS	AVERY 11123	ST	108	$ 1.03	$ 111.24
INDEX,LEGAL EXHIBIT DIVIDERS,LTR,A-Z,SIDE TAB	AVERY 11374	ST	120	$ 1.40	$ 168.00
JACKET,RETENTION LTR/LGL IN ONE ,PNCHD,3/4	OXFORD UPGJ044EA	EA	162	$ 0.64	$ 103.68
LABEL LASER,ADDRESS,WHITE,1"X2 5/8" BOX OF 3000	AVERY 5160	BX	118	$ 19.80	$ 2,336.40
MARKER,DRY ERASE,BLACK MARKS-A-LOT	AVERY 24400	EA	336	$ 0.52	$ 175.76
MARKER,DRY ERASE,BLUE MARKS-A-LOT	AVERY 24406	EA	164	$ 0.57	$ 93.48
MARKER,DRY ERASE,CHISEL,EXPO, BLACK	SANFORD 83001	EA	502	$ 0.72	$ 361.44
MARKER,DRY ERASE,CHISEL,EXPO,BLUE	SANFORD 83003	EA	189	$ 0.72	$ 136.08
MARKERS DRY-ERASE CHISEL TIP EXPO, BLACK, PACK OF 4	SANFORD 83061	P4	152	$ 2.82	$ 428.64
MARKER,HI-LITER,CHISEL PT	PM20601	EA	160	$ 0.33	$ 53.20
MARKER,HI-LITER,FLOURESCENT YELLOW	AVERY 24000	EA	180	$ 0.32	$ 57.60
MARKER,PERMANENT,KING SIZE BLACK	SANFORD 15001	EA	180	$ 0.63	$ 113.40
MARKER,PERMANENT,SUPER SHARPIE BLACK	SANFORD 33001EA	EA	344	$ 0.58	$ 199.52
MARKER,UNI-BLAZER HIGHLIGHTER,YELLOW	SANFORD 63135	EA	112	$ 0.83	$ 92.96
MONEY RECEIPT BOOKS 6 11/16"X 2 3/4" 2PT CARBON	ADAMS D2701	EA	109	$ 0.94	$ 102.46

Wanda Robbins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Pri
PAD,LETTER,LTR SECOND NATURE WHITE	TOPS 20172	EA	153	$ 1.06	$ 162
PAD,PERF,5X8,OD,CAN,JR LG	OD99421	EA	2746	$ 0.35	$ 961
PAD,PERF,5X8,OD,WHT,JR LG	OD99422	EA	2323	$ 0.35	$ 813
PAD,PERF,LGL RLD,8.5X14,O	OD99420	EA	1099	$ 0.79	$ 868
PAD,PERFORATED WRITING,8.5X11 3/4" WHITE,LEGAL RULED 1	TOPS 63410	DZ	1326	$ 8.09	$ 10,727
PAD,PERFORATED, RECYCLED, LETTER,WHITE	TOPS 74880 EA	EA	1045	$ 0.55	$ 574
PAD,PERFORATED,DOCKET GOLD,8.5X11,CANARY	TOPS 63950EA	EA	207	$ 0.89	$ 184
PAD,PERFORATED,DOCKET GOLD,8.5X11,WHITE	TOPS 20070	EA	441	$ 0.89	$ 392
PAD,PERFORATED,RECYCLED,JR,CANARY ,LEGAL	TOPS 20264EA	EA	173	$ 0.33	$ 57
PAPER,ADD,ROLL,3X100,W/C CARBONLESS	NCR 845841	RL	200	$ 0.66	$ 132
PAPER,ADDING MACHINE ,2.25X150, WHITE SINGLE PLY	225150ADEA	EA	2034	$ 1.63	$ 3,112
PAPER COPY,20 LB,8 1/2" X 11, GREEN	XEROX 3R5357	RM	502	$ 3.83	$ 1,922
PAPER,COPY,20 LB,8 1/2" X 11, PINK	XEROX 3R6860	RM	191	$ 3.83	$ 731
PAPER,COPY,20 LB,8 1/2" X 11, WHITE 10 REAMS/CASE	CHAMPION DC11	CA	3838	$ 25.31	$ 97,139.
PAPER,COPY,20 LB,8 1/2" X 11, YELLOW	XEROX 3R5858	RM	728	$ 3.83	$ 2,788
PAPER,COPY,20 LB,8 1/2" X 11,BLUE	XEROX 3R5856	RM	904	$ 3.83	$ 3,462
PAPER,LETTER,20#,RECYCLED,MULTIUSE WHITE 10 REAMS/CA	GREAT WHITE 86700	CA	108	$ 26.21	$ 2,830.
PEN,BALL POINT,MEDIUM POINT,STICK PEN BLUE INK	PAPERMATE 33111	DZ	1477	$ 0.85	$ 1,255.4
PEN,BALL POINT,MEDIUM POINT STICK PEN RED INK	PAPERMATE 33211	DZ	3789	$ 0.85	$ 3,220.8
PEN,BALLPOINT,CHAIN & BASE STAY-PUT BLACK INK	MMF INDUSTRIES 258025504	EA	200	$ 1.26	$ 252.0
REFILL,PEN, CHAIN STAY-PUT,BLACK INK	MMF INDUSTRIES 258025604	EA	347	$ 0.78	$ 270.6
PEN,BALL POINT,CLIC-STICK,MED BLUE	BIC CSM11BE	EA	760	$ 0.28	$ 212.8
PEN,BALLPOINT,COMFORT MATE,RETRACTABLE MED BLACK	PAPERMATE 63301	DZ	139	$ 4.53	$ 629.67
PEN,BALLPOINT,COMFORTMATE RETRACTABLE ,MED BLUE	PAPERMATE 63101EA	EA	2132	$ 0.39	$ 832.0
PEN,BALL POINT,RETRACTABLE,MED POINT BLACK	ZEBRA 22010EA	EA	638	$ 0.58	$ 368.8
PEN,BALLPOINT,RETRACTABLE,MED BLACK	BIC CSM11BK	EA	519	$ 0.28	$ 145.0
PEN,BALLPOINT,RUBBER,ST,FINE BLACK	PAPERMATE 61801	EA	400	$ 0.27	$ 108.00
PEN,BALLPOINT,RUBBER,STICK,MED BLACK	PAPERMATE 61301	EA	658	$ 0.26	$ 171.08
PEN,FIBER T.P.SUPERRITER	EBERHARD FARBER 61011	EA	707	$ 0.14	$ 98.98
PEN,FIBER TIP,SUPERRITER	EBERHARD FARBER 61012	EA	439	$ 0.14	$ 61.46
PEN,FLEX-GRIP,RFT,MEDIUM	PAP05301EA	EA	887	$ 0.74	$ 656.38
PEN,MARKING,PLASTIC POINT,X-FINE	PAPERMATE 32311	EA	209	$ 0.68	$ 142.12
PEN,MARKING,PRPT,MED BLK	PAPERMATE 86311	EA	391	$ 0.08	$ 31.28
PEN,RETRACTABLE,DYNAGRIP, RT10 MED PT BLACK	PAPERMATE 87301EA	EA	354	$ 0.70	$ 247.80
PEN,ROLLERBALL, UNI-BALL GEL RTR,MEDIUM,BLACK	SANFORD 65420EA	EA	159	$ 0.90	$ 143.10
PEN,ROLLERBALL,GEL JIMNIE BLACK	ZEBRA 44110EA	EA	487	$ 0.66	$ 321.18
PEN ROLLERBALL,METAL POINT,BLACK FINE	BIC RE11BLKEA	Ea	950	$ 0.35	$ 332.50
PEN,ROUNDSTIC,BIC MED,BLACK BOX/12	BIC GSM11BK	DZ	1561	$ 0.85	$ 1,326.05

Glenda Robbins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
PEN,STICK,FLEXGRIP,MED,BLUE	PAPERMATE 96301	EA	1855	$ 0.60	$ 1,113.00
PEN,UNIBALL,FINE,ONYX,BLUE	SANFORD 60145EA	EA	169	$ 0.29	$ 49.01
PEN,UNIBALL,FINE,ONYX,RED	SANFORD 60144EA	EA	152	$ 0.29	$ 44.08
PEN,UNI-BALL,VISION,FINE POINT BLACK	SANFORD 60126EA	EA	129	$ 1.02	$ 131.56
PENCIL,AMEPERICAN,MEDIUM SOFT LEAD,#2, 12/BOX	SANFORD 12132DOZ	PK	124	$ 0.67	$ 83.08
PENCIL EAGLE #2 BOX OF 12	SANFORD 22420	DZ	1936	$ 0.53	$ 1,026.08
PENCIL,EARTHWRITE,RECYCLE DOZEN	SANFORD 12242	DZ	152	$ 0.60	$ 91.20
PLANNER 01,14 MO,11-7/8X7	AT A GLANCE SK400	EA	283	$ 8.04	$ 1,566.52
PLANNER,2001 MONTHLY DAYMINDER,6 7/8" X 8 3/4",BLACK	AT A GLANCE G40000	EA	153	$ 4.91	$ 751.23
PLANNER,MONTHLY 13 MONTH,11X9,BLACK	AT A GLANCE 7026005	EA	153	$ 6.86	$ 1,049.58
PLANNER,WKLY/MLY,8.5X11,D	AAG7086405	EA	108	$ 8.96	$ 967.68
POCKET, EXPANDING FILE 5 1/4", 9 1/2" X 14 3/4" LEGAL	SMEAD 1538GB	EA	584	$ 0.68	$ 397.12
POCKET, FILE LGL 3.5 EXP LIGHT BLUE	WILSON JONES WJ74J	EA	186	$ 0.92	$ 171.12
POCKET,FILE END TAB LGL,3 1/2" EXP,4 T	SMEADET1526E	EA	186	$ 1.17	$ 217.62
POCKET,FILE END TAB,LTR,3 1/2" EXP 4 T	SMEAD ET1524E	EA	186	$ 1.05	$ 195.30
POCKET,FILE JACKET MANILA LGL,1 1/2",DOUBLE TOP	SMEAD 24945	EA	4291	$ 0.26	$ 1,115.66
POCKET,FILE JACKET MANILA LGL,2",DOUBLE TOP	SMEAD 24950	EA	3079	$ 0.26	$ 800.54
POCKET,FILE JACKET MANILA LTR,2",DOUBLE TOP	SMEAD 24920	EA	656	$ 0.23	$ 150.88
POCKET,FILE,LETTER,3 1/2" EXPANDING	SMEAD SMDC1524E	EA	110	$ 0.94	$ 103.40
POCKET,FILE,LGL 3 1/2" EXPWORKHORSE	SMEAD 1526EB	EA	179	$ 0.56	$ 100.24
POCKET,FILE,LGL 5 1/4" CAPACITY	SMEAD C1536G	EA	1110	$ 1.37	$ 1,520.70
POCKET,FILE,LTR,3 1/2" EXP WORKHORSE	SMEAD 1524EB	EA	187	$ 0.49	$ 91.63
POCKET,FILE,LTR,5 1/4" EXP WORKHORSE	SMEAD 1534GB	EA	1543	$ 0.51	$ 786.93
POCKET,FILE,VERTICAL,LGL,5 1/4" EXPANSION	OXFORD 85565	EA	368	$ 1.93	$ 690.94
POCKET,LGL MANILA STRAIGHT CUT DBL	SMEAD ETM1516CEA	EA	5970	$ 0.95	$ 5,629.10
POCKET,LGL,MANILA,TYVEK,STRING	SMEAD ETMC1536GEA	EA	770	$ 1.83	$ 1,409.10
POCKET,MANILA END TAB LTR 3 1/2" EXPANSION	SMEAD ETM1524EEA	EA	1922	$ 0.89	$ 1,710.58
POST IT NOTE,HIGHLAND,SELF STICK 1 3/8" X 2" YELLOW	3M 653YW	PK	564	$ 1.39	$ 778.32
POST-IT,NOTE,POST-IT 3 X4 ,YELLOW	3M 657YW	EA	179	$ 0.73	$ 130.67
POST-IT, NOTE, POST-IT,1 1/2" X 2" CANARY YELLOW	3M 653YW	PK	180	$ 3.08	$ 554.40
POST-IT,4X6,RECYCLED YELLOW	3M 660RPYW	EA	240	$ 1.40	$ 336.00
POST IT,NOTE, 2 7/8"X 4 7/8",PINK	3M 655PKEA	EA	180	$ 0.80	$ 144.00
POST-IT,NOTE-PAD,2X3,YELLOW	3M 656YWEA	EA	828	$ 0.49	$ 405.72
POST-IT,NOTE-PAD 3X3 YELLOW	3M 654YWEA	EA	1101	$ 0.66	$ 726.66
POST-IT,NOTE-PAD,3X5,YELLOW	3M 655YWEA	EA	1364	$ 0.88	$ 1,199.52
POST-IT,NOTES,RECYCLED ,3X3,10 PACK YELLOW	3M 654RP10PK	PK	129	$ 4.78	$ 614.04
POST-IT,PAD,RECYCLED, 2 7/8" X 2 7/8" YELLOW	3M 654RPYWEA	EA	999	$ 0.55	$ 549.45
POST-IT,PAD,RECYCLED, 2 7/8" X 4 7/8" YELLOW	3M 655RPYWEA	EA	343	$ 0.90	$ 308.70

Wanda Robbins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

Product Description	Wholesaler Product Code	UOM	Qty		Ext. Price
PRINT CARTRIDGE,BLACK INK, BROTHER FAX,PC201	BROTHER PC201	EA	241	$ 19.55	$ 4,711.55
REMOVER,STAPLE,#10 BROWN	SWINGLINE 79793	EA	464	$ 0.15	$ 69.60
REMOVER,STAPLE,PINCHER TY	BOSG600K	EA	162	$ 0.41	$ 66.42
RIBBON,NYLON PRINTER 238X/239X,STD,BLACK	LEXMARK 11A3540	EA	622	$ 8.44	$ 5,249.68
RUBBERBAND,ECONOMY ,SZ19,1/4#	ALLIANCE 26195	BG	201	$ 1.33	$ 267.33
RULER,12 ,INCH/METRIC,PLASTIC SCHOOLWORKS	FISKARS 87727097	EA	184	$ 0.08	$ 14.72
RULER,WOOD,12IN,DOUBLE EDGED	FISKARS WESR522B12	EA	1230	$ 0.51	$ 627.30
STAPLES,STANDARD,SF-1,1/4" FULL STRIP BOX OF 5000	SWINGLINE 35108	BX	4238	$ 0.38	$ 1,610.44
STAPLES,STANDARD,SPEEDPOINT,SF-4 1/4" FULL STRIP 5000/BO	SWINGLINE 35450	BX	303	$ 1.77	$ 536.31
TAPE, DATA, 8MM, 112M, 2.5GB,VERBATIM.	VERBATIM VER87698	EA	170	$ 3.94	$ 669.80
TAPE,LETTERING, BLACK ON WHITE 1/2" X 25' FOR P TOUCH	BROTHER TZ231	EA	130	$ 8.92	$ 1,159.60
TAPE, MAILING, SUPER STRENGTH 2" X 22.2 YD, CLEAR	3M SCOTCH 142	RL	102	$ 1.37	$ 139.74
TAPE 6200 INVISIBLE, REFILL ROLL, 3/4 X 1000 PACK OF 8	3M HIGHLAND 62008PK34	PK	411	$ 4.59	$ 1,886.49
TAPE,BOX PACKING, CLEAR 2" X 55 YDS ROLL	3M 37101PKTSP	RL	137	$ 0.63	$ 86.31
TAPE,CORRECTION,MONO,SINGLE LINE DISPOSABLE 2PK	TO9M8OW 68627	OP	158	$ 3.32	$ 524.56
TAPE,INVISIBLE REFILL HIGHLAND,3/4 X36YD	3M 620034X1296	RL	1876	$ 0.73	$ 1,369.48
TAPE,MAGIC,3M # 810,3/4" X1296"	3M 81034X1296	RL	3779	$ 1.54	$ 5,819.66
TAPE,MAGIC,3M #810,1/2"X1296"	3M 81012X1296	RL	485	$ 1.09	$ 528.85
TAPE,MAGIC,3M,3/4X1296,4PACK	3M 8104PK48	P4	294	$ 6.15	$ 1,808.10
TAPE,TRANSPARENT,3/4 X36YDS HIGHLAND	3M 591034X1296	RL	199	$ 0.61	$ 121.39
TOWELETTES,WASH & DRI,70 COUNT DISPENSER	WASH & DRI 22238	EA	110	$ 2.39	$ 262.90
	CONTRACT ITEMS TOTAL $	$			461,774.26

WE OFFER A 49% off List with a 15% Gross Profit Floor PERCENT DISCOUNT ON THE ENTIRE CATALOG OF ITEMS. INCLUDE (5) COPIES OF THE OF THE CATALOG FOR THE COMMITTEE'S EVALUATION.

EXCLUSIONS TO CATALOG PERCENTAGE DISCOUNT: _____

Furniture, Copiers, Computers, and Electronics

WEBSITE INFORMATION:

LIST WEB ADDRESS AND ANY SPECIAL OR SPECIFIC ACCESS INFORMATION OR PASSWORDS FOR USE BY THE EVALUATION COMMITTEE.

Glenda Rehkins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

RFP 01-15R OFFICE SUPPLIES CONTRACT ITEMS PRICE SHEETS

To access the Office Depot Contract "TEST SITE":

Type: http://bsdnet.officedepot.com

User Name – type: bsdnet

Password – type: bsdnet

PAYMENT TERMS: Net 30 days. Net 10 day for summary billing.

AFTER AWARD AND DURING THE CONTRACT PERIOD, AN AGENCY MAY SUBMIT A LIST OF ADDITIONAL HIGH VOLUME ITEM(S) TO BE INCLUDED IN THE FIRM PRICE GROUPING. VENDOR IS TO DETERMINE PRICE BASED ON THE SAME CALCULATION USED TO ESTABLISH PRICING OF SIMILAR ITEMS LISTED IN THIS RFP.

NOTE: PRICE CORRECTIONS SHOULD BE INITIALED
QUANTITIES ARE ESTIMATED AND MAY INCREASE OR DECREASE. FIRM PRICE MUST BE LOWER THAN DISCOUNT OR ADJUSTMENTS WILL BE REQUESTED AFTER AWARD.

Glenda Robbins — Office Depot, Inc.

BIDDER'S SIGNATURE — COMPANY NAME

Glenda Robbins
BIDDER'S SIGNATURE

Office Depot
COMPANY NAME

PROPOSAL SUBMISSION FORM

OFFICE SUPPLIES
RFP 01-15R

Submitted by:

Company Name **Office Depot**

Address **2200 Old Germantown Road**

City, State, Zip **Delray Beach, FL 33445**

Telephone **(800)821-4624 x7107** Fax Number **954-846-1233**

One (1) original and six (6) copies of this Proposal must be submitted to be considered responsive.

If "No Bid" is offered, please provide the following information:

Please indicate reason(s) why a Proposal is not being submitted at this time. Return this form to avoid removal from the City's Proposer database.

N/A

PROPOSAL CERTIFICATION FORM

The undersigned hereby confirms that:

1. They are a duly authorized agent of the Company submitting the proposal; and

2. They have read the General Terms and Conditions, Special Conditions and Technical Specifications and fully understands and accepts these terms, unless specific variations have been expressly listed on the Proposal Form; and

3. The Proposer will accept any awards resulting from the Request for Proposal process for a minimum of sixty (60) calendar days following the date and time of the proposal opening.

BY **Office Depot, Inc.** DATE **8/13/01**

Melita Idiaquez

Agent's Signature

Melita Idiaquez

Type or Print Name of Agent

Manager, BSD Communications

Title

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

PROPOSAL VARIANCE FORM

Company name **Office Depot, Inc.**

The Proposer shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space below, provided that such variations are not expressly prohibited in this Request for Proposal. Reference the applicable section of the RFP documents for each variance listed. If no variations are listed here, it is understood that the Proposal fully complies with all terms and conditions. It is further understood that such variations may cause the Proposal to be deemed non-responsive and ineligible for award.

**** Please refer to the section entitled, Terms and Conditions.***

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets if necessary.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 2nd day of August, 2001.

Office Depot, Inc.
Printed Name of Corporation

Delaware
Printed State of Incorporation

By: _____

Signature of President or
Authorized Officer
(CORPORATE SEAL)

Melita Idiaquez
Melita Idiaquez
Printed Name of President or
Authorized Officer

ATTEST:

_____
By Secretary

2200 Old Germantown Rd.
Corporation Address

Delray Beach, FL 33445
City/State/Zip

800-937-3600
Business Phone Number

State of Florida
County of PALM BEACH

On this the 2ND day of AUGUST, 2001, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

_____ and
[Name of corporate officer(s) and his/her/their corporate title(s)]
of _____ on behalf of the corporation.
[Name of corporation and state of place of incorporation]

WITNESS my hand
and official seal.

Gloria Dryjanski
NOTARY PUBLIC, STATE OF FLORIDA

GLORIA DRYJANSKI
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC
GLORIA DRYJANSKI
STATE OF FLORIDA

OFFICIAL NOTARY SEAL
COMMISSION NO. CC 901679
MY COMMISSION EXP. FEB. 18,2004

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or ☐ DID NOT take an oath

CERTIFIED RESOLUTION

I, **Steve Firestone, Vice President of Marketing & Development** of **Office Depot, Inc.** a corporation organized and existing under the laws of the State of **Delaware**, do hereby certify that the following:

"IT IS HEREBY RESOLVED THAT **Melita Idiaquez, Manager, BSD Communications** of **Office Depot, Inc.** be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
Melita Idiaquez	Manager, BSD Communications	Melita Idiaquez
Glenda Robbins	Senior Account Manager	Glenda Robbins

Steve Firestone
V.P. Marketing and Development

Steve Firestone

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager

ADDRESS: 7525 NW 88th Avenue
Tamarac, Florida 33321

		Check One
Submitted By:	Glenda Robbins	X Corporation
Name:	Office Depot, Inc.	☐ Partnership
Address:	2200 Old Germantown Road	☐ Individual
Principal Office:	Delray Beach, FL 33445	☐ Other
Telephone No.	(800) 821-4624 x7107	
Fax No.	954-846-1233	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

Office Depot, Inc.

The address of the principal place of business is:

2200 Old Germantown Road

Delray Beach, FL 33445

2. If Offeror is a corporation, answer the following:

a) Date of Incorporation: **September 12, 1986**
b) State of Incorporation: **Delaware**
c) President's name: **Bruce Nelson**
d) Vice President's name: **Thomas Kroger**
e) Secretary's name: **David Fannin**
f) Treasurer's name: **Charles Brown**
g) Name and address of Resident Agent: **Glenda Robbins, Senior Account Manager - South Florida**

3. If Offeror is an individual or a partnership, answer the following: - **N/A**

a) Date of organization: _____

b) Name, address and ownership units of all partners:

_____

_____

_____

c) State whether general or limited partnership:

_____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals - **N/A**

_____

_____

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. - **N/A.**

6. How many years has your organization been in business under its present business name? **15 years.**

a) Under what other former names has your organization operated?

N/A

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

N/A

_____

_____

8. Have you personally inspected the site of the proposed work? - **N/A**

☐ YES ☐ NO

9. Do you have a complete set of documents, including drawings and addenda? -**N/A**

☐ YES ☐ NO

10. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES **X** NO

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	CONTACT, TELEPHONE and FAX NUMBER
Fairfax County 12000 Government Center Pkwy, Ste-427 Fairfax, Virginia 22035	1997 to Current	PJ Story, CPPB Buyer Contract II Admin. 703-324-3228 Fax#: 703-324-3228
Montgomery County 255 Rockville Pike, Suite 180 Rockville, Maryland 208250	1996 to Current	C. Todd Collins Procurement Spec. 240-777-9952 Fax#: 240-777-9952
Hennepin County A2205 Administrative Tower Minneapolis, Minnesota 55487	1995 to Current	Michael Scarlan Sr. Buyer 612-348-4469 Fax#: 612-348-3886
State of Florida 4050 Esplanave Way, Suite 315C Tallahasee, Florida 32399	1999 to Current	Karen Esser 850-488-7804 Fax#: 850-488-5498
NACo 440 1st Street, NW Washington, DC 2001	1996 to Current	Steve Swendiman 202-942-4282

Fairfax County

Fairfax County, VA, the largest county in the Commonwealth of Virginia, has been a business partner with Office Depot for over 4 years. The contract covers all government agencies as well as Fairfax County Public Schools. "Fairfax County has achieved a savings of over 16% form previous contracts and the customers love the timely desktop deliveries. We are also looking forward to rolling out the new Internet ordering capability in the near future." This is a quote from Larry N. Wellman, CPPO, given in 1999. In 2000, Fairfax County successfully rolled out Internet ordering, currently placing over 50% of orders via the Internet.

Montgomery County

Montgomery County, MD, the largest county in the State of Maryland, has been a business partner with Office Depot for over 5 years. The current contract covers all government agencies in Montgomery County. The County receives a combination of desktop and dock deliveries and also rolled out Internet ordering in 2000.

Hennepin County

Hennepin County, MN, the largest county in the State of Minnesota, has been a business partner with Office Depot for over 5 years. Michael Scanlon, Purchasing Director, explains, "Hennepin County is extremely pleased with the service and savings we have achieved through the NACo sponsored cooperative procurement for office supplies through Office Depot. The discounts and Internet capabilities are excellent."

State of Florida

The State of Florida awarded their state contract for office supplies to Office Depot in 1999. The contract is available to all government agencies throughout the state. The services included are next day delivery, Internet ordering, and a link to our 77 stores located throughout the State of Florida.

NACo

The National Association of Counties (NACo) sponsors the National Cooperative Purchasing Program. The National Cooperative Purchasing Program was designed to provide all local governments with the best products and services at the lowest procurement cost. In 1996, Los Angeles County, CA competitively bid office supplies. In April of that year, Office Depot was awarded the contract. In March of 2001, Office Depot was awarded another 5 year contract. The Office Depot contract has been the most successful National Cooperative Purchasing Program. More than $118 million in office supplies were purchased through this contract in 2000.

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13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

COMPANY OFFICERS

BRUCE NELSON
Chairman of the Board
President, Office Depot International
President & CEO, Viking Office Products

Bruce Nelson began his office products career in 1968 when he joined Boise Cascade. Over the next 22 years, he held a number of senior management positions in both the wholesale and contract business segments. From 1990 to 1994, Nelson was President & CEO of BT Office Products USA. He joined Viking in 1995 and was named President & COO within a year. When Viking was acquired by Office Depot, Nelson assumed his two current positions.

IRWIN HELFORD
Vice-Chairman of the Board

Irwin Helford has been active in the office products industry for more than 40 years. He began his career at Wilson-Jones in 1960, and later moved to Reliable Stationery Co., where Irwin created their first catalog and direct mail program. In 1983, he joined Viking Office Products as President, later becoming CEO & Chairman. At Viking, Helford created all new merchandising, catalogs, distribution systems and the new concept of "Fanatical Customer Service." Under his direction, Viking's sales grew from $15 million in 1983 to $1.5 billion in 1998. In August 1998, Viking became a wholly-owned subsidiary of Office Depot, Inc.

JERRY COLLEY
President, North American Stores

Jerry Colley joined Office Depot in February 2001. As President of North American Stores, Jerry is responsible for directing and overseeing the day-to-day operations of the Company's more than 800 North American retail stores including real estate, store planning, supply chain distribution and customer satisfaction. Prior to joining Office Depot, Jerry was Senior Vice President, Stores and Customer Satisfaction for Autozone, Inc. where he developed and implemented numerous customer service programs and initiatives that increased sales and customer loyalty. He also led a restructuring of Autozone's stores operations which increased productivity and reduced employee turnover. Prior to Autozone, Mr. Colley was President of Rose Auto Parts, a regional dealer of discount auto parts in the Southeast.

STEVEN S. EMBREE
Executive Vice President, Merchandising

Steve Embree joined Office Depot in 1991 as a Divisional Merchandising Manager following the Company's acquisition of Office Club. During his four-year tenure with Office Club prior to the acquisition, Steve rose from Buyer of Business Machines to Senior Buyer of Business Machines & Computers. Since joining Office Depot, Steve has progressed through a variety of positions: from General Merchandising Manager of Business Machines & Computers to Vice President, General Merchandise Manager and Sr. Vice President of Technology Products and Services. Most recently, Steve was promoted to Executive Vice President of Merchandising, in charge of all of the Company's merchandising initiatives.

BARRY J. GOLDSTEIN
Executive Vice President, Finance
& Chief Financial Officer - RETIRED

Barry Goldstein joined Office Depot in May 1987, bringing with him 22 years of accounting experience. Goldstein is a graduate of University of Pennsylvania's Wharton School of Business. In the 10 years prior to joining Office Depot, he was a partner with Grant Thornton, an international public accounting firm.

Executive Vice President Sales
ROBERT J. KELLER

Bob Keller joined Office Depot in 1998 as Senior VP of Sales for the Company's Business Services Division (BSD), was promoted to Executive Vice President of BSD in 1999, and most recently appointed to the newly created position of Executive Vice President of Sales. In this new position, Bob will be responsible for all of the Company's domestic field sales resources including retail stores and contract sales. Prior to joining Office Depot, he spent nine years at The Dun & Bradstreet Corporation, where he was Executive VP of the Strategic Industries Group. He had

earlier spent 12 years at IBM in various sales, marketing and management positions.

JAY CROSSON
Executive Vice President, Human Resources

Jay Crosson has been with Office Depot since 1997, having joined us as Vice President of Human Resources in our Retail Stores organization. He has progressed steadily through our human resources organization to his new position as head of the organization. He brings a wealth of knowledge and experience and understanding about our people and organization, and is fully committed to help build a world-class Leadership Team and making Office Depot the most compelling place to work.

Executive Vice President
BILL SELTZER
& Chief Information Officer

Bill Seltzer joined Office Depot in July 1992. A well known and highly respected systems and distribution expert within the retail industry, he was previously the Senior Vice President of Distribution and Systems with Revco, D.S., Inc. He was also formerly VP of I/S at the Texas-based H.E. Butt Grocery Company.

Executive Vice President
OPEN
Supply Chain Management

Executive Vice President with responsibility for managing the Company's entire Supply Chain.

14. State the name of the individual who will have personal supervision of the work:

Glenda Robbins, Senior Account Manager.

15. State the name and address of attorney, if any, for the business of the Offeror:

Office Depot has a staff of corporate attorneys who reside at our corporate location.

16. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

N/A

17. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror: - **wholly owned subsidiary:**

Viking Office Products - 950 West 190th St.

Torrence, CA 90502

18. State the name of Surety Company which will be providing the bond, and name and address of agent:

Marsh, USA, Insurance, Co, - Sandra Mathis
P.O. Box 958421
Lake Mary, FL 32795-8421

19. Bank References:

Bank	Address	Telephone
Sun Bank, NA	P.O. Box 3833 Orlando, FL 32897	407-237-6727

20. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items: - **Please see our latest Annual Report in Appendix B.**

a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):

b) Net Fixed Assets

c) Other Assets

d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).

e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

21. State the name of the firm preparing the financial statement and date thereof:

N/A

22. Is this financial statement for the identical organization named on page one?

X YES ☐ NO

23. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Melita Idiaquez
(Signature)

ACKNOWLEDGEMENT

State of Florida
County of PALM BEACH

On this the 2ND day of AUGUST, 2001, before me, the undersigned Notary Public of the State of Florida, personally appeared

MELITA IDIAQUEZ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

Gloria Dryjanski
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC
GLORIA DRYJANSKI
STATE OF FLORIDA
OFFICIAL NOTARY SEAL
COMMISSION NO. CC 901679
MY COMMISSION EXP. FEB. 18,2004

GLORIA DRYJANSKI
(Name of Notary Public: Print, Stamp, or Type as Commissioned)
☒ Personally known to me, or
☐ Produced Identification:

(Type of Identification Produced)
☐ DID take an oath, or ☐ DID NOT take an oath

NON-COLLUSIVE AFFIDAVIT

State of **Florida**

)ss.

County of **Palm Beach**

Melita Idiaquez, Manager, BSD Communications, being first duly sworn, deposes and says that:

1. He/**she** is the Employee of **Office Depot, Inc.** the Offeror that has submitted the attached Proposal;

2. He/**she** is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

Witness

By Melita Idiaquez

Melita Idiaquez
Printed Name

Manager, BSD Communications
Title

ACKNOWLEDGEMENT

State of Florida
County of PALM BEACH

On this the 2ND day of AUGUST, 2001, before me, the undersigned Notary Public of the State of Florida, personally appeared

MELITA FDIAQUEZ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the Instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC
GLORIA
DRYJANSKI
STATE OF FLORIDA

OFFICIAL NOTARY SEAL
COMMISSION NO. CC 901679
MY COMMISSION EXP. FEB. 18,2004

GLORIA DRYJANSKI
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☑ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name	Office Depot, Inc.
Address	2200 Old Germantown Road
City State Zip	Delray Beach, FL 33445
Phone/Fax	800-937-3600

Agency/Firm Name:	* Please refer to the references listed in question 12 in the Offeror's Qualification Statement.
Address	
City State Zip	
Phone/Fax	
Contact Name	
Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	
Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	
Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	
Agency/Firm Name:	
Address	
City State Zip	
Phone/Fax	
Contact Name	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. **Proposal # RFP01-15R** to the City of Tamarac for **Office Supplies.**

2. This sworn statement is submitted by **Office Depot, Inc.**

   (Name of entity submitting sworn statement)

   Federal Employer Identification Number (FEIN): **59-2663954**

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is **Melita Idiaquez**

   (Print name of individual signing)

   My relationship to the entity named above is **Manager, BSD Communications**

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entity of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The owner by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

   ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

   ☐ The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Melita Villaguez
(Signature)

8/02/01
(Date)

ACKNOWLEDGMENT

State of Florida
County of PALM BEACH

On this the 2ND day of AUGUST, 2001, before me, the undersigned Notary Public of the State of Florida, personally appeared

MERITA IDIAQUEZ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

GLORIA DRYJANSKI
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC
GLORIA
DRYJANSKI
STATE OF FLORIDA

OFFICIAL NOTARY SEAL
COMMISSION NO. CC 901679
MY COMMISSION EXP. FEB. 18,2004

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or ☐ DID NOT take an oath

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if non of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the businesses policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after each conviction.

5. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Office Depot, Inc.
Company Name

MARSH USA INC. — CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: ATL-000427863-00

PRODUCER

Marsh
615 CRESCENT EXECUTIVE COURT
SUITE 300
LAKE MARY, FL 32746
Attn: 407/804-5900

7869--- 4

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

RATING

COMPANIES AFFORDING COVERAGE

COMPANY A	UNITED STATES FID & GUARANTY	A+ 15
COMPANY B	FIDELITY & GUARANTY INS. CO.	A+ 15
COMPANY C		
COMPANY D		

INSURED

OFFICE DEPOT INC&SUBSIDIARIES
& VIKING OFFICE PRODUCTS
2200 OLD GERMANTOWN ROAD
DELRAY BEACH, FL 33445

COVERAGES — This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 4

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	DRE3717500	11/01/01	11/01/02	GENERAL AGGREGATE	$ 10,000,000
X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,250,000
OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,250,000
X $250 000 SIR				FIRE DAMAGE (Any one fire)	$
				MED EXP (Any one person)	$
AUTOMOBILE LIABILITY	DRE3717600 (TEXAS)	11/01/01	11/01/02	COMBINED SINGLE LIMIT	$ 1,000,000
X ANY AUTO	DRE3717700 (MA)	11/01/01	11/01/02		
ALL OWNED AUTOS	DRE3717800 (AOS)	11/01/01	11/01/02	BODILY INJURY (Per person)	$
SCHEDULED AUTOS					
HIRED AUTOS				BODILY INJURY (Per accident)	$
NON-OWNED AUTOS				PROPERTY DAMAGE	$
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
ANY AUTO				OTHER THAN AUTO ONLY	
				EACH ACCIDENT	$
				AGGREGATE	$
EXCESS LIABILITY				EACH OCCURRENCE	$
UMBRELLA FORM				AGGREGATE	$
OTHER THAN UMBRELLA FORM					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	DRE3717100(TEXAS)	11/01/01	11/01/02	X WC STATUTORY LIMITS / OTHER	
	D001W00019(NEW JERSEY)	11/01/01	11/01/02	EL EACH ACCIDENT	$ 1,000,000
THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICER IS ARE INCL / EXCL	D001W00020(AOS)	11/01/01	11/01/02	EL DISEASE-POLICY LIMIT	$ 1,000,000
	D001W00018(RETRO)AK NV OR WI	11/01/01	11/01/02	EL DISEASE-EACH EMPLOYEE	$ 1,000,000
OTHER WORKERS COMP (Excess Comp)	DRE3717100(OHIO)	11/01/01	11/01/02	As Above	

Vendor: OFFICE DEPOT
Date of Review: 11/1/01
Acceptable YES
Not Acceptable
(Note Deficiencies Below)
Authorized Signature

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Certificate Holder is included as Additional Insured only with respect to the negligence of and contract with Office Depot Inc., et al.

CERTIFICATE HOLDER

CITY OF TAMARAC
Attn: Anne Lodato
7525 N.W. 88th Ave
Tamarac, FL 33321

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
By: Emily Banks — Emily Banks