

CONTRACT FOR SUPPLY

DOCUMENT NO. 11-84-2787



**CHAIR AND CHAIR GLIDES
COOK COUNTY SHERIFF'S OFFICE – DEPARTMENT OF CORRECTIONS**

WITH: OFFICE DEPOT

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ#100099

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Office Depot**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Board Sheriff's Office – Department of Corrections**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires File Cabinets through a contract awarded by the County of Dupage, IL, Contract #P10-004, available to public agencies nationwide via the National International Purchasing Alliance.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A" and EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County.

III. PAYMENT

In no case shall such charges exceed the amount of **\$62,748.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – COUNTY OF DUPAGE, IL CONTRACT
2. EXHIBIT B- VENDOR'S PROPOSAL
3. EXHIBIT C - INSURANCE CERTIFICATE

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease

- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III, Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification, or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 **FEDERAL CLAUSES (CONT.)**

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 **FEDERAL CLAUSES (CON'T.)**

24. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 11-84-2787 for Chairs and Chair Glides for the Cook County Sheriff's Office – Department of Corrections, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	EACH	400	CHAIRS WITH CHAIR GLIDES OFM 409-VAM-606-BLK. AS PER EXHIBIT "B" HEREIN <u>\$ 150.62 /EACH</u> <u>\$ 60,248.00 /TOTAL</u>
2.	EACH	1	LABOR TO MEET THE TRUCK AND UNLOAD AS PER EXHIBIT "B" HEREIN <u>\$ 2,500.00/LOT</u>

GRAND TOTAL: \$ 62,748.00

CONTRACT NO. 11-84-2787

EXHIBIT "A"

COUNTY OF DUPAGE, IL CONTRACT

COUNTY OF DUPAGE

Contract P10-004

for

Office Furniture

with

Office Depot

Effective: April 1, 2011

The following documents comprise the executed contract between the County of DuPage and National Office Furniture, effective April 1, 2011:

- I. County of DuPage Resolution
(Includes Term and Pricing)
- II. Office Depot's Best and Final Offer
- III. Office Depot's Response to the RFP
(Includes Scope of Work and National Cooperative language)

R E S O L U T I O N

FIP-005-11

WHEREAS, the County of DuPage is authorized to exercise its functions with other public entities pursuant to 5 ILCS 220/3 (Intergovernmental Cooperation) and to enter into joint purchasing agreements pursuant to 30 ILCS 525/1 et seq. (Governmental Joint Purchasing Act); and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, pursuant to that authorization the County issued its Request For Proposal #P10-004 (RFP) for a Master Contract Agreement for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services; and

WHEREAS, the County evaluated the responses to the RFP and Office Depot has been found to meet all minimum qualifications and requirements per Proposal #P10-004; and,

WHEREAS, the RFP contemplated multiple awards by multiple procurement methods to permit maximum flexibility in ordering.

NOW THEREFORE BE IT RESOLVED, that an award be issued to: Office Depot, 3366 East Willow, Signal Hill, CA 90755, at the attached rates for procurements entered into during the period of April 1, 2011 through March 31, 2014, with two additional one-year renewal options.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Systems Furniture, Free-Standing Furniture, Seating, Filing Systems /Equipment and Related Products and Support Services pursuant to this award from the attached pricing. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005B-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to the National IPA, Attn: Ken Heckman, 1600 Westgate Circle, Suite 275, Brentwood, TN 37027 and to Office

Depot, Attn: David Trudnowski, 3366 East Willow, Signal Hill, CA 90755, and to the Procurement Services Division, Attn: Joan M. Morange, CPPB.

Enacted and approved this 22nd day of February, 2011, at Wheaton Illinois.



Daniel J. Cronin, Chairman
DuPage County, Board

ATTEST: 

Gary A. King, County Clerk

Ayes: 12
Absent: 6

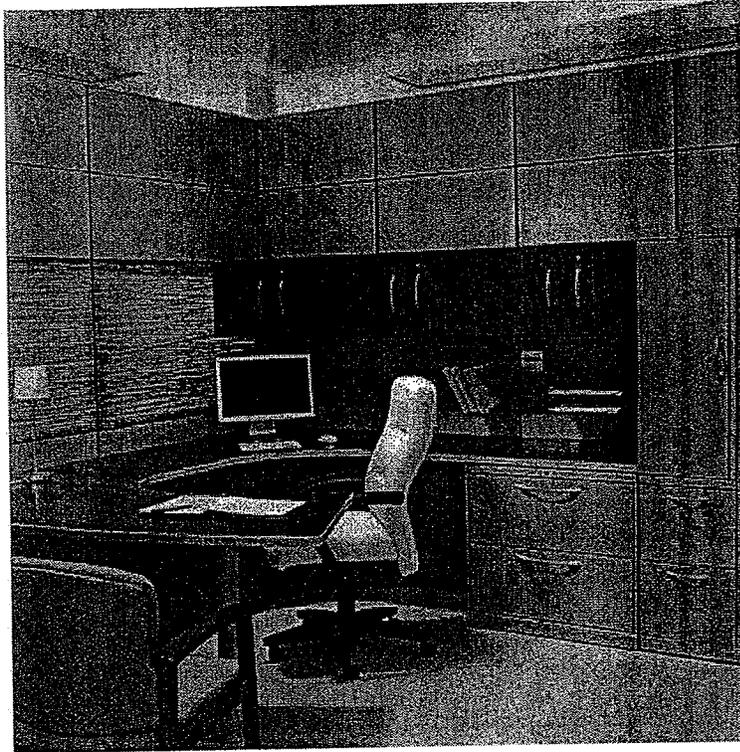
Additional Charges

Additional Charges May Apply For	
Service	Percent or Per Labor Hour Additional Charge
Inside Delivery-Upper Levels Non-Seating	8% of list price for non-union labor (loading dock and elevator access)
Inside Delivery-Upper Levels Seating	6% of list price for non-union labor (loading dock and elevator access)
Union & Prevailing Wage Non Seating	12% of list price for Union & Prevailing Wage (loading dock and elevator access)
Union & Prevailing Wage Seating	10% of list price for Union & Prevailing Wage (loading dock and elevator access)
Major Metro Market and Upper Floor Installation	6% of list price for non-union labor (loading dock and elevator access)
Installation outside of a 50 mile range of a the servicing dealer	8% of list price for non-union labor (loading dock and elevator access)

Supplemental Services

Supplemental Services	
If there are other Supplemental Services that the customer may want to add, please add them here. Charge of \$65.00/hour for the service.	
Service	Per Person/ Hour Charge
Project Management Services	
Furniture Project Management	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Furniture Project Coordination	No Charge
Reconfiguration Services	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Design (outside of standard services)	\$65.00 per man hour for Non-Union
Strategic Planning Services	
Occupancy Planning Services	
Occupancy Planner	Price Per Project
CAD Drafter	NA
Build Out Project Management Services	NA
Fixtures, Furniture and Equipment Management Services	NA
Move Services	Price Per Project
A) Scope of our Strategic Planning Service are intended to provide assistance in space-use analysis, including: Space Optimization (restacking plan), consolidation study and Furniture Standards.	

Office DEPOT.



Proposal Response

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA



Office DEPOT.

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Section 8 – Required Forms.....
Section 9 – Price Lists.....

Tab 2 – Exhibit A: National IPA

Exhibit A: National IPA Exhibits with Responses

Tab 3 – Exhibit A: Statement or Work

Section 1 – Scope of National Cooperative Contract.....
Section 2 – Representations and Covenants

Tab 4 – Office Depot Service

Project Management Capability

Tab 5 – HON Product Information and List Prices

HON List Product Pricer.....
HON Steel and Wood Seating

Tab 6 – Attachments

Attachment 1 – Office Depot D & B Report.....

Insert – CD with Proposal

Office DEPOT.

December 8, 2010

Joan M. Morange, CPPB
Procurement Services Supervisor
DuPage County Procurement Services Division
421 North County Farm Road, Room 3-400,
Wheaton, IL 60187

Subject: County of DuPage / National IPA RFP# P10-004 Furniture
Reference: Office Depot's attached Proposal

Dear Ms. Morange:

For more than 24 years, Office Depot has been committed to helping our customers take care of business by providing best in class products, services and solutions. We are proud of the loyalty that we have developed with our existing public sector customer base, and Office Depot is looking forward to enhancing these relationships through the County of DuPage and the National IPA cooperative furniture contract. Through this new partnership, we can deliver the premier national furniture public sector cooperative contract by offering unprecedented value and savings to public agencies across the country.

From our earliest days when Office Depot began to change the way office products were sold and competitively priced, we began to partner with public agencies to help them maximize their budgets. Our partnership with the public sector extends to our furniture program. As a reliable resource, with over 20 years of experience in the contract furniture industry, Office Depot has developed an exceptional furniture offering, with experienced personnel and tested processes to service the public sector. Today, we service more than 13,000 public sector customers through cooperative purchasing agreements and thousands more on directly solicited contracts. These relationships provide us in the unique opportunity to engage our Public Sector customers on a regular basis to better understand their personal workspace and facility needs to deliver cost-effective furniture solutions. Our success in providing furniture solutions to public agencies is the direct result of leveraging our current relationships and the entire Company's commitment to serve the segment by working in the areas in which we live and work.

The foundation of our public sector growth is built on delivering value to public agencies, both financially and operationally. Office Depot has a proven ability to provide extraordinary value to all our customers, which has taken on even more importance given the current economic climate. We are prepared to continue delivering on this goal through a world class assortment of products, services, and solutions.

We also understand the importance of credibility with the public agencies and to that end, we hope that you recognize the lengths that Office Depot has gone through to ensure pricing, integrity, and contract compliance for all of its public and private sector customers. We believe our compliance systems and methodologies are industry leading and stand above any solutions our competition can offer.

Office DEPOT.

Office Depot would be honored to partner with the County of DuPage and National IPA to build a robust cooperative purchasing furniture solution that will bring increased value to public agencies in both product and procurement costs for years to come. By working together, we can meet the goals of the public sector and provide solutions that are important to them, a few of which are included below:

- A Company with a national footprint that has the scale and scope to provide consistent solutions at extraordinary value
- A long history and commitment to serving the public sector
- Commitment from Office Depot's entire executive team to endorse and fully sponsor the County of DuPage and National IPA contract
- A National network of over 1400 highly trained sales professionals in 74 offices nationwide
- Green purchasing and reporting solutions
- National HON Partnership & Comprehensive furniture solutions
- National Furniture Delivery & Installation Service Network

- World class e-commerce tools
- Dedicated Furniture Customer Service Team
- Inventory management and purchasing strength of a global company

Our entire team believes our RFP response demonstrates our passion for your business, our enthusiasm to understand, and exceed your expectations, and our desire to present a sustainable offer that will allow for the success and growth of all parties.

Should you have any questions or concerns, please feel free to reach out directly to either me, Chris Penny or others on our team. Thank you for the opportunity to let Office Depot take care of your business.

Sincerely,



Paul Hurty
National Sales Director - Furniture
Office Depot, Inc.

Office DEPOT.

Executive Summary

Office Depot takes great pride in building and delivering winning solutions to public agencies. Office Depot has proven to do this consistently – a value which has taken on even more importance given the current economic climate. We are prepared to continue delivering on this goal through an assortment of products and solutions that meets the needs of public agencies, paired with world-class customer service, and an Executive Leadership team fully committed to the County of Dupage and National IPA.

Executive Leadership and Cross-Functional Alignment - The significant growth of Office Depot's cooperative platform is the result of the commitment and professionalism of our Business Solutions Division and the support of Executive Leadership. Our senior executives are committed to being personally involved in the growth and development of the County of Dupage/National IPA program. This commitment will be supported by their ongoing involvement in business reviews and open lines of communication with the County of Dupage and the National IPA senior management.

Sales Organization – The Office Depot sales organization is highly trained and experienced, and above all, will be committed to serving the National IPA customer base. Personal account relationships have always been the cornerstone of Office Depot's ability to grow and service the public sector. Additionally, Office Depot will partner with National IPA to aggressively market the program throughout the life of the contract.

Growth – Office Depot is committed to rapidly growing the County of Dupage and National IPA program as demonstrated by the fact that we have guaranteed to bring a minimum of \$3 Million dollars worth of revenue to National IPA during the first year and \$7 Million by the end of year three. We will also market this program to our more than 13,500 current Office Depot cooperative customers which represent revenue well in excess of our minimum guarantee. This growth will be fueled by our focus on the program, along with the aggressive overall pricing program offered to public sector agencies who will utilize the National IPA platform. We believe that we can leverage our past experience with other public sector cooperatives and obtain similar results, bringing greater value to the County of Dupage and National IPA.

Process Improvements – Office Depot is committed to continuous process improvements to ensure that we are doing everything possible to save money for public agencies purchasing through the National IPA contract. As a result of these process improvements, we will be able to provide significant savings year over year. These improvements will result in enhanced service capabilities, reductions in the cost of doing business, and lower total cost of procurement for public agencies.

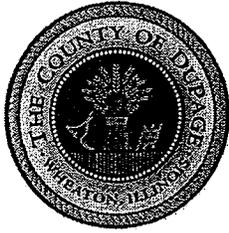
Quality Control - Office Depot is committed to quality control. To ensure quality control, Office Depot has a dedicated contract compliance team to ensure the requirements for both the County of Dupage and National IPA are properly managed. Our contract compliance capabilities include a combination of organizational and systems support, which provide quality assurance throughout the contract lifecycle management process.

Green Business is Good Business - At Office Depot, we're committed to environmental leadership. We consider our environmentally-aware stance to be a sound business strategy that helps us attract and retain participating public agencies who are interested in going green.

Product Choice: Office Depot is offering the complete line of HON products. HON provides an extensive collection of products and accessories to meet the broad range of the office environment. HON collection of value products offers durable, flexible, functional products for the office and a dedication to making sustainable manufacturing choices. Our HON program offers extensive customization of products with fabrics and finishes and personalize accessories.

Office DEPOT.

In closing, we want to emphasize Office Depot's desire to be selected as the County of Dupage /National IPA's furniture vendor. You have our unwavering commitment to ensure a successful program that yields significant benefits to the public sector.



**REQUEST FOR PROPOSALS
FOR A MASTER AGREEMENT
TO PROVIDE SYSTEMS FURNITURE,
FREE-STANDING FURNITURE,
SEATING, FILING SYSTEMS/EQUIPMENT
AND RELATED PRODUCTS
AND SUPPORT SERVICES**



PROPOSAL #P10-004

Issue Date: Tuesday, October 19, 2010

Pre-Proposal Conference: Wednesday, November 3, 2010 at 10:00 a.m. local time
JTK Administration Building
421 North County Farm Road, Room 3-500B
Wheaton, IL 60187

**Pre-Proposal Question and
Exceptions Deadline:** Friday, November 5, 2010 at 4:00 p.m. local time

Proposal Deadline: Friday, November 19, 2010 at 2:30 p.m. local time
DuPage County Procurement Services Division
421 North County Farm Road, Room 3-400
Wheaton, IL 60187-3978

Point of Contact: Joan M. Morange, CPPB
Procurement Services Supervisor
Phone: (630) 407-6180
Email: JMorange@dupagco.org

Description: The County of DuPage is seeking proposals from qualified firms to provide Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services. Award will be in the form of a Master Agreement against which the County of DuPage and Public Agencies bodies throughout the Country will place orders. Following approval by the County, the selected vendor will be required to enter a contract with National IPA for implementation of the proposal. The term of the Master Agreement will be for an initial three (3) year period with two (2) optional one (1) year renewal periods.

Written questions regarding the substance of the RFP or scope of services, or any exceptions to the terms of the RFP must be submitted via e-mail to the BidInformation@DuPageCo.org no later than the Pre-Proposal Question Deadline indicated above.

SEALED PROPOSALS MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC ACCEPTANCE DATE AND TIME SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND THE NAMES OF PROPOSERS WILL BE READ ALOUD AT THAT TIME IN THE PROCUREMENTSERVICES DIVISION.

All proposals are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED
LATE PROPOSALS WILL NOT BE ACCEPTED – NO EXCEPTIONS.**

PLEASE NOTE: Our documents have changed; please review carefully.

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SECTION 1 – PROJECT INFORMATION

PROJECT NAME:	Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services
FOR:	County of DuPage, IL is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide cooperative contract for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services that will be available and marketed by National IPA and the selected supplier to Public Agencies nationwide.

SCHEDULE OF EVENTS

EVENT:	LOCATION:	DATE:	TIME:
Request For Proposals Posted	www.DemandStar.com	10/19/2010	
Advertisement	Chicago Tribune	10/19/2010	
Advertisement	Daily Herald	10/19/2010	
Pre-Proposal Conference	DuPage County Complex J. T. K. Administration Building 421 North County Farm Road, Room 3-500B Wheaton, IL 60187	11/03/2010	10:00 a.m.
Deadline for Exceptions to Proposal Language	DuPage County Procurement Services	11/05/2010	4:00 p.m.
Deadline for Written Questions	DuPage County Procurement Services	11/05/2010	4:00 p.m.
Response to Inquiries	DuPage County Procurement Services	11/09/2010	
Proposals Due	Procurement Services, Room 3-400	11/19/2010	2:30 p.m.
Evaluation of Proposals	Proposal Evaluation Committee		
Parent Committee Approval	DuPage County Finance Committee	01/25/2011	
County Board Approval	County Board Room	01/25/2011	
National IPA & Awarded Suppliers meet regarding contract implementation	To be scheduled by National IPA	Week of 02/07/2011	
Contract Start Date	Nationwide	04/01/2011	

√	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL PROPOSAL
	1 HARDCOPY (IN 3-RING BINDER)
	THREE (3) ELECTRONIC (CD) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL FORM
	PUBLISHED PRICE LISTS CORRESPONDING WITH DISCOUNTS OFFERED

SECTION 2 - INSTRUCTIONS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

- 3) **EXCEPTIONS:** Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the RFP number and the specification, contract term or other portion of the RFP which is being excepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. If the County accepts the proposed exception, notice of that acceptance will be given to all registered prospective Proposers. No exceptions or changes to contract terms will be accepted with the proposal.

- 4) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, and to foster compliance with Illinois criminal statutes related to public procurement, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this document with other County employees is permitted.

- 4) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

County of DuPage, Illinois

- 5) **PRE-PROPOSAL CONFERENCE:** The date, time and location of the meeting is indicated on the cover page of this RFP. **All Proposers are strongly encouraged to attend this conference**, but attendance is not mandatory.
- 6) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.
- A. Proposals must be submitted before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Procurement Services Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for legal holidays to:
- DuPage County Procurement Services Division
421 North County Farm Road, Room 3-400,
Wheaton, IL 60187
- B. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Procurement Services Division's timestamp shall be the official time.
- C. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- D. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.
- E. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- F. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.
- G. Proposals sent by facsimile or other electronic means will not be considered.
- H. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.
- I. Proposals are subject to public disclosure after award in accordance with state law under the Freedom of Information Act (FOIA). If you believe your proposal contains information which would qualify for a statutory exemption, you must mark each section to be withheld; pricing does not qualify for exemption.
- 7) **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer. If the Offeror is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.
- If the Offeror is a partnership, all partners shall execute the Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.
- If the Offeror is a sole proprietor, the owner shall execute the proposal.
- A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.
- 8) **CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposers to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a

County of DuPage, Illinois

contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals will be presented as a discount off identified list. Purchases resulting from the award of this proposal are contingent upon the availability of funds. Receipt of the Proposer's proposal by the County does not constitute a binding contract. Issuance of the Master Agreement will govern the terms of future orders by the County and other Participating Public Agencies, but does not constitute an order. The County is not liable for performance costs until the successful Proposer has been given a fully executed purchase order.

- 9) **HOLDING OF PROPOSALS:** Offeror may withdraw the Proposal at any time prior to the time specified as the closing time for the receipt of proposals. However, no Offeror shall withdraw or cancel the Proposal for a period of one hundred twenty (120) calendar days after said closing time for the receipt of proposals. Unauthorized withdrawal may result in forfeiture of the Proposal bond, or if no Proposal bond is required, the withdrawing Offeror shall pay the sum of \$1,000.00 as liquidated damages for the County's cost of review to date or loss in re-solicitation.
- 10) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Chief Procurement Official or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract; debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Procurement Official has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.
- 12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
- 13) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal are requested to return a notice stating the reason(s) for not responding. This will insure that they remain eligible for future solicitations and will assist the County in assessing the fairness of the proposal process.
- 14) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:
- A. Evidence of collusion among Proposers.
 - B. Lack of competency as revealed by either financial, experience, or equipment statements.
 - C. Lack of responsibility as shown by past work.
 - D. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 20) **DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.
- Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of Proposals. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended to incorporate such clarification or change and all registered Proposers will be notified of the change. The Proposer shall reduce any substantial oral clarification of its Proposal to writing.
- 21) **PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 6 – SPECIFICATIONS

AND SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposers or their Subcontractor(s). Further, the County will consider the Successful Proposers to be the sole point of contact with regard to contractual matters. The Successful Proposers must identify all Subcontractors and the Services they provide. The Successful Proposers are responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 22) **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer's personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

SECTION 3 – GENERAL CONDITIONS

- 1) **ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSALS:** If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.
- 2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 3) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.
- 4) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County's issuance of a purchase order against the Master Agreement or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.
- 5) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.
- 6) **CONTRACTOR PERFORMANCE:** The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.
- 7) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
- 8) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
- 9) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. destination. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
- 10) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

County of DuPage, Illinois

- 11) **INDEMNITY:** The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

- 12) **LAW GOVERNING:** The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
- 13) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 14) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.
- 15) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1.
- 16) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 17) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.
- 18) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.
- 19) **PERFORMANCE AND PAYMENT BONDS:** The awarded Contractor shall, within ten (10) working days of issuance of a purchase order, where applicable, provide a Performance and Payment Bond a.) in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all

County of DuPage, Illinois

materials, supplies and equipment charge and to insure compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). No work shall be started until receipt of a performance and payment bond.

- 20) **PREVAILING WAGE:** This contract may call for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at www.dupageco.org/purchasing or you may use your own format containing the same information with pre-approval by the Purchasing Manager (submit sample with bid).

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

- 21) **PREVAILING WAGE PRICE ADJUSTMENT:** The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the bid may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up.

Du Page County Prevailing Wage for October 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	15.87	3.880	0.580
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	8.100	8.200	0.000	1.000
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	13.24	0.000	1.360
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780

Legend:

- M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations of trade names may be viewed at <http://www.state.il.us/agency/idol/rates/rates.htm>

- 22) **PROTEST: No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.**

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

- 23) **TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.**

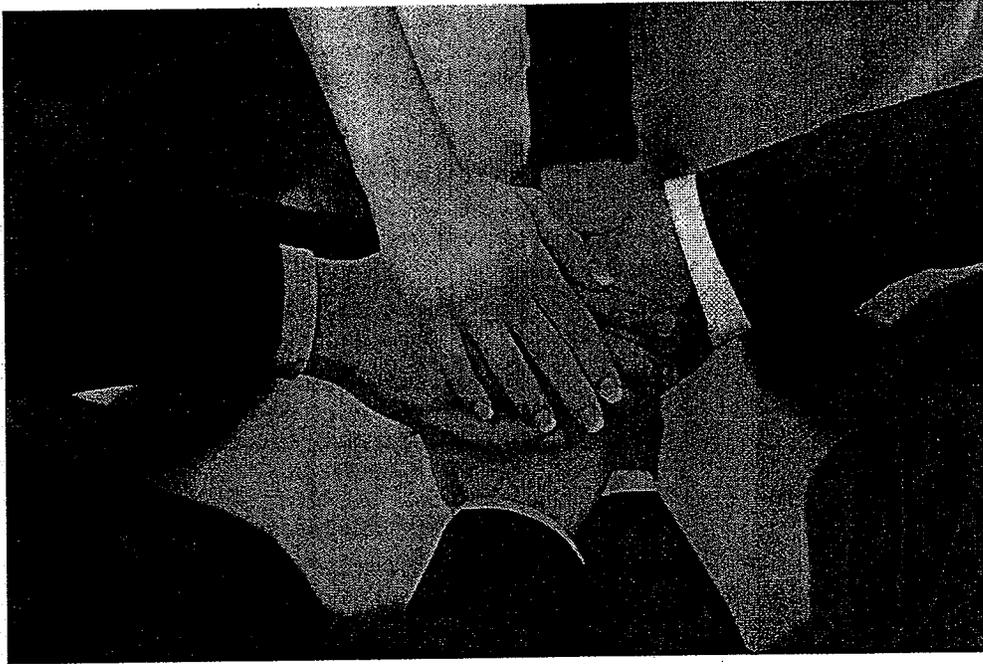
- 24) **TERMINATION, CANCELLATION AND DAMAGES:** If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

- 25) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

- 26) **VENUE:** By submitting a response, proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

Office DEPOT.



Section 4: Special Conditions

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA





DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200

Fax: (630) 407-6201

General Email: purchasing@dupageco.org

**#P10-004 EXCEPTIONS, ADDITIONAL QUESTIONS AND ANSWERS
MASTER AGREEMENT TO PROVIDE SYSTEMS FURNITURE, FREE-STANDING FURNITURE, SEATING,
FILING SYSTEMS/EQUIPMENT AND RELATED PRODUCTS AND SUPPORT SERVICES**

EXCEPTIONS REQUESTED:

SECTION 3 – GENERAL CONDITIONS

Subsection 15, MSDS – Contractor agrees to provide Material Safety Data Sheets, if required, upon request of the County.

Not acceptable; required by law.

Subsection 17, Patents – Contractor represents and warrants that it has obtained from its vendors and is authorized by said vendors to, assign or pass through the following representations and rights from said vendors: that said vendors agree to defend, indemnify and hold harmless the County and the end user at vendor's expense from and against any suit, action or proceeding in which the County, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased from Contractor.

In the event Contractor fails to assign the above representations and warranties from a vendor, or in the event the assignment of such indemnity is prohibited by law, Contractor agrees to defend, indemnify and hold harmless the County from and against any claim set forth in the preceding paragraph.
OK, as modified.

Subsection 20, Prevailing Wage – Contractor agrees that it will comply with the Illinois Prevailing Wage Act (the "Act") to the extent applicable, **provided** the County provides written notice to Contractor that a Purchase Order includes products to be used for the construction of a "public work" within the meaning of the Act. In the event a Purchase Order is subject to the Act, Contractor will use best efforts to ensure compliance of its subcontractors. This is unacceptable. The products specified, by their nature, will come under the Act. Subcontractor compliance is required.

Subsection 24, Termination, Cancellation and Damages

If the County terminates for breach, the County shall have the right to purchase items or services elsewhere and to charge Contractor with any additional costs incurred for a period of ninety (90) days. This right shall not extend to all participating agencies.

Not acceptable.

In the event the County terminates the contract due to lack of appropriation of funds, the County shall be liable for payment of all goods and services provided up through the effective date of termination.
This is true.

Office Depot's Terms and Conditions of Purchase for Furniture are attached as Exhibit A and shall apply to all purchases under the contract. In the event of a conflict between Exhibit A and the RFP, the provisions of Exhibit A shall prevail.

No, to this as a blanket statement. Each section will be addressed separately herein.

SECTION 4 – SPECIAL CONDITIONS

Subsection 1, "Buy American" Requirements -- Office Depot agrees that it will comply with the Buy American provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") to the extent applicable, **provided** the County provides written notice to Office Depot that a Purchase Order is funded in whole or in part through ARRA funds. In the event a Purchase Order is subject to the Buy American requirements, Office Depot will use best efforts to ensure compliance of its subcontractors.
OK as to funding source. No, subcontractor compliance is required.

Subsection 2, Davis-Bacon Act Requirements -- Office Depot agrees that it will comply with the Davis Bacon Act to the extent applicable, **provided** County provides written notice to Office Depot that a Purchase Order includes products to be used for a project funded by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. In the event a Purchase Order is subject to the Davis-Bacon Act, Office Depot will use best efforts to ensure compliance of its subcontractors.
Same as above.

Subsection 2(H), Subawards and Contracts -- Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.
No.

Subsection 2(M), Contract Work Hours and Safety Standards Act -- Office Depot agrees that it will comply with the Davis Bacon-Act to the extent applicable, **provided** County provides written notice to Office Depot that a Purchase Order includes products to be used for a project funded by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. In the event a Purchase Order is subject to the Davis-Bacon Act, Office Depot will use best efforts to ensure compliance of its subcontractors.
OK as to funding source. No, subcontractor compliance is required.

Subsection 2(M)(4), Subcontracts -- Office Depot requires all of its subcontractors to represent and warrant that it will comply with all applicable federal, state and local laws, rules and regulations. Office Depot will use best efforts to incorporate the County's provisions in its subcontracts to the extent required by law.
No

Subsection (4), Pricing -- Office Depot requests that the word "annually" be deleted from the 2nd sentence. Office Depot agrees that pricing will be discounted off of manufacturer's identified list price. In the event the manufacturer's list price changes, Office Depot may submit a new price list to the County for approval. Unless Office Depot receives written objection to any price adjustment within thirty (30) days of County's receipt of the proposed price adjustments, such price adjustments shall be implemented at the end of the thirty (30) day period.
This is acceptable.

SECTION 6 – SPECIFICATIONS AND SCOPE OF WORK

Section 3, Term of Contract -- Office Depot requests the right to terminate any resulting contract for convenience on sixty (60) days prior written notice to the County.
Not acceptable.

Section 7, Pricing

The List discounts will only be available on a "special order" basis. Discounts will not apply to stocked, virtual, wholesaler provided items, and/or any item available online from Office Depot's websites.
Proposers may address this in their proposals.

Discounts off manufacturer list price for installation shall apply to the following states only: Arizona, California, Colorado, Nevada, New Mexico, Colorado, Washington, Oregon and Utah, Florida, Georgia, Louisiana, North

Carolina, South Carolina, Virginia, Texas, Oklahoma, Kansas, Missouri, Ohio, Illinois, Iowa, Indiana, Minnesota, Wisconsin, Missouri, Michigan, Pennsylvania, Maryland, Massachusetts, New Jersey, New York and Connecticut. Installation costs for projects outside of these states will be quoted on an order-by-order basis. Proposers may address this in their proposals.

EXHIBIT A - NATIONAL IPA REQUEST FOR PROPOSAL

Section 2.2, Pricing Commitment – Office Depot proposes to delete the Pricing Commitment as set forth in Section 2.2 of Exhibit A. In lieu of such Pricing Commitment, Office Depot commits as follows: Office Depot agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public agency that enters into a separate written agreement with Office Depot ("Comparable Contract"), as further provided herein. A Comparable Contract is a written agreement between Office Depot and another public agency entered into after the Effective Date of the Master Agreement that contains similar terms and conditions, concerns a public agency customer with the same approximate spending pattern and product mix, and provides for similar delivery conditions. "Representative Total Usage" shall mean the total purchases for a consecutive six (6)-month period (inclusive of any fees, rebates, or other charges or discounts and exclusive of any restricted items) of the top ten (10) National IPA customers utilizing Office Depot as their primary vendor for the products and services offered under the Master Agreement, as determined by Office Depot. If, during the term of this Master Agreement, National IPA becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, National IPA may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of National IPA, Office Depot will agree to renegotiate in good faith the pricing terms of this Master Agreement. Proposers may address this in their proposals.

Section 3

11) Indemnity (3rd paragraph): - Nothing contained herein shall be construed as prohibiting the County, its officers, agents or its employees from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions or suits so long as the claims arise out of acts or omissions of Contractor, and unless Contractor offers reasonable defense of County, its officers, agents or employees and such defense is unreasonably refused. Not acceptable.

19) Performance and Payment Bonds: The awarded Contractor shall, upon written request, within ten (10) working days Acceptable.

24) Termination, Cancellation and Damages: If the County terminates the Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor ~~with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding~~ with the difference between Contractor's products and services costs and the cost of comparable replacement products and services incurred by County, or the cost of rental furniture and related services used to cover for the delay in receipt of Contractor's products and services. Not acceptable.

25) Transfer of Ownership or Assignment: The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. ~~Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.~~ Contractor, or its successor or assign, shall notify County in writing within thirty (30) days after any such sale or assignment. Acceptable.

26) By submitting a response, proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be ~~exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois~~ brought in the appropriate court located in DuPage County, Illinois or if jurisdiction will so permit in the Federal District Court for the Northern District of Illinois and that Illinois law will control.

Not acceptable. .

Section 5 – Insurance Requirements

Upon notice of a contract award,.... Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing endeavoring to provide the County of DuPage thirty (30) days prior notice thereof in writing.... Not acceptable.

Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract for a period of three (3) years beyond the termination of the Master Agreement.
Not acceptable.

Notice of Lawsuit: Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification unless failure to properly notify Contractor materially hampers Contractor's ability to defend itself and/ or the County, its agents, employees or representatives. ~~However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.~~

Not acceptable

Exhibit A – National IPA Request for Proposal

2.2 – Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide except for pricing made available to governmental entities eligible to purchase through the federal GSA program, and further commits....

Proposers may address this in their proposals.

QUESTIONS AND ANSWERS

SECTION 6 – Specifications and Scope of Work:

Introduction:

What was the total volume for each awarded contract in 2009?

These figures will be made available next week. National IPA is in the middle of a technology upgrade and the reports are not readily available.

Subsection 6 - Service Levels:

Will exclusion of any supplemental services, as listed in Section E, page 28 be grounds for rejection?

No; tell us what supplemental services you offer.

SECTION 3 – General Conditions

Subsection 20 - Prevailing wage:

Do prevailing wage requirements only apply to public works projects? For instance, if Federal Funding is not applicable, would a fixed work project be subject to Prevailing Wage requirements?

These are legal questions that should be answered by the vendor's attorney if a reading of the statute doesn't resolve them.

Here is the relevant statute: 820 ILCS 130/0.1 *et seq.*:

The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is

being performed, to employees engaged in work of a similar character on public works.

"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. "Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions...

"Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. "Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

Can we get a word document of Exhibit B of the NIPA documents? For NIPA

Yes

Under 3.2 on that National IPA, Exhibit A, The Distribution and Logistics section states that identify all other companies that will involved in processing, handling or shipping the products/service to the end user. National utilizes over 900 distribution partners. Our dealer networks may be involved in handling and/or shipping to the end user. Does National need to supply a list of all our distribution partners? For NIPA
You do not need to identify the entire dealer network, only identify your distribution method.

Under Services Levels could you please give a clear definition of "Loading Dock"? Will it be the responsibility of the carrier or the contractor or the end-user to put the product on the loading dock?

Proposer may clarify in their proposals.

Do you expect a responsive bidder to provide a discount for all 3 pricing scenarios (ie – dock delivery, inside delivery and delivered and installed)?

Yes.

In Exhibit A of the National IPA Request for Proposal it states that all transactions, purchase order, etc, will occur directly between the supplier and each public agency. In the past we have allowed agencies to cut the purchase order to one of our authorized dealers and our authorized dealer would submit a purchase order to us with a copy of the end-user purchase order, would we still be able to allow this under the new proposal?
Supplier term includes authorized dealers and distributors.

Will a contractor who participates in other cooperative purchasing agreements still be considered for an award assuming the contractor agrees to offer end-users the National IPA agreement first and agrees to offer best pricing to agencies who utilize the National IPA program?

National IPA cannot prohibit suppliers from having other cooperative agreements; however the supplier will need to clearly detail the positioning of the DuPage/National IPA agreement in relation to other cooperative agreements, and identify the other cooperative agreements.

Under 3.3 Marketing and Sales – can you please verify that this 'guaranteed' amount to transition to the Master Agreement is NOT the guaranteed amount we will use to calculate the 2% admin fee?

The contract administrative fee is a flat 2% for the entire life of the agreement, from dollar one. Any guaranteed sales would fall under the 2% administrative fee. This contract is not structured on a cumulative total and a possible increase in administrative fee as in the current Master Agreement.

Exhibit A
TERMS AND CONDITIONS OF PURCHASE
(FURNITURE)

1. Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. ~~Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 4 below.~~ Acceptable as modified.
2. All prices are firm for thirty (30) days from date of proposal.
Not acceptable.
3. Payment terms are net thirty (30) days from date of invoice. Customer will be invoiced for items as they are delivered. In no event shall payment be withheld for acceptable products. If any products are unacceptable or undelivered, Customer shall pay 90% of the invoice for those products delivered and acceptable and may withhold 10% until completion of the job. The balance is payable thirty (30) days after final delivery.
Not acceptable.
4. All orders are subject to credit approval.
Acceptable
5. Office Depot requires a minimum deposit equaling 33% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
Not acceptable.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges. All freight charges must be included in pricing shown herein.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates under the current contract.
Acceptable as modified
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges ~~at under the current contract at prevailing rates~~ may apply.
Acceptable as modified
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer ~~at prevailing rates under the current contract.~~
Acceptable as modified. Properly executed change order may be required.
11. Electric current, heat, ~~hoisting and/or~~ elevator service related to the installation or delivery will be furnished without charge to Office Depot.
Acceptable as modified.
12. Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
Not acceptable.
13. If Customer is unwilling or unable to accept ~~delivery or~~ installation of the products according to the specified schedule, the products will be stored

at Customer's expense, delivered and Customer shall pay 100% of the invoice price related to products but not installation under the Local Government Prompt Payment Act, ~~within thirty (30) days. In addition, Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.~~
Acceptable as modified.

Acceptable.

19. All items set forth in the quotation are non-returnable.

Not acceptable.

14. Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.

Not acceptable.

15. No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

Not acceptable.

16. Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.

Not acceptable.

17. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.

Not acceptable.

18. It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.

Exhibit B-NATIONAL IPA ADMINISTRATION AGREEMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

TERMS AND CONDITIONS

This ADMINISTRATION AGREEMENT is made this ____ day of ____ 20__, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to public agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to public agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit __. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such public agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products

and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the reporting format appears at Exhibit C, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days

from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not

assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: _____

Title: _____

Date: _____

SUPPLIER: _____

By: _____

Title: _____

Date: _____

SECTION 4 – SPECIAL CONDITIONS

- 1) **“BUY AMERICAN” REQUIREMENTS:** Goods and services under this RFP may be funded in whole or in part through the American Recovery and Reinvestment Act of 2009 (ARRA). That statute contains certain “Buy American” provisions which are incorporated to this RFP, including but not limited to the requirement that all iron, steel and manufactured goods sold or delivered hereunder be produced in the United States unless a waiver has been obtained. By submitting a proposal, you verify compliance with all applicable requirements of ARRA, and agree to indemnify and defend the County, and the State of Illinois as a third-party beneficiary of the contract resulting from this proposal, where applicable, against all loss, damages or claims arising out of your non-compliance as provided on page 9 under INDEMNITY.

Waivers may be obtained only through the federal government. Grounds for a waiver include: 1.) insufficient and reasonably available quantities and 2.) compliance would increase cost of the overall project by more than 25%. If you believe a waiver is appropriate, provide all documentation pursuant to the exception provisions on page 4.

2) **DAVIS BACON ACT REQUIREMENTS:**

A. Definitions. For purposes of this Clause, Contract Work Hours and Safety Standards Act, and the Recipient Functions clause, the following definitions are applicable:

- (1) Award means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) "Construction, alteration or repair" means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) Contract means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) Contracting Officer means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) Contractor means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) Recipient means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) "Site of the work"--
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

County of DuPage, Illinois

- (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
 - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
 - (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.
- (8) Subaward means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier sub recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (9) Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Sub- award under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.
 - (i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of

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the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

- (ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.
 - (b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
 - (c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
 - (d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2)
- (a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:
Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor

County of DuPage, Illinois

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary

- (c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

- (1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.
- (2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

- (1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs

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anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

- (a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.
- (b) The Recipient is responsible for the ensuing that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors; including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and Current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation, or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.
- (c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify –
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

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- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.
 - (d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.
 - (e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

- (1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such Violations have ceased or the Government may cause the suspension of

any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor

F. Apprentices and Trainees

(1) Apprentices.

- (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed –
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
- (b) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (c) The allowable ratio of apprentices to journeymen On the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
- (d) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (e) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (f) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (g) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

- (a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall

be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

- (c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

- (1) The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

- (1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.
- (2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts.
- (3) The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413

I. Contract Termination - Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR: 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm; is a person; entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. M. Approval of Wage Rates. All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

M. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in Violation of the provision

set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(a) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the Same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause. (2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

(4) Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).

(5) The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Davis- Bacon Act Requirements clause, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in, Davis Bacon Requirements clause.

N. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward Complaints, Summary of investigations and all relevant information to DOE;
- (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

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- (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.
- 3) **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.
- 4) **PRICING:** Pricing will be discount off of manufacturer's identified price list. New price lists may be submitted for approval annually upon thirty (30) days written notice along with corresponding support documentation.
- 5) **WORKING WITHIN SECURED AREAS:** A portion of the work may be performed within secured areas.

Security

Service Company shall, one (1) week prior to starting work, supply the completed Criminal History and Background information forms (sample attached) for all their employees and subcontractor employees who may be working at the jobsite, to Joan Morange at jmorange@dupageco.org for advance security reasons.

Service Company will be required to perform all work in keeping with County security procedures while on the Facilities' grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities' dress codes and overall policies are followed.

Notice Warning

Any person who takes into, or out of, or attempts to take into, or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions thereof. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

A person, not otherwise authorized by law, commits promoting contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

The Contractor will provide the County with a complete list of all persons duly authorized to work on this project. Only those persons will be allowed to work within secured areas. All Contractors' personnel authorized to work within secured areas may be subject to fingerprinting and a criminal security check

County of DuPage, Illinois

performed by the County. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.

Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition and other similar items into any areas of work. County's security personnel may conduct searches of Contractor's personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by Contractor's personnel is restricted. Such use must be approved on a case-by-case basis.

The County may require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this Article.

Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without County's escort. Work within these areas may be restricted to spaces that can be observed by the County's escort.

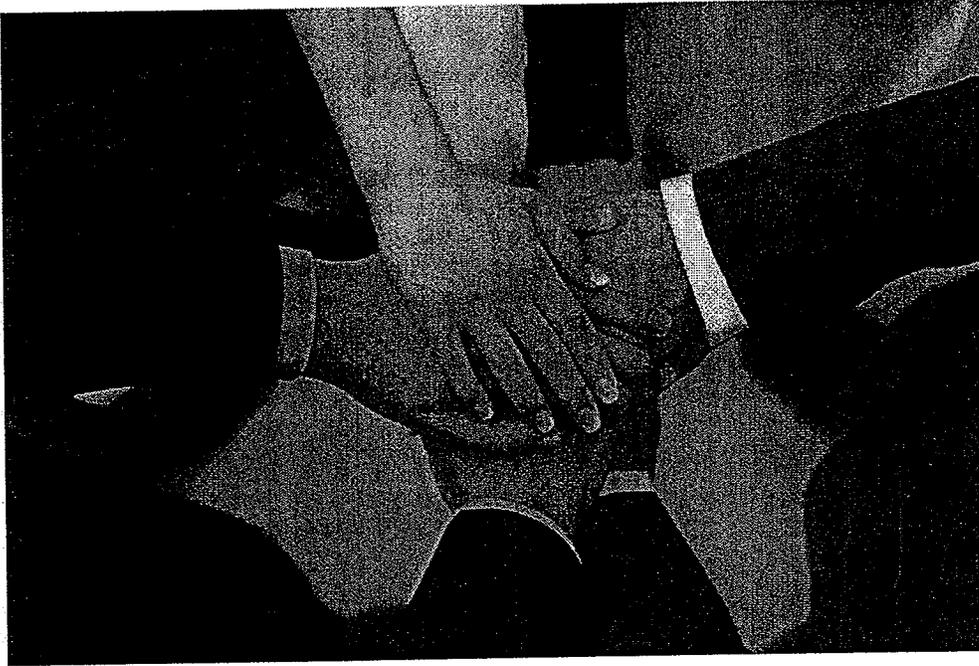
All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel

A designated area outside of the secured area will be arranged for parking of personal vehicles. Delivery trucks will be admitted to receiving areas only by the request of the Contractor, and may be under the supervision of County's security personnel. Immediately load or unload trucks and remove from secured areas.

Workers shall not talk to, signal, whistle, or in any way attract the attention of any inmate, and shall restrict their movements to the project area. Nothing shall be taken from or given to an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or County's security personnel of all unusual happenings pertaining to the inmates.

Within secured areas, the County will designate washing and toilet facilities for Contractor's use.

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Section 5: Insurance Requirements

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA

NATIONAL IPA

SECTION 5 – INSURANCE REQUIREMENTS

Upon notice of a contract award, the successful proposer shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County of DuPage thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured Detentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	500,000.00
B. Each Employee-disease	500,000.00
C. Policy Aggregate-disease	500,000.00
3. Commercial General Liability	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate- Per project	1,000,000.00
2. General Aggregate - Products/ Completed Operations	1,000,000.00
4. Personal and Advertising Injury	1,000,000.00
Each Occurrence	1,000,000.00
5. Fire and Legal Liability (any one fire)	50,000.00
6. Medical Expense (any one person)	10,000.00
7. Umbrella Excess Liability (over primary)	2,000,000.00
Retention for Self-Insured Hazards (each occurrence)	2,000,000.00
8. Business Auto Liability	1,000,000.00
* Up to \$5,000,000.00 in Contract Value	

- NOTE:**
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

County of DuPage, Illinois

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
Joan M. Morange, Procurement Services Supervisor
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6180
FX: (630) 407-6201
E-mail: jmorange@dupageco.org

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE: The Contractor shall notify the County of changes in insurance coverage in writing within 30 days.

INSURANCE RATING: All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

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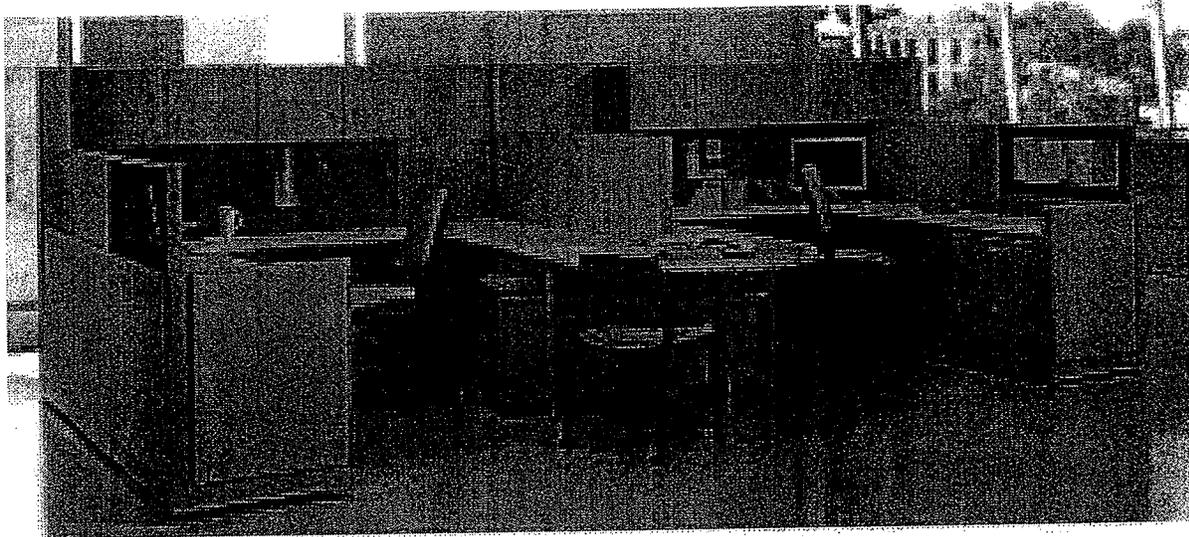


Section 6: Specifications and Scope of Work

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA





Section 6 – County of DuPage

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION: The County of DuPage, as the Principal Procurement Agency, as defined in RFP #P10-004 Attachment 9 (Exhibits A-E), has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

RFP #P10-004 Attachment 9 (Exhibits A-E) contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, as defined in RFP #P10-004 Attachment 9 (Exhibits A-E), National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from

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a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents RFP #P10-004 Attachment 9 (Exhibits A-E). County of DuPage, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The County of DuPage anticipates spending approximately \$500,000 over the full potential Master Agreement term for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services purchased under the Master Agreement through National IPA is approximately \$100 million. This projection is based on the current annual volumes among the County of DuPage, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

1) **OBJECTIVES:** This RFP is has the intent of achieving the following objectives:

- A. Provide a comprehensive solicited and awarded Master Agreement offering terms for the sale and delivery of products and services nationally to Participating Public Agencies ;
- B. Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;
- C. Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process.
- D. Aggregate volume of Public Agencies nationally to achieve best value and increase market share for awarded supplier(s).

Office Depot understands.

2) **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- Have a strong national presence in industry.

Office Depot provides service in all 50 States; we have more than 1,400 Sales and Account Team Members operating from 74 offices providing sales coverage throughout the USA. We have 13 strategically located distribution centers located in the USA in Seattle, WA, Dallas, TX, Denver, CO, Minneapolis, MN, Chicago, IL, Houston, TX, Fremont, CA, Weston, FL, Cincinnati, OH, Atlanta, GA, Phoenix, AZ, Signal Hill, CA, Newville, PA. We have a nationwide delivery capability which provides next business day delivery of in-stock items to more than 99% of the business addresses in the USA. We are the second largest company in our industry in the USA and have been providing these products and services (office supplies, office furniture, office equipment, and print) to our customers for more than 24 years.

Our sales of more than \$12 Billion in 2009 provide us the financial strength to ensure our customers will receive the service, support, and products they require, when they require them.

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- **Have a distribution model capable of delivering products and services nationwide.**

Every day, Office Depot Inc. ("Office Depot" or the "Company") is Taking Care of Business for millions of customers around the globe. For the local corner store as well as Fortune 500 companies, Office Depot provides products and services to its customers through 1,598 worldwide retail stores, a dedicated sales force, top-rated catalogs and a \$4.2 billion E-commerce operation. Office Depot has annual sales of approximately \$12.1 billion, and employs about 41,000 associates around the world. The Company provides more office products and services to more customers in more countries than any other office supply company, and currently sells to customers directly or through affiliates in 53 countries.

Office Depot has a nationwide distribution network in place and performing on a consistent basis every day. Our furniture support system consists of a network of 238 independent installers and dealers working with Office Depot to place the service/installation capability as close to our public sector customers' locations as possible. All projects are carefully coordinated by Office Depot to ensure that the furniture and installers are in position to meet our commitments to our customers. We will be pleased to provide more information on our installer network in a manner which will not be subject to public disclosure because we consider them a valuable and confidential resource.

Our distribution systems are proved by our nationwide on-time delivery rate of more than 99% for 2009 and also for year to date in 2010.

- **Have a demonstrated sales presence.**

There are approximately 1,400 associates on our Office Depot Business Solutions Division Sales Team, including Account Managers, many of whom specialize in public sector sales and furniture. Our Sales Organization is supported by a Full Service Contract Furniture Group throughout the US, providing our customers' with planning and design services, and support furniture projects from initial set-up of your office to design and installation of remodeling and relocation projects.

This experienced and responsive team will provide cost effective furniture and facility solutions for public sector organizations. It is through our day-to-day understanding of our customers' unique needs that we can provide skilled planning and design services to maximize their furniture investments. Office Depot is your business partner, from initial setup of your office to design and installation of remodeling and relocations projects.

They are geographically located as set forth in the table below. However, they are responsible for the sales throughout the U.S.

Office Depot Account Management by State

State	Total	State	Total
AL	14	NC	44
AZ	29	NE	16
CA	300	NJ	30
CO	22	NM	1
CT	64	NV	16
FL	138	NY	57
GA	56	OH	49
IA	1	OK	4
IL	50	OR	16
IN	9	PA	64
KS	17	TN	12

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KY	11	TX	154
LA	28	UT	15
MA	23	VA	18
MD	45	WA	38
MI	41	WI	7
MN	20		

Additionally these 1,400 plus sales team members are based in 74 locations across the United States as detailed in the following table. All are available to support the County and participating agencies as needed and are further backed and supported by our National IPA sales group that includes a National Program Director; four (4) National Program Managers assigned regionally, a Contract Administrator and a Sales Lead Administrator, and a Furniture Manager, and Furniture Support Team. Office Depot is committed to providing a dedicated National Furniture Sales and Furniture Sales Support team to National IPA.

Office Depot Sales Office and Team Members/Office

Location #	City	State	Total	Location #	City	State	Total
001078	Kent	WA	38	001279	Albuquerque	NM	1
001079	Grand Prairie	TX	1	001280	Omaha	NE	16
001090	Plymouth	MN	20	001281	El Paso	TX	3
001091	Plymouth	MI	1	001282	Overland Park	KS	17
001094	Billerica	MA	1	001283	Brookfield	WI	7
001105	Carol Stream	IL	50	001284	Reno	NV	3
001108	Tampa	FL	30	001285	Santa Rosa	CA	7
001122	Charlotte	NC	3	001286	Bakersfield	CA	3
001127	Houston	TX	51	001294	Trevoze	PA	1
001135	Fremont	CA	48	001304	Springfield	VA	13
001139	Sacramento	CA	24	001312	Las Vegas	NV	13
001151	Tulsa	OK	2	001313	Windsor	CT	4
001161	Stockton	CA	1	001350	Salt Lake City	UT	15
001165	Weston	FL	44	001351	Metairie	LA	28
001170	Hamilton	OH	36	001352	Northville	MI	36
001177	Fort Worth	TX	71	001353	Charlotte	NC	41
001186	W. Des Moines	IA	1	001354	Modesto	CA	4
001194	Atascadero	CA	1	001355	San Antonio	TX	11
001202	Valley View	OH	5	001991	Trumbull	CT	59
001210	San Bernardino	CA	21	005003	Austin	TX	14
001216	Oklahoma City	OK	2	005101	Phoenix	AZ	29
001218	Orlando	FL	27	005107	Fresno	CA	16
001231	Columbus	OH	8	005111	San Diego	CA	2
001232	Norcross	GA	40	005113	San Francisco	CA	19
001234	Columbia	MD	45	005119	Denver	CO	22
001243	Grand Rapids	MI	4	005125	Signal Hill	CA	75
001244	Marlborough	MA	22	005134	San Diego	CA	22
001245	Trevoze	PA	46	005135	Portland	OR	16
001246	New York	NY	41	010000	Boca Raton	FL	24
001252	Burbank	CA	44	010035	Atlanta	GA	16
001255	Clifton	NJ	30	010037	Grand Prairie	TX	3
001261	Hayward	CA	1	010038	Signal Hill	CA	12
001263	Farmingdale	NY	6	010043	Trumbull	CT	1
001264	New York	NY	1				
Grand Total Office Depot Sales Team: 1,404							

- **Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.**

Office Depot's commitments to meet the requirements of the cooperative purchasing program, as detailed herein, are detailed in our response to Exhibit A of the National IPA attached. We have committed, from our highest executives through our complete organization, to meet the cooperative requirements.

- **Be able to provide a full range of products, supplies and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.**

Office Depot has two (2) locations for Furniture Customer Service Support for participating and eligible agencies: Signal Hill, CA and Houston, TX. Additionally, our 1-800 Furniture Help line will connect our public sector customer directly to a Furniture expert. We are offering the full range of HON furniture to meet the requirements of this RFP for furniture. We also are offering planning, design, installation, and service support for the participating public agencies to request as needed.

- 3) TERM OF CONTRACT: The awarded contract will be for the three (3) year period beginning April 1, 2011 through March 31, 2014, with two (2) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed five (5) years.**

Office Depot understands and agrees.

- 4) AWARD BASIS: The resulting award made by Principal Procurement Agency will be the basis of an award on a national level through National IPA. If multiple Supplier(s) are awarded by Principal Procurement Agency under the Master Agreement, those same supplier(s) will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.**

Office Depot understands and agrees.

5) GENERAL DEFINITION /OF PRODUCTS:

- A. Systems Furniture - The complete catalog of all systems furniture, and accessories available;**

Please see Exhibit A and HON Product tab for detailed manufacturer's specification/list price books along with Office Depot Service Programs

- B. Freestanding Furniture -The complete catalog of all case goods, furniture and accessories available;**

Please see Exhibit A and HON Product tab for detailed manufacturer's specification/list price books along with Office Depot Service Programs

- C. Seating - The complete catalog of chairs and other seating available;**

Please see Exhibit A and HON Product tab for detailed manufacturer's specification/list price books along with Office Depot Service Programs

D. Filing Systems and Equipment - The complete catalog of filing systems, freestanding file cabinets and equipment and accessories;

Please see Exhibit A and HON Product tab for detailed manufacturer's specification/list price books along with Office Depot Service Programs

E. Related Products and Support Services- Related office interior products, including signage and design, installation, modular furniture reconfiguration and other services that provide customer support.

Please see Exhibit A and HON Product tab for detailed manufacturer's specification/list price books along with Office Depot Service Programs at that tab

6) SERVICE LEVELS: Service levels for the Master Agreement must include at minimum the following:

A. Loading Dock:

Office Depot accepts this service-level requirement.

B. Inside Delivery: To designated area or room with in the Participating Public Agency, does not include uncrating or assembly.

Office Depot accepts this service-level requirement.

C. Standard Installation services shall be based on the following assumptions; additional charges may be incurred for services outside those stated below:

- 1) Performed during normal business hours 7:00 am to 5:00 pm, Monday through Friday, no holidays.
- 2) Non-Union Labor (but see Prevailing Wage and Bacon-Davis sections)
- 3) Free and clear access to the docks and elevators
- 4) Job site to be free and clear of other trades
- 5) Reasonable access to the space.

Office Depot accepts this service-level requirement.

D. Standard Installation services shall include the following:

- 1) Inside Delivery
- 2) Uncrating all products
- 3) Assembly if required
- 4) Installation if required
- 5) Removal of debris
- 6) Wipe down of surfaces
- 7) Completion of punch list
- 8) Dedicated project coordinator
- 9) Product orientation and new user training

Office Depot accepts this service-level requirement.

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E. Supplemental Services: Please detail the supplemental services the Supplier will provide through this contract to include but not limited to:

- (1) Project Management Services**
- (2) Design Service (basic design to be included in standard installation)**
- (3) Reconfiguration Services**
- (4) Strategic Planning Services**
- (5) Occupancy Planning Services**
- (6) Build out Project Management Services**

Please see Section 9 under this tab for pricing details.
Strategic Planning Services are available based on scope and available on a per project basis.

7) PRICING:

A. Provide pricing using a discount off identified manufacturer’s price list for each category of products.

In addition to HON full line of furniture Office Depot is providing pricing HON’s Project OnDemand Quick-Ship Program to meet fast-track and end-of-year customer requirements. This program includes, a broad collection of office furniture, including systems, and is available in number of standard matching finish options. Please see the HON Product tab.

List price discounts will only be available on a “special order basis”. Discounts will not apply to stocked, virtual, wholesaler provided items, and/or any item available online from Office Depot websites. Additionally, these prices are for DuPage County, the greater metropolitan area of Chicago and within 50 miles of any metro area for the following states: AZ, CA, CO, NV, NM, WA, OR, UT, FL, GA, LA, NC, SC, VA, TX, OK, KS, MO, MI, OH, IL, IA, IN, MN, WI, PA, MD, MA, NJ, NY and CT. Installation costs for project outside of these states will be quoted on an order-by-order basis.

B. Provide the reference to the standard index or other objective criteria used to determine pricing of each product category and how this is the most advantageous to County of DuPage and Participating Public Agencies nationwide

To simplify pricing for Participating Public Agencies accessing our pricing, we have provided a single-discount for each product by pricing tier and service requirement. Resources required to perform services for a specific project type, such as a dock delivery versus a delivered & installed projects are determined by Job-costing and discounted based on each position involved in the specification and order management service. This methodology provides for a more accurate pricing for the scope of service. Costs, by position, are calculated as a percentage of list order value.

Order Administration:	1.5%	All order types
Account Management:	1.5%	All order types
In-field Sales	2.0%	Field verification and customer consult
Project Coordination	1.5%	In-side delivery & installed projects
Specification Audit	1.0%	All order types
Design	1.5%	Primarily Delivered & Installed Projects

C. Propose a plan to adjust pricing as market conditions change.

Please see our Exceptions Letter under County of DuPage Response Tab and the paragraph for Section 4.K Subsection (4), Pricing – Office Depot requests that the word “annually” be deleted from the 2nd sentence. Office Depot agrees that pricing will be discounted off of manufacturer’s identified list price. In the event the manufacturer’s list price changes, Office Depot may submit a new price list to the County for approval. Unless Office Depot receives written objection to any price adjustment within thirty (30) days of County’s receipt of the proposed price adjustments, such price adjustments shall be implemented at the end of the thirty (30) day period.

D. Detail any additional pricing incentives such as for large orders.

Office Depot will provide Project Management Services at no charge on single orders over \$250,000.00 list to Participating Public Agencies under the National IPA offer.

E. Complete the Furniture Pricing Workbook Exhibit J which includes the following:

1. **Product Categories**
2. **Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed**
3. **Provide installation schedule by region, or other categorization. Indicate a maximum percent of total as a cap on installation costs.**
4. **Provide any additional charges that may be applicable, to include but not limited to union or prevailing wage installation, special restriction, deliveries outside of an identified radius of a servicing dealer.**

We have provided all of the above requested information in Section 9 of this response with the pricing information. Please also see our Exceptions Letter under Section 4 for additional details.

8) WARRANTIES: All products must have a minimum of one (1) year warranty period from date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.

Office Depot understands and accepts this requirement.

9) DELIVERIES: Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued. The supplier(s) will authorize immediate replacement of any product that has been damaged in transit. Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.

Office Depot understands and accepts this requirement as accepted in your Addendum 2 modifications “Deliveries and installation services are conducted during normal business hours of 8:00 am – 5:00 pm”.

10) SUBMISSION REQUIREMENTS:

- A. **One ORIGINAL, one (1) hardcopy in a 3-ring binder) and three (3) electronic (CD) copies.**
- B. **The RFP forms must be completed legibly and in their entirety; and all required supplemental forms including National IPA Exhibits A-D. Response must be signed.**
- C. **Information must be furnished and presented in an organized, comprehensive and easy to follow manner. Suppliers are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process.**

- D. It is the Supplier's responsibility to clearly identify and to describe the products and/or services being offered.**
- E. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired.**



SECTION 6 - SPECIFICATIONS AND SCOPE OF WORK

INTRODUCTION: The County of DuPage, as the Principal Procurement Agency, as defined in RFP #P10-004 Attachment 9 (Exhibits A-E), has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. RFP #P10-004 Attachment 9 (Exhibits A-E) contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, as defined in RFP #P10-004 Attachment 9 (Exhibits A-E), National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents RFP #P10-004 Attachment 9 (Exhibits A-E). County of DuPage, reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The County of DuPage anticipates spending approximately \$500,000 over the full potential Master Agreement term for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services purchased under the Master Agreement through National IPA is approximately \$100 million. This projection is based on the current annual volumes among the County of DuPage, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

- 1) **OBJECTIVES:** This RFP is has the intent of achieving the following objectives:
 - A. Provide a comprehensive solicited and awarded Master Agreement offering terms for the sale and delivery of products and services nationally to Participating Public Agencies ;
 - B. Establish a channel partnership to offer this Master Agreement as the supplier(s) primary offer to Participating Public Agencies nationally;
 - C. Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process.
 - D. Aggregate volume of Public Agencies nationally to achieve best value and increase market share for awarded supplier(s).

- 2) **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:
 - Have a strong national presence in industry.
 - Have a distribution model capable of delivering products and services nationwide.
 - Have a demonstrated sales presence.

- Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - Be able to provide a full range of products, supplies and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.
- 3) **TERM OF CONTRACT:** The awarded contract will be for the three (3) year period beginning April 1, 2011 through March 31, 2014, with two (2) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed five (5) years.**
- 4) **AWARD BASIS:** The resulting award made by Principal Procurement Agency will be the basis of an award on a national level through National IPA. If multiple Supplier(s) are awarded by Principal Procurement Agency under the Master Agreement, those same supplier(s) will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.
- 5) **GENERAL DEFINITION /OF PRODUCTS:**
- A. **Systems Furniture** - The complete catalog of all systems furniture, and accessories available;
 - B. **Freestanding Furniture** -The complete catalog of all case goods, furniture and accessories available;
 - C. **Seating** - The complete catalog of chairs and other seating available;
 - D. **Filing Systems and Equipment** - The complete catalog of filing systems, freestanding file cabinets and equipment and accessories;
 - E. **Related Products and Support Services**- Related office interior products, including signage and design, installation, modular furniture reconfiguration and other services that provide customer support.
- 6) **SERVICE LEVELS:** Service levels for the Master Agreement must include at minimum the following:
- A. Loading Dock:
 - B. Inside Delivery: To designated area or room with in the Participating Public Agency, does not include uncrating or assembly.
 - C. Standard Installation services shall be based on the following assumptions; additional charges may be incurred for services outside those stated below:
 - (1) Performed during normal business hours 7:00 am to 5:00 pm, Monday through Friday, no holidays.
 - (2) Non-Union Labor (but see Prevailing Wage and Bacon-Davis sections)
 - (3) Free and clear access to the docks and elevators
 - (4) Job site to be free and clear of other trades
 - (5) Reasonable access to the space.
 - D. Standard Installation services shall include the following:
 - (1) Inside Delivery
 - (2) Uncrating all products
 - (3) Assembly if required
 - (4) Installation if required
 - (5) Removal of debris

- (6) Wipe down of surfaces
 - (7) Completion of punch list
 - (8) Dedicated project coordinator
 - (9) Product orientation and new user training
- E. Supplemental Services: Please detail the supplemental services the Supplier will provide through this contract to include but not limited to:
- (1) Project Management Services
 - (2) Design Service (basic design to be included in standard installation)
 - (3) Reconfiguration Services
 - (4) Strategic Planning Services
 - (5) Occupancy Planning Services
 - (6) Build out Project Management Services
- 7) **PRICING:**
- A. Provide pricing using a discount off identified manufacturer's price list for each category of products.
 - B. Provide the reference to the standard index or other objective criteria used to determine pricing of each product category and how this is the most advantageous to County of DuPage and Participating Public Agencies nationwide
 - C. Propose a plan to adjust pricing as market conditions change.
 - D. Detail any additional pricing incentives such as for large orders.
 - E. Complete the Furniture Pricing Workbook Exhibit J which includes the following:
 - (1) Product Categories
 - (2) Discounts in provided tier structure, by order size and service levels; loading dock, inside delivery, and installed
 - (3) Provide installation schedule by region, or other categorization. Indicate a maximum percent of total as a cap on installation costs.
 - (4) Provide any additional charges that may be applicable, to include but not limited to union or prevailing wage installation, special restriction, deliveries outside of an identified radius of a servicing dealer.
- 8) **WARRANTIES:** All products must have a minimum of one (1) year warranty period from date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.
- 9) **DELIVERIES:** Deliveries will be made to DuPage County typically between the hours of 8:30 am and 4:00 pm on regular business days unless other arrangements are made, other Participating Public Agencies may have different hours but will be in the range of 7:00 am to 5:00 pm, Monday through Friday. Delivery locations will be stated on each purchase order issued.
- The supplier(s) will authorize immediate replacement of any product that has been damaged in transit.
- Supplier(s) understand that they are required to adhere to the delivery time they indicate for products.
- 10) **SUBMISSION REQUIREMENTS:**
- A. One ORIGINAL, one (1) hardcopy in a 3-ring binder) and three (3) electronic (CD) copies.
 - B. The RFP forms must be completed legibly and in their entirety; and all required supplemental forms including National IPA Exhibits A-D. Response must be signed.
 - C. Information must be furnished and presented in an organized, comprehensive and easy to follow manner. Suppliers are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process.

- D. It is the Supplier's responsibility to clearly identify and to describe the products and/or services being offered.
- E. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired.

Office DEPOT.



Section 7: Evaluation Criteria

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA



SECTION 7 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives and National IPA representatives in a consultant only role. The following factors, listed in relative order of importance, will be considered in making the selection:
 - A. Method of Approach
 - (1) County of DuPage Program Response
 - (2) National IPA Response (Exhibits A-E)
 - B. Price Proposal
 - C. Qualifications & Experience
- 2) **SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.
- 3) **INTERVIEWS/DEMONSTRATIONS:** The County reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.
- 4) **ADDITIONAL INVESTIGATIONS:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal.
- 5) **PRIOR EXPERIENCE:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.
- 6) **EVALUATION OF PROPOSALS:** Please be aware that your company's responses to this solicitation will be evaluated at the sole discretion of County of DuPage; in consultation with National IPA representatives and that no express or implied guarantee is made that your company will be asked to participate beyond this solicitation. Responses will be analyzed as quickly as possible. The County of DuPage reserves the right to refuse any and all responses.

To ensure equal treatment of all participating vendors, Joan M. Morange, CPPB, Procurement Services Supervisor, shall be sole designated representative for this solicitation. Proposers are expected to utilize this representative for ALL information regarding this solicitation. Proposers who contact any other team member regarding the subject of this solicitation are subject to disqualification from participation.

Office DEPOT.



Section 8: Required Forms

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA



SECTION 8 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- 1) **Background Investigation (for work performed in secure areas at the County of DuPage)**
- 2) **Vendor Ethics Disclosure Form**
- 3) **References**
- 4) **Proposal Form**
- 5) **Price Workbook**
- 6) **National IPA Attachments**

County of DuPage, Illinois

JOHN E. ZARUBA
SHERIFF

501 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-2000
FAX (630) 407-2013
www.co.dupage.il.us/sheriff



Civil Division (630) 407-2060
Corrections (630) 407-2255
Crime Laboratory (630) 407-2100
Detective Division (630) 407-2323
Radio Room (630) 407-2400
Records Division (630) 407-2270
Warrants Division (630) 407-2290

OFFICE OF THE SHERIFF
COUNTY OF DUPAGE

APPROVAL FOR BACKGROUND INVESTIGATION,
CRIMINAL HISTORY AND DRIVERS LICENSE CHECK

As an employee for a company under contract with DuPage County, I realize that a background investigation, criminal history, and driver's license check will be done before I can work in the DuPage County Jail. I hereby authorize the DuPage County Sheriff's Office to search any law enforcement database to conduct it.

List ALL names you have ever used:

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Name: _____
(PRINT) LAST, FIRST MIDDLE

Address: _____ Apt.: _____

City: _____ State: _____ Zip: _____

Date of Birth: ____/____/____ Soc. Sec. # ____-____-____

Drivers License Number: _____

Sex: _____ Race: _____

Vendor: _____

Signature: _____

Date: _____

Witness: _____

VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.



Required Vendor Ethics Disclosure Statement

Company Name:	Office Depot, Inc.		
Company Contact:	Chris Penny	Contact Phone:	(888) 438-8998 , x4411
Bid/Contract/ PO:	RFP #: P10-004		

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources).

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

B. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page __(#) of __ (total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to County action, whichever is sooner
 - 30 days prior to the optional renewal of any contract
 - Annual disclosure for multi-year contracts
 - With any request for change order except those issued by the County for administrative adjustments.

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.
 Authorized Signature

Printed Name David Trudnowski
 Title Vice President, Public Sector
 Date _____

County of DuPage, Illinois

REFERENCES

The proposer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required.

COMPANY NAME:	Solano Community College
ADDRESS:	Fairfield California
	Revenue: \$638,000.00, Reading and Writing Laboratory with learning carrels, casegoods, seating, classroom furniture, break, conference, and filing rooms.
CONTACT PERSON:	David Froehlich Ketcherside, Director of Purchasing,
TELEPHONE NUMBER:	(707)864-7000

COMPANY NAME:	City of Missouri City TX
ADDRESS:	Missouri City, Texas
	Administration Building Complex with workstations, private offices, seating, conference, and filing rooms. acted as space planner and our drawings were used for build out. Revenue: \$ 100,000.00 Third project in three years for this customer.
CONTACT PERSON:	Charles Oberrender, CPPB, Purchasing & Risk Manager
TELEPHONE NUMBER:	(281) 403-8626

COMPANY NAME:	Monterey Peninsula College
ADDRESS:	Monterey California
	Revenue: \$412,000.00, workstations, private offices, seating, classroom furniture, break, conference, and filing rooms. completed on time and under the projected budget
CONTACT PERSON:	Peter Buechel, Purchasing Agent,
TELEPHONE NUMBER:	(831)646-4048

COMPANY NAME:	Westwood Public Schools
ADDRESS:	Nahatan St. Westwood, MA 02090-2538
	669 pieces of ScholarCraft. Plus, 566 pieces due week between Christmas and New Year.
CONTACT PERSON:	Heath A. Petracca, Director of Business and Finance,
TELEPHONE NUMBER:	781-326-7500 Ext 1344220

STATE THE NUMBER OF YEARS IN BUSINESS:	24 Years
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	41,000 world wide

County of DuPage, Illinois

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements.

Further, the Offeror certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the agreement schedule.

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Office Depot, Inc.

Name: Chris Penny

Company Name

3366 E Willow

Title: National Director - Public Sector

Address

Signal Hill, CA 90755

Phone: (888) 438-8998 , x4411

City State Zip

Fax:

Signature of Person Authorized to Sign

David Trudnowski

Email: Chris.Penny@officedepot.com

Printed Name

Vice President, Public Sector

Title

59-2663954

Federal Tax ID

County of DuPage, Illinois

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

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

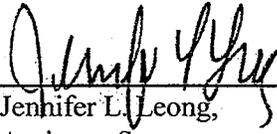
1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Dave Trudnowski serves as Vice President, Public Sector, as such he is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 16 day of November, 2010.

OFFICE DEPOT, INC.

By: _____


Jennifer L. Leong,
Assistant Secretary

Office DEPOT.



Section 9: Pricing

Proposal to provide Systems Furniture, Free-standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services, prepared for the County of DuPage & National IPA in response to RFP #P10-004

Presented to: County of DuPage and National IPA



SECTION 9 - PRICE LISTS

See Excel Workbook file – pricing should be returned in Excel and printed and inserted in this section.

Discount Structure Response

Office Depot Discounting for HON Products (Discount off List Price)

Product Category	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Seating	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Seating/Tables	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Desking	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Powered Tables	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Multi-Purpose Tables	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Folding Tables	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Filing/Storage	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Resident Hall Furniture	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Systems	55.3%	52%	48%	57%	53%	49%	56%	53%	50%	58.3%	54%	49%
Moveable Wall Systems	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Standard Services are Subject to the Following Conditions:
 Installation will be performed during normal business hours.
 All work shall be performed in accordance with the manufacturer's instructions.
 Service work shall not be limited to the installation of the product.
 The immediate area shall be cordoned off and protected including tarping/hoarding installation before delivery.
 Any work requiring a licensed electrician is the responsibility of the customer.

- A) These prices are for Dupage County, the greater metropolitan area of Chicago and within 50 miles of any major metro city, metro area for the following states: AZ, CA, CO, NV, NM, WA, OR, UT, FL, GA, LA, NC, SC, VA, TX, OK, KS, MO, MI, OH, IL, IA, IN, MN, WI, PA, MD, MA, NJ, NY and CT. CT Installation costs for projects outside of these states will be quoted on a per project basis.
- B) All orders shall be ship to one destination at one time.
- C) Maximum Installation & Delivery Service, based on "standard" service conditions as described above will not exceed 10% of an orders list value.
- D) Inside Delivery is based on Non-Prevailing/Non-Union wage, two men and a truck.
- E) Delivery prices are non-union and include two men and one truck to facilities with proper loading and unloading of product for a normal delivery. Product will remain in the carton.
- F) Facilities that do not have proper loading docks, elevators and other such requirements for a normal delivery may be charged 125% of the quoted labor rate.
- G) Reconfiguration services will be billed at \$65.00 per man hour unless union rates apply, in which case, reconfiguration will be billed at a rate commensurate with those local union rates that apply to the local for the particular job.
- H) If overtime or after hours work is required, hourly rates shall be multiplied by 150% of the rates quoted above. Weekend and holiday work required shall be billed at a rate of 200% of the rates quoted above.
- I) Project Management Service are provided at no-charge for Delivered & Installed Projects over \$250,000.00 List
- J) Office Depot will extend will extend manufacturer's published adjusted lower list prices as of the effective date of the price adjustment.
- K) List price discounts will only be available on a "special order basis". Discounts will not apply to stocked, virtual, wholesaler provided items, and/or any item Resources required to perform services for a specific project type, such as a dock delivery versus a delivered & installed projects are estimated based on a job-costing methodology—accounting for costs by position to provide specification and order management related services. This methodology provides for a more accurate pricing for the scope of service. Costs, by position, are calculated as a percentage of list order value.
- Order Administration: 1.5% All order types
- Account Management: 1.5% All order types
- In-field Sales: 2.0% Field verification and customer consult
- Project Coordination: 1.5% In-side delivery & installed projects
- Specification Audit: 1.0% All order types
- Design: 1.5% Primarily Delivered & Installed Projects
- Costs are above net order profit and do not include receiving, delivery & installation costs.
- M) HON Project on Demand is a collection of quick-ship products, available to ship in 10 days after ordering to meet customers fast-track project requirements.

Additional Charges

Additional Charges May Apply for	
Installation of units that require additional labor to be installed as well as units that require special access to the installation site.	
Service	Percent or Per Labor Hour Additional Charge
Inside Delivery-Upper Levels Non-Seating	8% of list price for non-union labor (loading dock and elevator access)
Inside Delivery-Upper Levels Seating	6% of list price for non-union labor (loading dock and elevator access)
Union & Prevailing Wage Non Seating	12% of list price for Union & Prevailing Wage (loading dock and elevator access)
Union & Prevailing Wage Seating	10% of list price for Union & Prevailing Wage (loading dock and elevator access)
Major Metro Market and Upper Floor Installation	6% of list price for non-union labor (loading dock and elevator access)
Installation outside of a 50 mile range of a the servicing dealer	8% of list price for non-union labor (loading dock and elevator access)

Supplemental Services

Supplemental Services	
If there are other Supplemental Services that the customer may want to add, please state the details of the charge per hour for the service.	
Service	Per Hour/ Hour Charge
Project Management Services	
Furniture Project Management	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Furniture Project Coordination	No Charge
Reconfiguration Services	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Design (outside of standard services)	\$65.00 per man hour for Non-Union
Strategic Planning Services	Priced Per Project
Occupancy Planning Services	
Occupancy Planner	Priced Per Project
CAD Drafter	NA
Build Out Project Management Services	NA
Fixtures, Furniture and Equipment Management Services	NA
Move Services	Priced Per Project
A) Scope of our Strategic Planning Service are intended to provide assistance in space-use analysis, including: Space Optimization (restacking plan), consolidation study and Furniture Standards.	

SECTION 10 – NATIONAL IPA ATTACHMENTS



Requirements for National Cooperative Contract

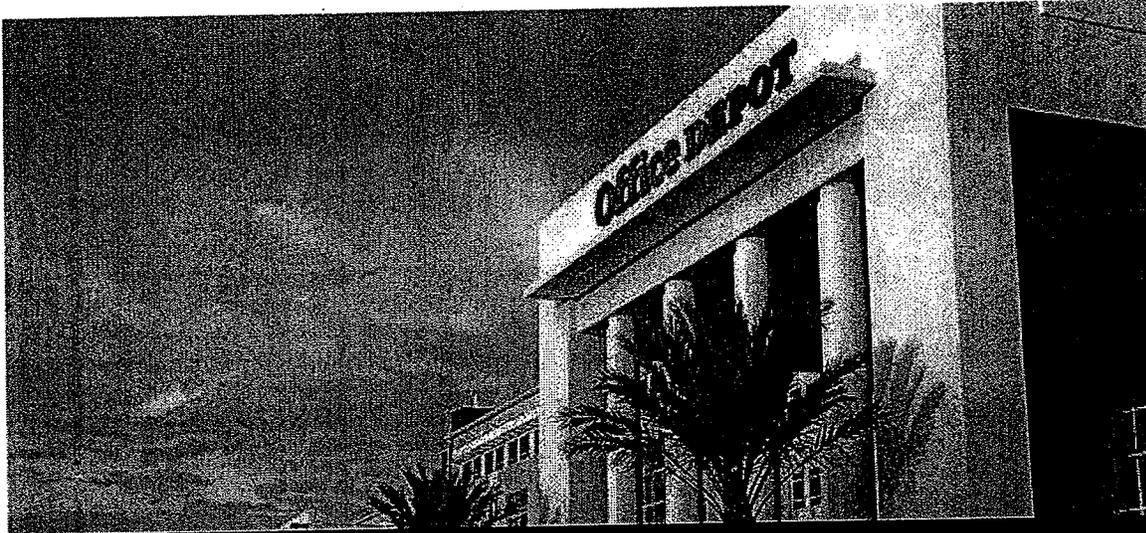
To be Administered by

National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE
- National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- National IPA Exhibit D – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
- National IPA Exhibit E – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Office DEPOT.



A Dedicated Sales Force, Nationwide
Distribution Outlets, and Local Support
Centers Make Office Depot the Number
One Supplier for County of DuPage and
National IPA

Exhibit A – National IPA

Proposal to provide Systems Furniture, Free-standing Furniture,
Seating, Filing Systems/Equipment and Related Products and Support
Services, prepared for the County of DuPage & National IPA in
response to RFP #P10-004

Presented to: County of DuPage and National IPA



Office DEPOT.

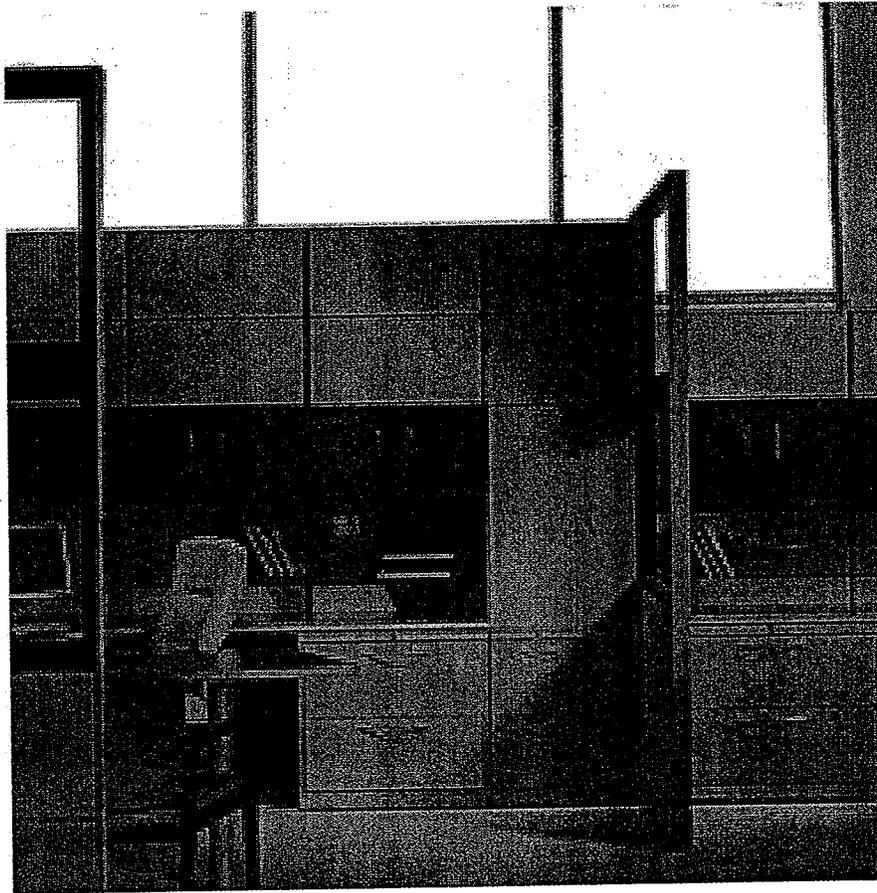


Exhibit A - NATIONAL IPA REQUEST FOR PROPOSAL

1.0 *Scope of National Cooperative Contract*

1.1 Requirement

The COUNTY OF DuPage (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Product and Support Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit C) and as a result is acting

Office DEPOT.

as the contracting agency for any other public agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any public agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by public agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc, will occur directly between the Supplier and each public agency (Principal Procurement Agency and Participating Public Agencies) individually, and none of National IPA, Principal Procurement Agency nor any Participating Public Agency nor their respective agents, directors, employees or representatives shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying companies based on National IPA's requirements to market the resulting Master Agreement nationally to Participating Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. Responses to this RFP that do not adequately address the requirements and qualifications of the cooperative program through National IPA will be considered non-responsive and as such shall be disqualified from further evaluation by the Principal Procurement Agency. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

Office Depot understands and agrees.

Office DEPOT.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis.

The National IPA marketing teams will work in conjunction with the successfully awarded Supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Participating Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies perspective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Participating Public Agency teams
- C. Training sessions for Supplier teams
- D. Quarterly business reviews to monitor program success
- E. General contract administration

Office Depot understands and agrees.

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

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Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement").

Office Depot agrees to pay an administrative fee of 2.0% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Administrative fees will be calculated on paid-for purchases, net of returns, discounts and credits. Office Depot will execute the mutually agreed upon National IPA Administration Agreement (refer to Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other public agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other public agencies through a coordinated marketing approach between Supplier and National IPA.

Office Depot understands and agrees.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency, it being understood that certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

Office Depot understands and agrees.

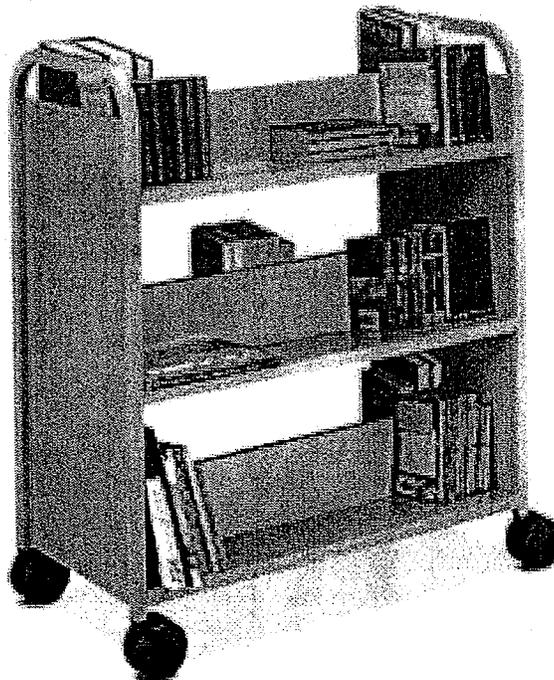
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1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program;

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to public agencies nationwide;
- C. Achieve cost savings for Suppliers and public agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of public agencies to achieve cost effective pricing.

Office Depot understands and agrees.



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2.0 *Representations and Covenants*

As a condition to Supplier entering into the Master Agreement which would be available to all public agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for public agencies, (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Office Depot understands and agrees.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Office Depot proposes to delete the Pricing Commitment as set forth in Section 2.2 of Exhibit A. In lieu of such Pricing Commitment, Office Depot commits as follows:

Office Depot agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public agency that enters into a separate written agreement with Office Depot ("Comparable Contract"), as further provided herein. A Comparable Contract is a written agreement between Office Depot and another public agency entered into after the Effective Date of the Master Agreement that contains similar terms and conditions, concerns a public agency customer with the same approximate spending pattern and product mix, and provides for similar delivery conditions.

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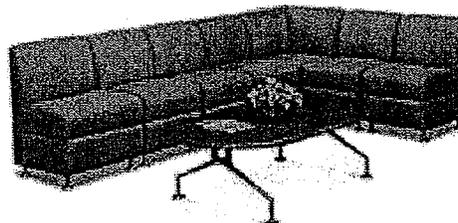
“Representative Total Usage” shall mean the total purchases for a consecutive six (6)-month period (inclusive of any fees, rebates, or other charges or discounts and exclusive of any restricted items) of the top ten (10) National IPA customers utilizing Office Depot as their primary vendor for Furniture as defined in the Master Agreement, as determined by Office Depot.

If, during the term of this Master Agreement, National IPA becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, National IPA may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of National IPA, Office Depot will agree to renegotiate in good faith the pricing terms of this Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to public agencies under the Master Agreement in a consistent or better manner compared to sales to public agencies if the Supplier were not awarded the Master Agreement.

Office Depot understands and agrees.



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3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA. Companies will not be eligible to be awarded a Master Agreement if these qualifications are not met to the satisfaction of the Principal Procurement Agency.

3.1 Company

A: Brief history and description of your company.

Office Depot Today

Every day, Office Depot Inc. ("Office Depot" or the "Company") is Taking Care of Business for millions of customers around the globe. For the local corner store as well as Fortune 500 companies, Office Depot provides products and services to its customers through 1,598 worldwide retail stores, a dedicated sales force, top-rated catalogs and a \$4.2 billion E-commerce operation. Office Depot has annual sales of approximately \$12.1 billion, and employs about 41,000 associates around the world. The Company provides more office products and services to more customers in more countries than any other office supply company, and currently sells to customers directly or through affiliates in 53 countries.

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

Dramatic Growth Over 24 years

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

Domestic growth, however, was only one aspect of Office Depot's expansion in the Company's early years; the management team had its sights set on penetrating international markets as well. Early 1992 marked the Company's acquisition of H.Q. Office International, Inc., which included the Great Canadian Office Supplies Warehouse chain in western Canada. Growing steadily, the Company also subsequently opened new retail stores in Israel and Colombia under international licensing agreements.

As Office Depot expanded geographically, the Company also began to extend beyond its traditional markets. In 1993, Office Depot entered the rapidly consolidating contract stationer business by acquiring two market leaders: Wilson Stationary & Printing Company and Eastman Office Products Corporation - a furniture industry leader throughout Western US. The merger of six additional contract stationers followed these purchases during 1994. These moves

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positioned Office Depot to take advantage of industry trends that would come to play a central role in the Company's success.

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

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

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

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

Office Depot has been successful in the contract stationers business for more than fifteen years, but our experience goes well beyond that. Through the individual contract stationers that Office Depot has acquired during the past thirteen years, we can boast more than 125 years of experience.

Office Depot was the first retailer to enter the contract market, meeting the office product and service needs for businesses of all sizes. In 1993 we began the acquisitions of eight premier contract stationers across the nation. These included Wilson, Eastman, Yorkship, LE Muran, JA Kindel, Allstate, Midwest and Silver's.

In addition, we began to open contract facilities for sales and services in new markets. This produced a dynamic and innovative office products company operating in both the corporate and retail segments of the office products industry.

In 1995, Office Depot combined the existing telemarketing and delivery business with that of the eight acquired companies to launch what is now Office Depot's Business Solutions Division - a national business-to-business delivery network supplying office products to corporate America.

In 1998, the Company divided its Business Solutions Division into business units serving two distinct customer channels:

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- The Commercial Sales Division, which includes all telemarketing sales as well as the Company's public Website at www.officedepot.com
- The Contract Sales/Business Solutions Division, which includes the national sales team serving large corporate customers, as well as the Company's business-to-business E-commerce operations including our Business Solutions Division website at <http://business.officedepot.com>

B: Total number and location of sales persons employed by your company.

There are approximately 1,400 associates on our Office Depot Business Solutions Division Sales Team, including Account Managers, many of whom specialize in public sector sales and furniture. Our Sales Organization is supported by a Full Service Contract Furniture Group throughout the US, providing our customers' with planning and design services, and support furniture projects from initial set-up of your office to design and installation of remodeling and relocation projects.

This experienced and responsive team will provide cost effective furniture and facility solutions for public sector organizations. It is through our day-to-day understanding of our customers' unique needs that we can provide skilled planning and design services to maximize their furniture investments. Office Depot is your business partner, from initial setup of your office to design and installation of remodeling and relocations projects.

They are geographically located as set forth in the table below. However, they are responsible for the sales throughout the U.S.

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Office Depot Account Management by State

State	Total	State	Total
AL	14	NC	44
AZ	29	NE	16
CA	300	NJ	30
CO	22	NM	11
CT	64	NV	16
FL	138	NY	57
GA	56	OH	49
IA	7	OK	4
IL	50	OR	16
IN	9	PA	64
KS	17	TN	12
KY	11	TX	154
LA	28	UT	15
MA	23	VA	13
MD	45	WA	38
MI	41	WI	7
MN	20		

Additionally these 1,400 plus sales team members are based in 74 locations across the United States as detailed in the following table. All are available to support the County and participating agencies as needed and are further backed and supported by our National IPA sales group that includes a National Program Director; four (4) National Program Managers assigned regionally, a Contract Administrator and a Sales Lead Administrator, and a Furniture Manager, and Furniture Support Team. Office Depot is committed to providing a dedicated National Furniture Sales and Furniture Sales Support team to National IPA.

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Office Depot Sales Office and Team Members/Office

Location #	City	State	Total	Location #	City	State	Total
001078	Kent	WA	38	001279	Albuquerque	NM	1
001079	Grand Prairie	TX	11	001280	Omaha	NE	16
001090	Plymouth	MN	20	001281	El Paso	TX	3
001091	Plymouth	MI	1	001282	Overland Park	KS	17
001094	Billerica	MA	1	001283	Brookfield	WI	7
001105	Carol Stream	IL	50	001284	Reno	NV	3
001108	Tampa	FL	30	001285	Santa Rosa	CA	7
001122	Charlotte	NC	3	001286	Bakersfield	CA	3
001127	Houston	TX	51	001294	Trevoze	PA	1
001135	Fremont	CA	40	001304	Springfield	VA	13
001139	Sacramento	CA	24	001312	Las Vegas	NV	13
001151	Tulsa	OK	2	001313	Windsor	CT	4
001161	Stockton	CA	1	001350	Salt Lake City	UT	15
001165	Weston	FL	44	001351	Metairie	LA	28
001170	Hamilton	OH	36	001352	Northville	MI	36
001177	Fort Worth	TX	71	001353	Charlotte	NC	41
001186	W. Des Moines	IA	1	001354	Modesto	CA	4
001194	Atascadero	CA	1	001355	San Antonio	TX	11
001202	Valley View	OH	5	001991	Trumbull	CT	59
001210	San Bernardino	CA	21	005003	Austin	TX	14
001216	Oklahoma City	OK	2	005101	Phoenix	AZ	29
001218	Orlando	FL	27	005107	Fresno	CA	16
001231	Columbus	OH	8	005111	San Diego	CA	2
001232	Norcross	GA	40	005113	San Francisco	CA	19
001234	Columbia	MD	45	005119	Denver	CO	22
001243	Grand Rapids	MI	4	005125	Signal Hill	CA	75
001244	Marlborough	MA	22	005134	San Diego	CA	22
001245	Trevoze	PA	46	005135	Portland	OR	16
001246	New York	NY	41	010000	Boca Raton	FL	24
001252	Burbank	CA	44	010035	Atlanta	GA	16
001255	Clifton	NJ	30	010037	Grand Prairie	TX	3
001261	Hayward	CA	1	010038	Signal Hill	CA	12
001263	Farmingdale	NY	6	010043	Trumbull	CT	1
001264	New York	NY	1				
Grand Total Office Depot Sales Team: 1,404							

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C: Number and location of support centers (if applicable).

Office Depot has two (2) locations for Furniture Customer Service Support for participating and eligible agencies: Signal Hill, CA and Houston, TX. All furniture Customer Service is managed from the Signal Hill, CA location. Additionally, our 1-800 Furniture Help line will connect our public sector customer directly to a Furniture expert.

D: Annual sales for the three previous fiscal years.

Year	Annual Gross Revenue
2007	\$15,527,537,000
2008	\$14,495,644,000
2009	\$12,144,467,000

E: Submit your FEIN and Dun & Bradstreet report.

Office Depot's current D & B report is attached for your review in Attachment 1 at the end of Exhibit A. Office Depot's FEIN is 59-2663954 and our Duns # is 15-3531108.

3.2 Distribution, Logistics

A: Describe how your company proposes to distribute the products/service nationwide.

Office Depot currently has 13 strategically-located U.S. warehouses providing delivery to public agency and non-profit facilities. We are in the process of consolidating our warehouse operations and expect to reduce the number of warehouses while increasing the level of service we provide to our customers, including public agencies and non-profit customers. Furniture delivery under this proposal will be either shipped from one of our warehouses or directly from the manufacturer through the appropriate installer in the customer's area. We have 238 independent, qualified, and factory approved installers supporting this offering for furniture for the County of DuPage and the National IPA. The 238 installers provide coverage for the complete CONUS area and Hawaii. This provides National IPA full coverage of the public sector markets it is representing.

We have provided a list of the numbers of installers by State for your information (see paragraph 3.2.B). We fully expect to maintain this level of coverage during the entire term of any contract which we may be awarded under this proposal.

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Office Depot's 13 Distribution Centers (DCs)

Office	Address
Cincinnati DC #1170	4700 Mulhauser Road Hamilton, OH 45011
Signal Hill (Los Angeles) DC #5125	3366 East Willow Street Signal Hill, CA 90806
Dallas (Grand Prairie) DC #1079	2220 North Highway 360 Grand Prairie, TX 75050
Chicago (Carol Stream) DC #1105	515 Kehoe Boulevard Carol Stream, IL 60198
Newville PA DC #5910	950 Centerville Road Newville, PA 17241
Atlanta (Buford) DC #1214	2500 Mill Center Parkway Buford, GA 30518
Denver DC #1080	4600 Havana Street Denver, CO 80239
Houston DC #1127	6225 West by Northwest Boulevard Houston, TX 77040
Weston DC #1165	2925 W. Corporate Lakes Blvd. Weston, FL 33331
Fremont DC #1135	6700 Automall Parkway Fremont, CA 94538
Seattle (Kent) DC #1078	6805 South 217th Street Kent, WA 98032
Phoenix DC #5101	602 South 63rd Avenue Phoenix, AZ 85043
Minneapolis (Plymouth) DC #1090	1105 Xenium Lane #100 Plymouth MN 55441

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B: Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Office Depot has assembled a group of 238 independent HON qualified furniture installers to support the National IPA furniture program nationwide with complete, reliable, and qualified coverage for all participating agencies. This level of coverage means that the National IPA furniture program will be an attractive and fully supported offering enhancing the value of the program and enabling program growth. We will be pleased to provide a full listing of these installers under a confidentiality agreement. We consider them a valuable resource. We also have access to additional qualified installers in areas not listed when necessary.

Number of Office Depot 238 Installer Partners by State

State	Total	State	Total
AL	4	MO	4
AR	1	MS	2
AZ	8	NC	8
CA	33	NE	2
CO	4	NH	2
CT	2	NJ	12
DE	1	NM	1
FL	20	NY	7
HI	1	NV	4
GA	8	OH	8
IA	3	OK	2
ID	1	OR	3
IL	9	PA	8
IN	5	RI	1
KS	1	SC	1
KY	4	TN	6
LA	3	TX	21
MA	8	UT	2
ME	1	VA	9
MD	5	WA	3
MI	6	WI	2
MN	2		

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C: Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Office Depot Warehouses

Office	Address	# of Employees	# of SKU's	Total Inventory Value (\$)*	Total Square Footage
Cincinnati DC #1170	4700 Mulhauser Road Hamilton, OH 45011	350	17,000	\$12,689,000	250,000
Signal Hill (Los Angeles) DC #5125	3366 East Willow Street Signal Hill, CA 90806	790	15,500	\$27,564,000	377,740
Dallas (Grand Prairie) DC #1079	2220 North Highway 360 Grand Prairie, TX 75050	475	16,520	\$14,545,129	300,000
Chicago (Carol Stream) DC #1105	515 Kehoe Boulevard Carol Stream, IL 60188	343	11,000	\$11,607,000	151,200
Newville PA DC #5910	950 Centerville Road Newville, PA 17241	250	18,000	\$24,000,000	600,000
Atlanta (Buford) DC #1214	2500 Mill Center Parkway Buford, GA 30518	417	11,800	\$11,250,000	525,000
Denver DC #1080	4600 Havana Street Denver, CO 80239	143	10,000	\$8,824,000	149,986
Houston DC #1127	6225 West by Northwest Boulevard Houston, TX 77040	512	12,972	\$11,466,845	250,000
Weston DC #1165	2925 W. Corporate Lakes Blvd Weston, FL 33331	425	11,800	\$12,000,000	225,000
Fremont DC #1135	6700 Automall Parkway Fremont, CA 94538	700	19,000	\$24,392,000	475,000
Seattle (Kent) DC #1078	6805 South 217th Street Kent, WA 98032	273	14,000	\$10,001,528	225,862
Phoenix DC #5101	602 South 63rd Avenue Phoenix, AZ 85043	168	10,700	\$6,000,000	175,000
Minneapolis (Plymouth) DC #1090	1105 Xenium Lane #100 Plymouth MN 55441	216	13,200	\$7,925,086	153,500

*Please note that the inventory values list per warehouse are from 12/26/2009 (except for Newville, PA which is from 5/28/10) and vary daily, sometimes by significant amounts because of incoming and outgoing shipments and may not represent a specific value found in that warehouse on any other day.

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D: State any return and restocking policy, and any fees, if applicable, associated with returns.

All cancellations or changes to orders are subject to approval. Cancellations or changes on orders scheduled for current production are reviewed for possible acceptance. Cancellations or changes accepted may be subject to a processing fee of up to 45% of the net invoice order amount.

Upon approval, a cancellation number is issued to the customer.

Because of the nature of Customer Own Material (COM), special finishes and structural modifications, products ordered as specials can not be cancelled.

3.3 Marketing and Sales

A: Provide a detailed ninety-day plan following the effective date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for public agencies to your teams nationwide, to include, but not limited to:

- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.**

Office Depot has included a comprehensive furniture contract implementation plan within this RFP response. Our annual public sector cooperative revenue has grown to be worth in excess of \$600M in 2009. Office Depot has established a loyal cooperative public agency base of over 13,500 public and non-profit agencies. The public sector and non-profit customer area historically has been one of Office Depot's best performing customer segments from an overall growth perspective. We expect to transition many of our existing public sector and non-profit customer base to the National IPA furniture program should we be awarded the contract. Since the National IPA furniture contract would be our lead offering under this contract we expect significant growth response in the near term and longer term timeframes.

a. Executive Leadership and Cross-Functional Alignment

The significant growth of Office Depot's cooperative platform is largely due to the commitment and professionalism of our Business Solutions Division Team and the support of Executive Leadership. Our senior executives will be committed to being personally involved in the growth and well being of the National IPA furniture program. This will be supported by their ongoing involvement in business reviews and the open lines of communication with the County of DuPage and National IPA senior management.

In addition, within the first 10 days of contract award, Office Depot's Executive Leadership will be involved in the following activities:

- Letters, e-mails, and press releases to Office Depot and National IPA current cooperative customers

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- Webinars to the Office Depot sales force highlighting the benefits of the National IPA furniture program as well as details regarding the launch and transition plan
- Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new furniture program

Office Depot also has hundreds of Vertical Market Sales Representatives who specialize in public sector accounts. These Vertical Market Sales Representatives will be fully trained in the pricing and positioning of the National IPA furniture program. Office Depot will have seven (7) full-time employees dedicated to the program. Our four (4) National Program Managers, the Director over the National IPA program, and the Furniture Director over the National IPA program will have the responsibility of ensuring that the furniture contract is our go-to market strategy for all public agencies and are responsible for training and positioning of the program. In addition, we have dedicated public sector marketing assets who will work with the County of DuPage and National IPA to ensure that Office Depot is communicating the furniture program's benefits. This includes communicating program enhancements, Office Depot's focus on the environment, and the benefits of the National IPA furniture program.

Office Depot realizes that it takes a full team to support and implement a contract of this size and significance. Various groups within the Office Depot organization will come together to ensure that we have stellar implementation and management of the County of DuPage / National IPA furniture contract. This orchestra of teams includes:

- Executive Leadership team that will fully support the County of DuPage/ National IPA furniture contract as being Office Depot's premier public sector furniture contract
- A Furniture Merchandising team that goes to market specifically with the needs of the public sector in mind
- A Furniture Design team to assist participating agencies in selecting the correct products for the use and space criteria of each particular application
- Pricing Group that ensures items are priced in accordance with the contract at all times
- Contract Compliance team to ensure that all bidding and pricing practices are in compliance and uphold the National IPA / Office Depot partnership agreement
- Legal team to provide guidance in contract execution and ongoing needs
- Furniture Marketing team dedicated to providing timely communication and sales tools that matter to our public sector customers
- Furniture Telephone Account Manager (FTAM) team provides quotation and design support, up to project management of delivery & installed projects
- Hedberg Software for consistency -- all pricing and project coordination are managed by Office Depot's highly trained and skilled furniture team utilizing the sophisticated Hedberg Software (for more detailed information on the Hedberg Software see Exhibit A Paragraph 3.3.K)
- Green staff that goes above and beyond to making sure that public agencies have the tools and knowledge to meet their green objectives
- Our E-commerce team continues to provide new and innovative solutions to meet the needs of the ever changing demands of today's procurement professionals

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- Training organization that provides both new hires and existing sales professionals with ongoing training solutions to meet the needs of the public agencies we serve
- Finance and Billing solutions to support and provide solutions in reporting and billing to meet the needs of the National IPA customer base
- A Customer Service organization that will understand the complete details of the National IPA furniture program, while working to ensure that customer experience is always #1
- A Delivery and Installation Network that provides top-notch delivery (and installation when specified) while providing industry leading order tracking solutions
- Project Management our network of 238 sub-contracted installation companies, provide nationwide Project Management
- A Sales Organization that is committed to delivering furniture solutions that are relevant and timely for participating agencies and treating them the way they would like to be treated, putting the customers' needs first

Office Depot will implement a high level comprehensive training plan that will be executed not only over the first 90 days of the program, but throughout the life of the furniture contract. It will involve Executive Leadership messaging and training for our entire sales force.

b. Training

Office Depot has outlined more specific training and implementation plans in Section I which follows. However, Office Depot will work closely with the National IPA team to build a comprehensive furniture business and marketing plan. The two-pronged plan will commence immediately upon award with a 90 day action plan to aggressively launch the furniture award and partnership and a strategic public relations campaign. This plan will include programs that promote all the products and services being offered under the furniture contract. Included in the plan is marketing directly to eligible agencies using all marketing vehicles available - our extensive sales organization, email, web, direct mail and catalog programs. During the 90 day launch activities, the marketing and sales team will formulate a 2011 comprehensive business and marketing plan with strategic goals and objectives.

B: Provide a detailed ninety-day plan following the award of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing customers of responding supplier, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:

a. Creation and distribution of a co-branded press release to trade publications within first 10 days

Office Depot's Public Relations Team will develop a publicity strategy to achieve optimal media coverage. This coverage will include:

- Placement in top public sector and industry publications
- Coverage via interviews, news conferences and engagement with key media contacts and editorial reporters

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b. Announcement, contract details and contact information published on the company website within first 30 days

Office Depot will upload the National IPA furniture contract information, regional contacts, press releases, and marketing materials within 1-2 weeks of the furniture contract execution and award.



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c. Design, publication and distribution of co-branded marketing materials within first 90 days

Below is a schedule of campaigns and marketing activities that include the development and distribution strategies of co-branded material:

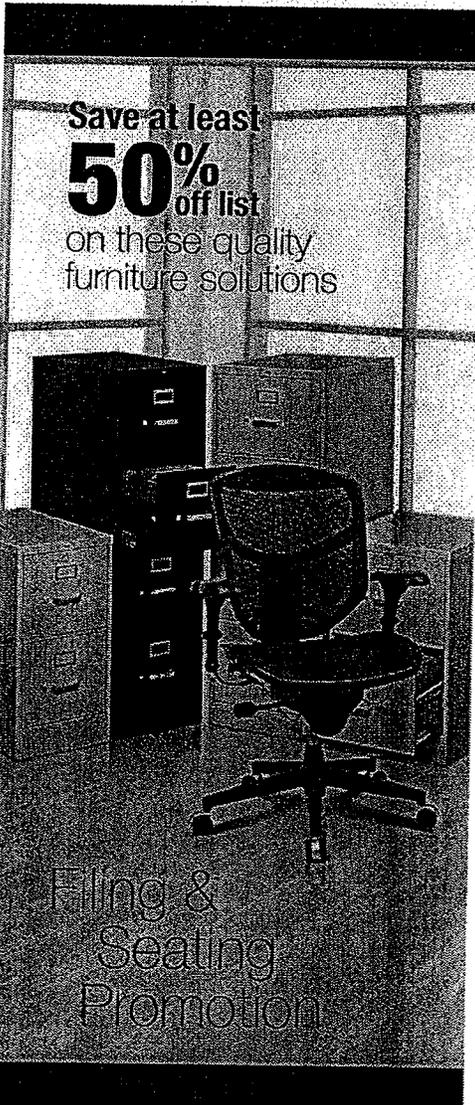
National IPA Furniture Marketing Launch Proposal	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12
Stage 1												
Create and distribute co-branded press releases to top one public affairs												
Develop high-impact sales presentation												
Office Depot will have to communicate the benefits of the new partnership and to highlight the various advantages should carry their contracts to the National IPA platform. Examples in-depth training sessions via web-ex conference for entire sales organization (sessions will include executive participation)												
Develop Office Depot and National IPA website that provides information and details of the 30-year Dupage National IPA Program												
Implement a face-to-face customer outreach program by all 700+ Office Depot associates who call on public sector customers												
Official announcement contract details and contact information will be published on Office Depot's public website www.officedepot.com												
Stage 2												
Invite National IPA staff to follow-up conference calls. Focus will be on key Regional Sales Directors, public sector markets												
Join Office Depot and National IPA staff in follow-up conference calls with focus on key Regional Sales Directors, public sector markets												
Work in conjunction with customer organizations members of the National IPA/Office Depot Partnership while the contract customers to join National IPA												
Continue customer outreach program to ensure customers understand the importance of moving their business to the new program												
Ensure that all the new contract customers of the IPA understand that												
Office Depot's Web Designers and IT Department will post the official announcement, contract details, and contact information will be published on a newly created page as part of Office Depot's public website: www.officedepot.com												
Press release regarding the new contract customers of the County of Dupage National IPA program												
Implement full email outreach program on all existing cooperative customers reinforcing program benefits												
Partner with National IPA staff to introduce Office Depot regional team to key existing National IPA customers												
Stage 3												
Establish email outreach program on all existing cooperative customers												
Message from Executive Board highlights the importance of the County of Dupage / National IPA partnership												
Implement full email outreach program on all existing cooperative customers reinforcing program benefits												
Partner with National IPA staff to introduce Office Depot regional team to key existing National IPA customers												
Distribute Webinars to further communicate value and program benefits												
Train and launch Office Depot Telephone Account Managers with aggressive nationwide call strategy designed to let the public sector agencies know the benefits of the National IPA program												
Develop space for co-branded materials (example publications include: GovPro, DRI, In-Car, Web letter, etc.) to be shared with National IPA/Office Depot Administrators and Regional Publications												
Capabilities Brochure and collateral distribution strategy												
Launch Marketing and Content												
Launch Green and Sustainability Solutions and Reporting Tool												
Stage 4												
Develop customer testimonials and case studies that highlight the strengths of the new partnership with National IPA and the County of Dupage												
Launch Stage 2 public relations campaign												
Develop vendor strategies, promotions and special offers												

Office Depot
County of DuPage RFP #P10-004
Exhibit A - National IPA Exhibits

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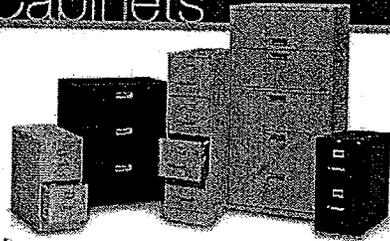
NATIONAL IPA



Save at least
50% off list
on these quality
furniture solutions

Filing &
Seating
Promotion

File Cabinets



PRO

Steel Verticals

- 26.5" Deep Letter Size
- Solid steel construction with durable baked-enameled finish
- 3-piece ball bearing suspension allows for maximum drawer extension
- Precision steel ball bearings provide smooth and quiet drawer performance

Item #	Color	Promo	List Price	YOUR PRICE
2-Drawer				
392-450-073	Black	54%	\$285.00	\$129.99
392-450-047	Light Gray	54%	\$285.00	\$129.99
392-449-903	Putty	54%	\$285.00	\$129.99
4-Drawer				
392-450-074	Black	56%	\$409.74	\$179.99
392-450-197	Light Gray	56%	\$409.74	\$179.99
392-450-092	Putty	56%	\$409.74	\$179.99

HON. 310 Series Verticals

- 26.5" Deep Letter Size
- High-side drawers eliminate the need for hangrails
- Hon "1-Key" interchangeable core removable pre-installed lock
- Full-suspension drawers with thumb latch and spring-loaded follower block
- SCS Indoor Advantage Gold Certified for healthier indoor air quality

Item #	Color	Promo	List Price	YOUR PRICE
2-Drawer				
392-903-526	Black	50%	\$327.00	\$163.50
392-989-426	Light Gray	50%	\$327.00	\$163.50
392-903-834	Putty	50%	\$327.00	\$163.50
4-Drawer				
392-903-567	Black	50%	\$446.00	\$223.00
392-989-342	Light Gray	50%	\$446.00	\$223.00
392-903-575	Putty	50%	\$446.00	\$223.00
6-Drawer				
392-989-467	Black	50%	\$656.00	\$328.00
392-989-483	Light Gray	50%	\$656.00	\$328.00
392-989-475	Putty	50%	\$656.00	\$328.00

HON. 600 Brigade™ Series Laterals

- 36" Wide Files
- Interlock ensures drawers open one at a time
- 4 Leveling glides and adjustable hangrails for side-to-side letter, legal or A4 filing
- The heavy-gauge construction and double-walked base of these lateral files keep them aligned for smooth operation
- SCS Indoor Advantage Gold Certified for healthier indoor air quality

Item #	Color	Promo	List Price	YOUR PRICE
2-Drawer				
392-249-516	Black	50%	\$638.00	\$319.00
392-249-508	Putty	50%	\$638.00	\$319.00
3-Drawer				
392-755-026	Black	50%	\$872.00	\$436.00
392-769-408	Light Gray	50%	\$872.00	\$436.00
392-755-035	Putty	50%	\$872.00	\$436.00
4-Drawer				
392-249-557	Black	50%	\$1,110.00	\$555.00
392-249-565	Light Gray	50%	\$1,110.00	\$555.00
392-249-540	Putty	50%	\$1,110.00	\$555.00
6-Drawer				
392-490-142	Black	50%	\$1,444.00	\$722.00
392-249-581	Light Gray	50%	\$1,444.00	\$722.00
392-249-573	Putty	50%	\$1,444.00	\$722.00

BUSINESS SOLUTIONS DIVISION



CLICK: business.officedepot.com
CALL: 888.2.OFFICE
COME BY: Visit a store near you!

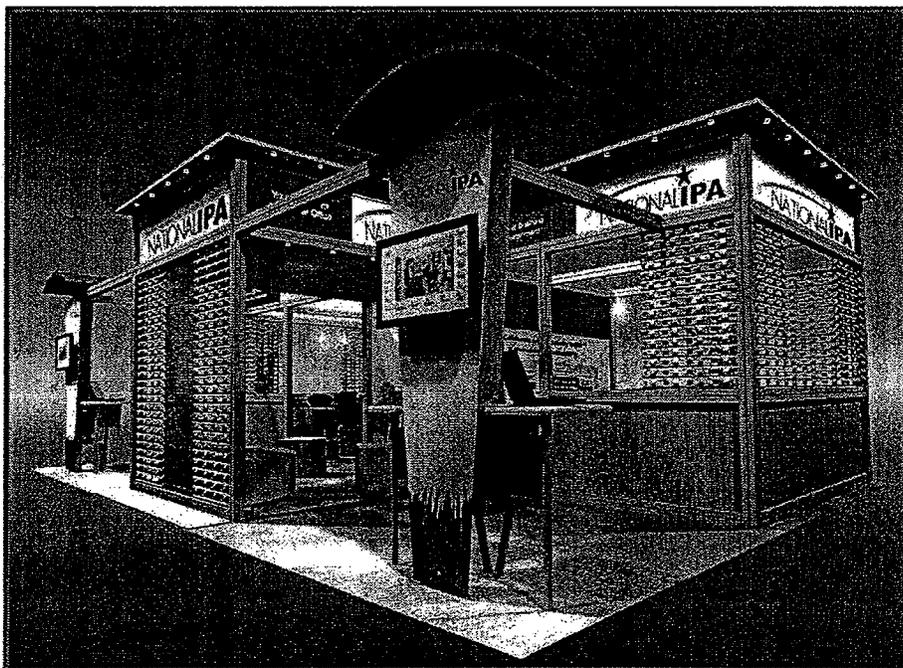
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- d. *Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Office Depot understands the value of partnering with such organizations as NIGP and NPI and has a long-standing relationship with both organizations as well as others such as the Association of School Business Officials, National Alliance of Public Charter Schools, and the National Association of Counties. Additionally we maintain regional and state relationships with many of these organizations as well. As part of these relationships we attend the various trade shows, conferences and meetings. Our dedicated team of National Program Managers for National IPA attends the national shows and conferences and partners with the local offices to participate in the local and regional events.

Having a dedicated team committed to National IPA ensures that we are able to effectively maintain these relationships as well as attend the required and optional events. The dedicated team includes a National Program Director; four (4) National Program Managers assigned regionally, a Contract Administrator and a Sales Lead Administrator. Office Depot is committed to providing a dedicated National Sales and Sales Support team to facilitate the National IPA contract.

Office Depot uses its Catalogs, Internet sites, Table-Top Shows and Lunch-N-Learn Seminars to market and introduce products directly to both existing and prospective public sector agencies at these expos.



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- e. ***Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.***

Office Depot has partnered with NIGP for a number of years and not only attends the Annual Forum but has also been a top level sponsor for many years. Our National Director and National Program Managers for National IPA will attend the show and participate in the various meetings and functions during the show. Office Depot has already registered for the 2011 show and would be honored to exhibit within the National IPA designated area.

- f. ***Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.***

Office Depot will develop a quarterly advertising plan focused on the National IPA and Office Depot furniture program, which will provide value to the Public Sector.

Advertising Objectives:

- Build Awareness of value and benefits of Office Depot and National IPA partnership
- Build unique message and plan for public sector sub-segments (K-12, Local Government, Higher Education)
- Communicate competitive differentiators
- Office Depot will work closely with National IPA for a furniture co-branded strategy, creative and tone that is consistent with advertising and branding guidelines of both organizations. Advertising will include positioning campaigns as well as furniture solution advertising campaigns. Publications for advertising consideration include: GovPro, OPI, NIGP Newsletter, University Business Daily, School Business Affairs, District Administrator and regional publications

- g. ***Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)***

Office Depot will create co-branded furniture collateral pieces, catalogs and other marketing materials to support product and solution campaigns throughout the year. Office Depot will also leverage its marketing calendar to implement National IPA versioned campaigns to targeted customers. Below is a tentative 2011 calendar of marketing activities.

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National IPA Office Depot 2011 Marketing Calendar of Activities

	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Catalogs	National IPA Furniture Book											
Monthly Targeted Email												
Green Seminars				TBD		TBD		TBD				
Regional Campaigns	MD, VA, DC, PA			Central/Texas			California					
Webinars												
Package Inserts												
New Member Welcome Kit												
Customer Pilot Program												
Joint Case Study (HON)												
Collateral												
National IPA Value Updates												
Green/LEED Brochure												
Capabilities Brochure												
HON Quick Ship Guide PIP												
National IPA Versioned Collateral												
Regional Trade Shows												
National Trade Shows			NAAPP			ENGP		ASBO	NDP	Gm/Bid		
Campaigns												
Storage and Filing												
Back to School												
Furniture												

Dedicated National IPA internet web-based homepage with:

- National IPA standard logo
- RFP Information
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and supplier;
- Regional contacts
- Summary of products and pricing;
- Marketing Materials and Video
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

Office Depot's Web Designers and IT Department will post the official announcement, contract details, and contact information will be published on a newly created page as part of Office Depot's public website, www.officedepot.com. This National IPA specific landing page will include all of the requirements outlined above.

This site will also link to the National IPA registration site. Site traffic will be driven by web links, collateral, email, presentations and other marketing vehicles.

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It should be understood that the furniture offering will not be orderable on-line because of its nature.

C: Describe how the Master Agreement will be marketed to your existing public agency customers and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.

If Office Depot is awarded the furniture contract, the County of DuPage / National IPA program will be one of Office Depot's largest and most visible public sector furniture contracts. This program will become our primary furniture offering to counties, cities, states, K-12, non-profits, higher education institutions and special districts. Our national sales force will actively market the Master Agreement to eligible public agencies. We will embrace the competitive advantage and cost savings gained by using National IPA as our primary offering. Office Depot will commit that National IPA will be our primary offering to eligible public agencies. We will communicate the Master Agreement through marketing brochures, press releases, personal letters from our Vice President of Public Sector Sales, package inserts, e-mails and direct mail. For a complete and comprehensive view of our marketing plans, please refer to Sections 3.3A and B.

D: Please acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Office Depot will provide our corporate logos to National IPA and provide permission for reproduction of those logos in furniture marketing communications and furniture promotions subject to our review.

E: Supplier is responsible for proactive direct sales of Supplier's goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- a. **Contract was competitively solicited by a Principal Procurement Agency**
- b. **Best government pricing**
- c. **No cost to participate**
- d. **Non-exclusive contracts**

Office Depot has a dedicated team of Cooperative Purchasing Program Managers that are responsible for the implementation and training of the National IPA Furniture Contract. This dedicated team of seven (7) people working closely with local sales representatives and our furniture account managers to ensure they are trained properly to service customers participating in the National IPA furniture contract. Training will include how to position the National IPA furniture offering as our primary "go to market" furniture strategy for public agencies while being able to communicate the core benefits of the furniture program. Our sales initiatives will communicate the fact that the furniture contract was competitively solicited by the County of DuPage, the furniture contract has competitive government pricing, there is no cost for agencies to participate, and the contracts are non-exclusive.

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- F1: Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:**
- a. Key features of National IPA contract**
 - b. Working knowledge of the Solicitation Process**
 - c. Awareness of the range of public agencies that can access National IPA**

Each Office Depot sales employee receives more than 40 hours of training each year and many additional hours of assistance in implementing planned marketing programs. The Office Depot National IPA Account Management Team will launch all furniture marketing programs nationwide or regional (depending on the program definition) and actively engage each Office Depot Sales Team member involved, providing the collateral, direction, and goals of the program, while monitoring the results so that feedback and adjustments can be made as necessary. Our National Sales Force will be continuously reminded of the importance of the National IPA furniture contract and its impact on their sales goals and successes.

The National IPA furniture contract will have a national impact and we will make sure there is time dedicated to National IPA in bi-weekly or monthly sales meeting, that specific training is done promoting the furniture contract for every sales person, that the TAM (Telephone Account Managers) personnel are included in this training effort, and that all training has a defined goal which is measured and evaluated for success with adjustments made as are dictated by the results.

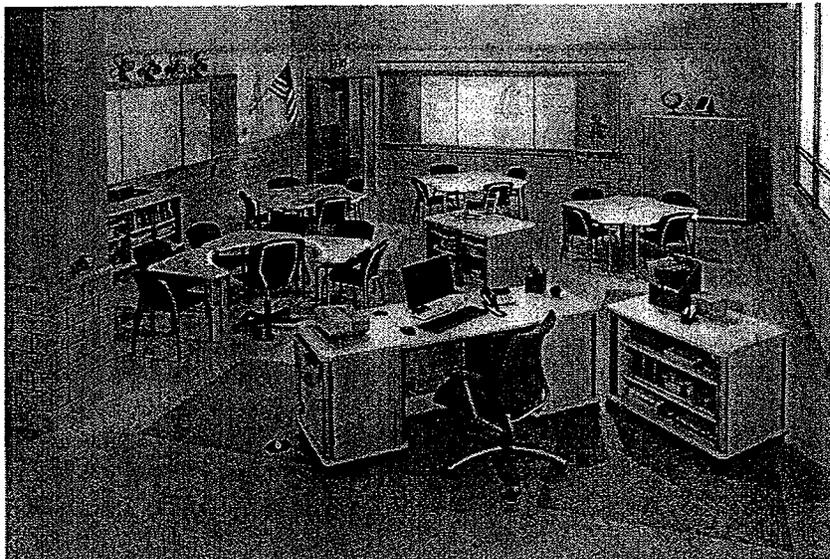
Obviously, the National IPA furniture contract, which we anticipate will be our largest furniture contract, will receive significant attention in all of these efforts. We will present participating public agencies advantages and updates at our National Sales meetings and through web-based training. In addition, the dedicated National Sales Director, Chris Penny, along with Paul Hurty , National Sales Director, and the four (4) National Program Managers for National IPA will participate in a new Supplier Centric Sales model and train the top metro areas in their regions. The program will consist of 4 parts: training, lead agency member participation, internet training and joint call opportunities with our furniture experts on the call.

We will also develop an intranet site that allows Account Managers and Business Development Managers to access participating public agencies' information. In addition, the site will provide information about the contract, presentation for prospects, promotional flyers, as well as continuing education, resource listings and recommendations on how to sell the program. As a final touch, we will have the National IPA icon as a link to the National IPA website on our site to allow our sales team to access the National IPA website to do additional research.

Office Depot has a comprehensive contract sales training team that will partner with the dedicated National IPA team of 7 individuals to ensure the National Sales force is trained effectively prior to the launch of the contract as well as providing ongoing training and reinforcement. Training of the County of DuPage / National IPA furniture contract will also be included as part of the standard curriculum for all newly hired or promoted contract sales associates. Training will be addressed from a multi pronged approach to not only ensure that the various types of learning styles are addressed but will also ensure that furniture training materials are readily available. This multi-pronged approach to training will include but not be limited to:

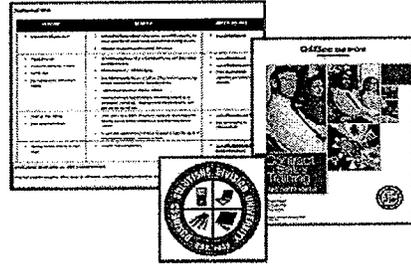
Office DEPOT.

- New Contract Webcast for all field sales representatives. This interactive presentation will include key information about the furniture contract itself, Office Depot's commitments to National IPA, the competitive solicitation process, competitive government furniture pricing, no-cost participation by eligible agencies and the non-exclusivity of the contract. Additionally Office Depot will reinforce and train to the a) key features of the National IPA contract to provide the best possible value solutions to public agencies, as well as b) describe in detail the solicitation process and c) ensure the sales force is fully aware of the range of agencies that are eligible to participate. New Contract Webcasts will be offered multiple times to ensure training sessions are available for the sales force as well as provide an opportunity to repeat the training if desired. All Webcast training sessions will include a full Question and Answer period.
- All furniture training materials will be posted on the Internal Office Depot / National IPA SharePoint site as well as the Internal Business Solutions Training Portal. Materials will include but will not be not limited to:
 - Key talking points
 - FAQ document
 - Training presentations
- Through our training department we have also developed proprietary Solution Selling Sheets to assist our sales professionals in the sales cycle to ensure that as customer needs are uncovered we are able to provide the appropriate Feature, Benefit & Proof Source that corresponds to the customer need. These sell sheets have been developed for Furniture, Green & more. A Solution Selling Sheet will also be available for the National IPA contract.



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- Training of newly hired or promoted contract sales associates will include the National IPA contract curriculum. All newly hired or promoted contract sales associates are required to participate in a 2-week training program known as “Business Solutions University.” This training program is instructor led by a professional Office Depot sales trainer. Additionally each associate receives a comprehensive training binder that will include materials on the National IPA / County of DuPage furniture contract along with Key Selling Points, and Frequently Asked Questions. Realizing that a number of associates will want to review the training provided in the Webcasts again at a later time, a special webcast will be recorded and posted on the National IPA SharePoint site. This special session will include all of the materials covered in the original webcast and will be available 24/7 for review.



- Office Depot also utilizes an online learning portal that allows an associate to learn online with both presentations and self-paced learning. This portal also allows for competency testing and tracking for all associates. Prior to the launch of the National IPA / County of DuPage furniture contract all contract sales associates will be required to participate and pass this training. Additionally, all newly hired or promoted sales associates will be required to take and pass the training within their first 90 days in the position.

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Office Depot Learning Portal login

4 digit PeopleSoft Employee ID
 Network PeopleSoft Password

Welcome Nancy Davis
 You have entered the Office Depot Learning Portal

Key benefits:

- You have immediate access to self-paced training
- You can easily report and register for instructor-led training
- The ability that allows to track your accomplishments on your own personal dashboard
- Managers have improved reporting capabilities to track the progress of their associates

Please refer to the Learning Standard IPA 2010 for full details on how to use the portal

Activity Details

Solution Selling

Course Description:
 This course is designed to provide a comprehensive overview of the solution selling process, including the identification of customer needs, the development of a solution, and the presentation of that solution to the customer.

Course Objectives:

- Identify customer needs
- Develop a solution
- Present the solution to the customer
- Close the sale

Course Objectives:

- Identify customer needs
- Develop a solution
- Present the solution to the customer
- Close the sale

Course Objectives:

- Identify customer needs
- Develop a solution
- Present the solution to the customer
- Close the sale

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G1: Please provide contact information for the person(s), who will be responsible for:

- Marketing
- Sales
- Sales Support
- Financial Reporting
- Contracts

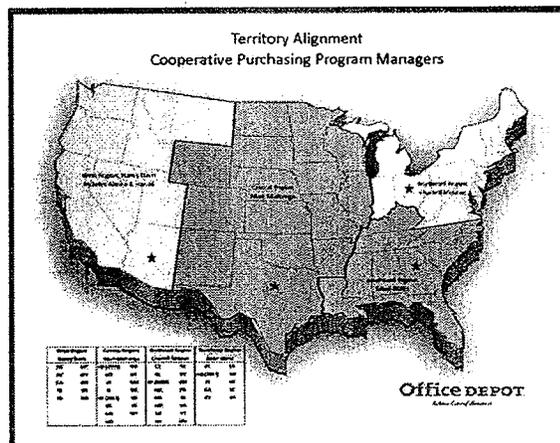
The National IPA contract will be fully supported by a team of dedicated professionals that are committed to the continued growth and success of the National IPA contract. This team of professionals is outlined below:

Marketing		
Name	Title	Email
Alicia Jackson	Sr. Manager, Marketing	Alicia.Jackson@OfficeDepot.com
Sales		
Name	Title	Email
Steve Schmidt	President, BSD	Steve.Schmidt@OfficeDepot.com
Dave Grove	Sr. Vice President	Dave.Grove@OfficeDepot.com
David Trudnowski	Vice President, Public Sector	David.Trudnowski@OfficeDepot.com
Paul Hurty	National Sales Director - Furniture	Paul.Hurty@OfficeDepot.com
Chris Penny	Director, National Director Public Sector Programs	Chris.Penny@OfficeDepot.com
Charrell McLean	Program Manager, NE Region	Charrell.McLean@OfficeDepot.com
Jason Maltz	Program Manager, SE Region	Jason.Maltz@OfficeDepot.com
Mark Matranga	Program Manager, Central Region	Mark.Matranga@OfficeDepot.com
Nancy Davis	Program Manager, West Region	Nancy.Davis@OfficeDepot.com

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Sales Support		
Name	Title	Email
Tom Webb	Director, Public Sector NE Region	Tom.Webb@OfficeDepot.com
Billy Grimmert	Director, Public Sector SE Region	Billy.Grimmert@OfficeDepot.com
Dave Wetzel	Director, Public Sector Central Region	Dave.Wetzel@OfficeDepot.com
Paul Martorella	Director, Public Sector West Region	Paul.Martorella@OfficeDepot.com
Trina Lowe	Leads Administrator	Trina.Lowe@OfficeDepot.com
Shelley Rocha	Furniture Regional Sales Manager West Region	Shelley.Rocha@OfficeDepot.com
Chris Green	Furniture Regional Sales Manager, Central Region	Chris.Green@OfficeDepot.com
David McGinnis	Furniture Regional Sales Manager East Region	David.McGinnis@OfficeDepot.com
Financial Reporting		
Name	Title	Email
Jean Davis	Contract Administrator	Jean.Davis@OfficeDepot.com
Trina Lowe	Leads Administrator	Trina.Lowe@OfficeDepot.com
Contracts		
Name	Title	Email
Tom Fuchs	Director, Contract Compliance	Tom.Fuchs@OfficeDepot.com
Jean Davis	Contract Administrator	Jean.Davis@OfficeDepot.com

Our team of Cooperative Purchasing Program Managers is assigned regionally and will be dedicated to the National IPA furniture program. This team of Program Managers has a vast amount of experience in the office products industry as well as with Office Depot and are well positioned to implement and manage the furniture contract.



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Additionally Office Depot has a National Sales force that covers all 50 states and the District of Columbia. This team of sales professionals is responsible for acquiring new business as well as building and maintaining current customer relationships. This team includes Account Managers, many of whom specialize in Public Sector Sales, Furniture, Print, and Technology. They are supported by sales Management teams at the District and Regional levels.

F2: Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot's Business Solutions Division is led by Steve Schmidt, President, Business Solutions Division. Mr. Schmidt's responsibilities include Sales, Marketing, Sales Support and Customer Service for the Division.

Dave Grove, Sr. Vice President, Business Solutions Division, is responsible for the National U.S. Sales force for both Office Depot & Tech Depot. The sales force is segmented by geographical regions, customer verticals as well as customer size demographics in order to best meet the needs of the customer.

David Trudnowski, Vice President, Public Sector, is responsible for all sales activities within the Public Sector. Office Depot realizes that the needs of the Public Sector are intrinsically different than those of the Private Sector and requires a specialized focus. Although many best practices can be shared between the Public and Private sectors, each segment has a unique set of needs requiring specific solutions to meet those needs. Dave oversees Federal, State, County & Local Government, as well as all Education sectors to include Higher Education & K-12.

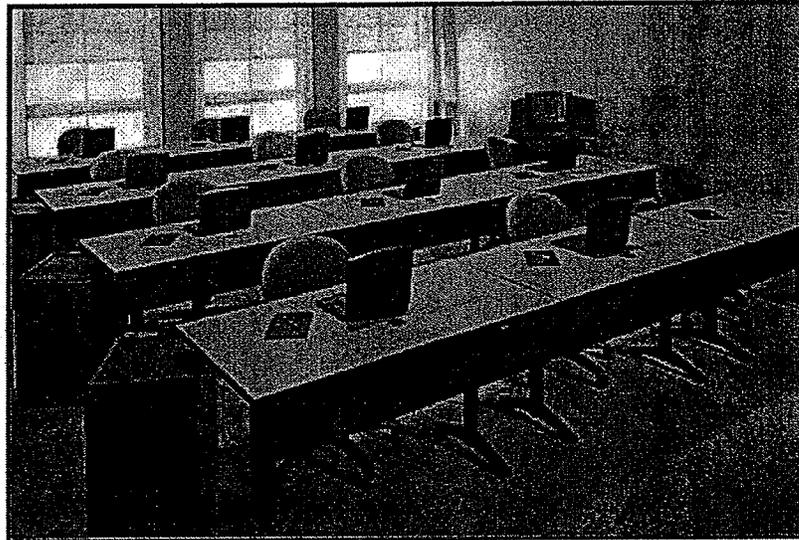
Paul Hurty, National Sales Director, Furniture, is responsible for managing the customer/Office Depot partnership. Paul works closely with Chris Penny and his team to ensure all aspects of the master agreement are met and maintained at all time. Paul has a team of (3) Regional Sales Manager, along with Furniture Operations and Design Manager to support the management and appropriate service levels for the contract. In support of the furniture contract, Paul will:

- Coordinate implementation and roll-out process
- Identify specific account needs
- Analyze customer product selection, usage and pricing
- Recommend cost containment and reduction measures
- Recommend new technology products and electronic commerce services
- Work with the Field Account Managers to understand account needs, nationally and locally
- Ensure quarterly reviews are presented at all major volume locations

Chris Penny, National Director, Public Sector Programs, is responsible for National Cooperative Purchasing Programs in the Public Sector. Chris works directly with the National Cooperative leadership to ensure that all aspects of the master agreement are met and maintained at all times. This partnership is critical to the success of the Cooperative, the Lead Agency as well as

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Office Depot. Chris has a team of six (6) dedicated resources that will be managing the National IPA furniture program if awarded to Office Depot. Furthermore, if the furniture and office supplies contracts are awarded to Office Depot, we will commit to having this team in place for the life of the contract and maintain the staffing level at a minimum of seven associates: one (1) National Director; four (4) National Program Managers, one (1) Contract Administrator and one (1) Lead Administrator. The current team is outlined above in Section 3.3(G).



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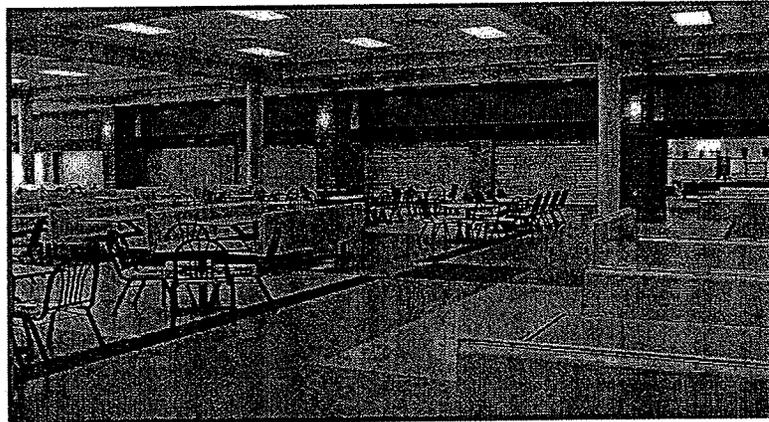
BSD National Sales Leadership Team		
Name	Title	Email
Steve Schmidt	President, BSD	Steve.Schmidt@OfficeDepot.com
Dave Grove	Sr. Vice President, BSD	Dave.Grove@OfficeDepot.com
David Trudnowski	Vice President, Public Sector	David.Trudnowski@OfficeDepot.com
Chris Penny	Director, National Director Public Sector Programs	Chris.Penny@OfficeDepot.com
Paul Hurty	Director, National Sales Director Furniture	Paul.Hurty@OfficeDepot.com

There are four geographical selling regions (Northeast, Southeast, Central and West) with each of these regions being led by a Regional Vice President. The four regions are represented in the included, and contact information for the Regional Leadership team has been provided.

- Each of the respective national regions is lead by a team of Regional Sales Directors, each having responsibility for a geographical territory within their specified national region. A Region is comprised of four to six territories dependent upon the overall scope of business. Each Regional Sales Director will have a Furniture Regional Sales Manager who will lead and manage the local sales professionals.
- The Furniture Regional Sales Managers play a key role in leading, guiding, directing and assisting their respective local sales professional teams in building solid customer relationships as well as meeting sales goals and aligning the appropriate furniture support to meet customer's objectives.
- Furniture Solution Development Managers (FSDM) Managers: Assigned by Territory, introduce, sell, and coordinates the implementation of the National Account Program at the local level through the direction of the Furniture Regional Sales Managers. Furniture Solution Development Managers are the primary Office Depot furniture resource to ensure local customer satisfaction for furniture projects.
- Furniture Telephone Account Managers (FTAMs). These groups of furniture experts are assigned regionally to support our in-field account managers and are the principle contact for on-going customer furniture requirements and small order solutions. Our FTAM teams are available through-out the US, This accessible in-house group enables quick support to create quote, order, and track and provide problem resolution. FTAM services include:
 - Accurate budgets and quotations.
 - Product consultation and research
 - Furniture Layouts and Space Planning
 - Provide preliminary budget pricing and quotations
 - Prepare quotes for order entry
 - Provide status reports when applicable

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- Communicate order changes and scheduling Customer Service
- Provide status on orders
- Provide Resolutions for CRF (Customer Resolution Form)
- Assist in issuing IAF (Internal Adjustment Form) and Debit Memos
- Provide POD (Proof of Delivery)
- Account Managers are assigned a zip-code based territory and are further allocated by account size or specialty. Account Managers are assigned a customer base aligned either by account size based upon the number of white collar workers or may be allocated by a Vertical Market. Many of our markets have Vertical Market Managers that focus specifically on public sector accounts. By specializing, the Vertical Market Manager can leverage best practices and bring the best possible value to the public sector customer.



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Regional Vice President - Sales Leadership Team		
Name	Title	Email
Peter Guala	RVP, NE Region	Peter.Guala@OfficeDepot.com
Jim Pollman	RVP, SE Region	Jim.Pollman@OfficeDepot.com
John Lander	RVP, Central Region	John.Lander@OfficeDepot.com
Pat Welch	RVP, West Region	Pat.Welch@OfficeDepot.com



Office DEPOT.

G2: Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

The National IPA/County of DuPage Furniture Master Agreement will be managed by the dedicated National IPA Program Management Team. This dedicated team will work directly with the County of DuPage and National IPA as well as the local field selling organization to ensure that we implement, grow, and service the Furniture Master Agreement.

Implementation

Office Depot has created a robust initial 12-week implementation plan, which begins with an aggressive communication, marketing and training plan. Office Depot's Executive Leadership team fully backs the robust plan as outlined in sections 3.3 B (a, b & c) of the RFP response.

Office Depot has outlined 3 key Strategic Initiatives of focus for the first 90 days of the launch of the National IPA / County of DuPage contract.

Strategic Initiative 1: Launch National IPA-Office Depot Furniture Partnership

- Launch and position National IPA and Office Depot Cooperative as the partnership that provides value to public sector agencies using Office Depot furniture solutions & sales expertise in public sector as main differentiators
- Enhance visibility in the market through partnerships with public sector leaders, associations and publications and through regional campaigns promoting green and space/furniture design tools allowing for an effective press campaign regarding "savings" and value

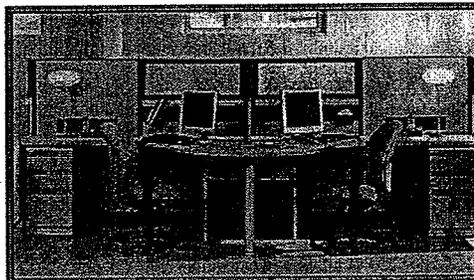
Strategic Initiative 2: Account Transition

- Develop a comprehensive communication of furniture benefits and value plan for Office Depot existing accounts
- Aggressive sales plan and account strategies for seamless transition
- Mobilize sales force to ensure all eligible agencies are aware of National IPA furniture partnership

Strategic Initiative 3: Account Acquisition

- Leverage relationships and the National IPA membership base to drive acquisitions of new public agencies
- Drive awareness of Office Depot/National IPA relationship during new member on-boarding process
- Utilize special promotions to drive membership conversions

In order to meet these strategic growth goals, Office Depot will execute a range of marketing efforts and tactics.



Office DEPOT.

Growth

Office Depot is committed to the rapid growth of the County of DuPage / National IPA furniture program as evidenced by our commitment to transition a minimum of \$3.0 Million in annual revenue during the first year of the contract. We fully intend to market this program to the current Office Depot and National IPA cooperative customers representing a significant level of revenue in excess of the minimum commitment.

Office Depot's sales force deployment model will allow us to partner with the National IPA team to focus on primary and secondary strategic geographies within each of the four geographic sales regions. Working together with National IPA will allow us to develop and share new account opportunities and leverage strategic and joint sales calls. Where appropriate, both parties will reinforce the value of National IPA. Additionally, we will focus on the robust furniture solutions offering that Office Depot has prepared for National IPA and the County of DuPage.

Sales Lead Generation - Office Depot will also leverage its current sales lead infrastructure to ensure timely customer communication, presentation and individual account implementation. The dedicated Office Depot National IPA team currently has in place a sales lead system which allows us to provide all National IPA customer registrations to our field sales organization within 48 hours of our receipt of a new customer registration. These registrations are forwarded to the appropriate geographic sales manager, which allow the sales manager to assign and deploy an Office Depot Account Manager for each new opportunity. This sales lead methodology includes processes to ensure that leads are followed up on and the customer's needs are met. This closed loop methodology is managed by our cooperative purchasing sales lead administrator. This closed loop methodology also provides comprehensive reporting capabilities. Our Sales Lead generation process is managed by our National IPA Sales Lead Administrator, Trina Lowe.

Program Marketing – Office Depot is fully prepared to partner with National IPA to ensure that we market the furniture program both in the Implementation phase as well as throughout the life of the furniture contract. Office Depot has a dedicated public sector marketing resource that leverages our capabilities to ensure the National IPA message continues to be communicated to both existing as well as prospective customers. These marketing initiatives include:

- Co-Branded (300 page) Contract Specific National IPA / Office Depot / HON Product Catalog
- HON Quick Ship Pocket Guide for end-of-year purchases.
- New-Customer Welcome Kits exclusively for National IPA customers
- Conference Participation on both the National and Regional level with such organizations as NIGP, NPI and ASBO
- Trade Show Participation on both the National and Regional level with such organizations as NIGP and ASBO as well as other procurement organizations.
- National IPA Specific Trade Show exhibit booths
- Website Development
- Trade Publication advertisements
- Vendor partnered and co-branded product literature, focused specifically on the needs of the public sector

Office DEPOT.

Service

Developing and maintaining a partnership with the National IPA team will be the cornerstone to the ongoing relationship and insuring that the national furniture program service needs are met. Office Depot's dedicated National IPA program management team will work closely with National IPA to align our mutual objectives as well as provide on-going communication and follow-up to ensure these objectives are benchmarked and met. This collaborative environment will also allow both teams to develop and implement new solutions that will provide value to National IPA and the public sector customer base both organizations are serving.

Business Reviews – Office Depot will conduct ongoing business reviews with National IPA on a mutually acceptable frequency to review the period performance, goals, accomplishments and initiatives and set action plans into place. This will allow both organizations an opportunity to ensure strategic alignment of initiatives, as well as develop new goals and opportunities to leverage the National IPA furniture program.

Reporting - Office Depot will prepare and submit reporting as outlined in the furniture Master Agreement for National IPA. This reporting allows both organizations to benchmark the performance of the Master Agreement, but also goal setting for the upcoming performance periods.

Communication – Establishing and maintaining an open line of communication will be essential to the entire National IPA / Office Depot relationship. Our dedicated National IPA team will work closely with and be available to the National IPA organization.

Field Selling Organization – The Office Depot field selling organization is committed to serving the National IPA furniture Master Agreement. This commitment begins at the sales lead process and includes the on-going servicing of the individual customer needs. Our team of nationally deployed sales professionals is committed to meeting the daily needs of our customer as well as providing on-going value and solutions. The individual account relationships have always been the cornerstone of Office Depot's ability to grow and service the public sector. Without this team of dedicated associates, Office Depot would not have the book of business that we can bring to and continue to grow with National IPA.

H. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

The National IPA / County of DuPage Master Agreement will be managed by the dedicated National IPA Program Management Team supported by the Office Depot National Furniture Team. This dedicated team will work directly with the County of DuPage and National IPA as well as the local field selling organization to ensure all contractual commitments are met. This dedicated team is outlined below:

Office DEPOT.

National IPA Program Management Team		
Name	Title	Email
David Trudnowski	Vice President, Public Sector	David.Trudnowski@OfficeDepot.com
Chris Penny	Director, National Director Public Sector Programs	Chris.Penny@OfficeDepot.com
Tom Fuchs	Director, Contract Compliance	Tom.Fuchs@OfficeDepot.com
Charrell McLean	Program Manager, NE Region	Charrell.McLean@OfficeDepot.com
Jason Maltz	Program Manager, SE Region	Jason.Maltz@OfficeDepot.com
Mark Matranga	Program Manager, Central Region	Mark.Matranga@OfficeDepot.com
Nancy Davis	Program Manager, West Region	Nancy.Davis@OfficeDepot.com
Jean Davis	Contract Administrator	Jean.Davis@OfficeDepot.com
Trina Lowe	Leads Administrator	Trina.Lowe@OfficeDepot.com
Alicia Jackson	Sr. Manager, Marketing	Alicia.Jackson@OfficeDepot.com

Office Depot is fully prepared to partner with National IPA to ensure that we market the furniture program both in the Implementation phase as well as throughout the life of the contract. Our Marketing efforts are currently orchestrated by our Senior Marketing Manager, Alicia Jackson, which allows us to leverage our capabilities to ensure the National IPA message is communicated to both existing as well as prospective customers. These marketing initiatives include:

- Co-Branded National IPA specific furniture sales collateral
- New-Customer Welcome Kits exclusively for National IPA customers
- Conference Participation on both the National and Regional level with such organizations as NIGP, NPI and ASBO
- Trade Show Participation on both the National and Regional level with such organizations as NIGP and ASBO as well as other procurement organizations
- National IPA Specific Trade Show exhibit booths
- Website development
- Trade publication advertisements
- Vendor partnered and co-branded product literature, focused specifically on the needs of the public sector

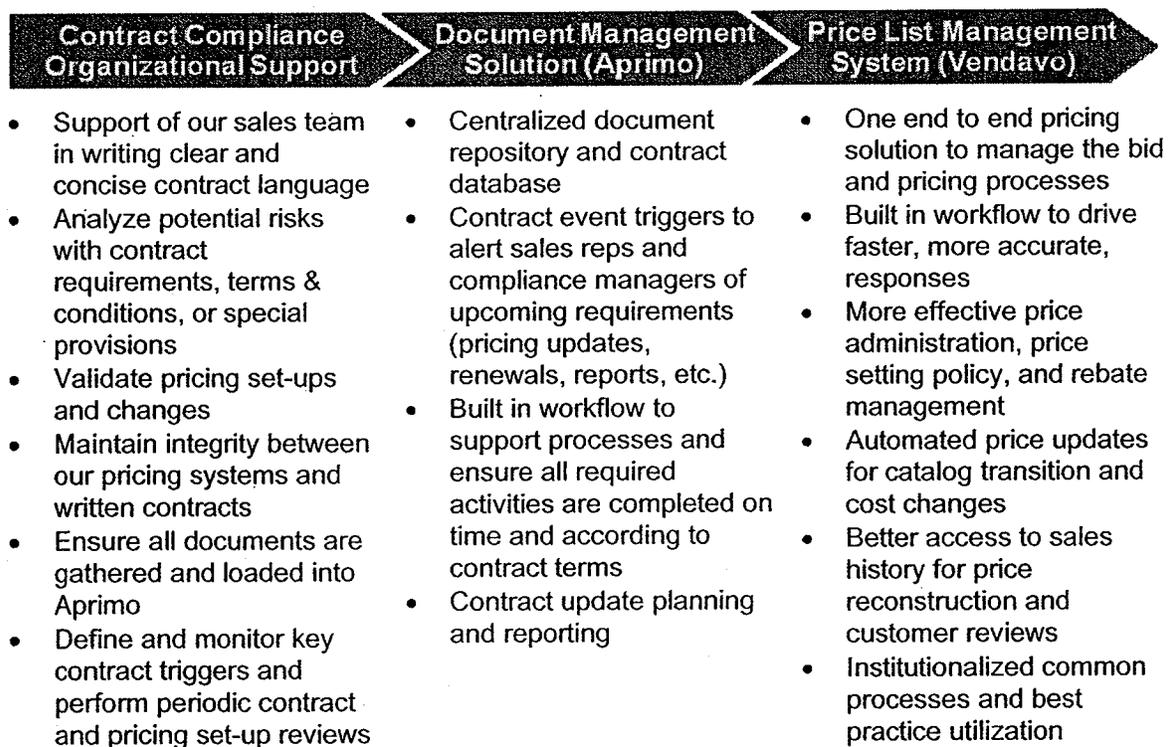
Paul Hurty, National Sales Director, Furniture, is responsible for managing the customer/Office Depot partnership. Paul works closely with Chris Penny and his team to ensure all aspects of the master agreement are met and maintained at all time. Paul has a team of (3) Regional Sales Manager, along with Furniture Operations and Design Manager to support the management and appropriate service levels for the contract.

Office DEPOT.

Office Depot's Contract Compliance Capabilities

In addition to the dedicated National IPA Management Team, Office Depot has created the Contract Compliance Group to ensure that we comply with the terms and conditions of any contract we sign. The Contract Compliance team will provide us with the guidelines we need to follow when presenting to public agency prospects so all of our sales and marketing efforts comply with any contract resulting from this RFP. Office Depot's National IPA Contract Administrator, Jean Davis, will work closely with both National IPA and our Contract Compliance group to ensure that the terms of the Furniture Master Agreement are upheld.

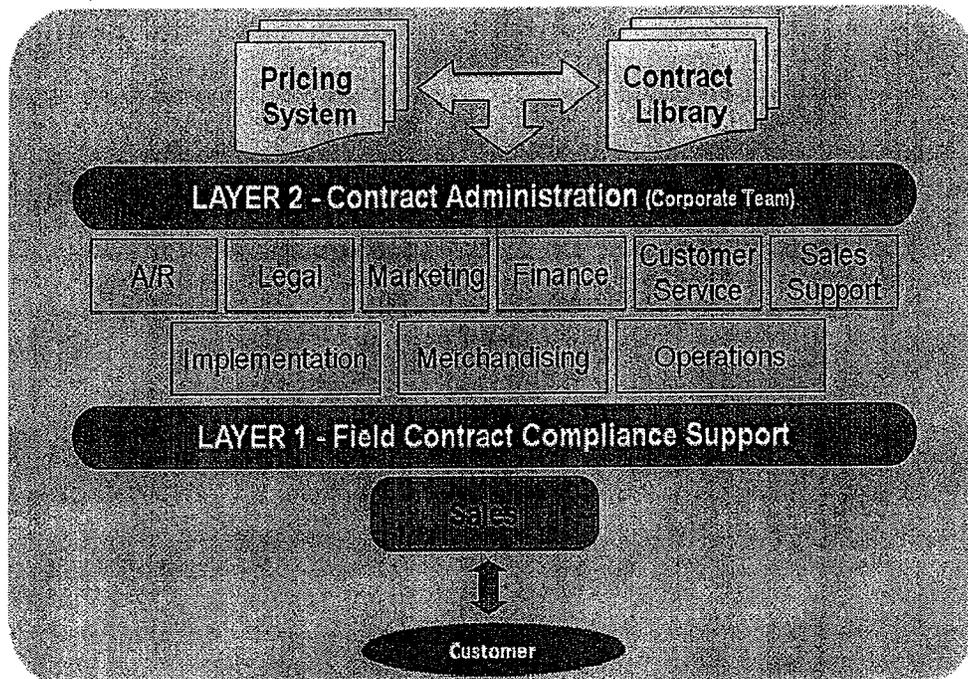
Office Depot's Contract Compliance capabilities include a combination of organizational and systems support, which combined help provide quality assurance throughout the contract lifecycle management process. The following diagram outlines how our process and support integrates with our systems to deliver contract compliance and peace of mind for our customers.



Office DEPOT.

Contract Compliance Organization

Office Depot's Contract Compliance organization was designed in two layers; a layer to support our sales team with contract negotiations and a layer to manage the contract lifecycle and price management process.



A dedicated and independent group of contract compliance and pricing professionals support Office Depot's sales organization with contract lifecycle management, including:

The Contract Compliance organization works with the Legal Department in drafting and negotiating written agreements. We ensure that our written agreements are clear, concise and unambiguous and identify and call out any potential legal or business risks. In addition, the Contract Compliance and Legal teams provide consultative guidance to sales management.

Once the written agreements are signed, the Contract Compliance organization ensures that all relevant documents are captured, cataloged and loaded into our contracts management system. We manage and maintain the documents library for each of our written agreement customers and create and maintain a Contract Summary Form for each active written agreement.

During the life of the contract, the Contract Compliance organization proactively manages compliance according to the terms and conditions of each customer agreement. They define, monitor and manage key contract events/requirements and workflow triggers. Periodically, they perform proactive contract and pricing reviews. In addition, they prepare and distribute compliance reporting that supports contract update planning and performance.

Office DEPOT.

Driving Pricing Accuracy

Office Depot drives pricing accuracy through structure, process and oversight. All price changes follow processes that include multiple levels of review and approval. The Contract Compliance organization reviews and approves these price change requests to ensure strict adherence to contract terms and conditions. Office Depot also periodically conducts proactive contract and pricing reviews, such as the automated weekly pricing set-up reviews performed across the account base and compliance testing on pricing obligations.

Executive Level Support

Office Depot considers compliance a corporate responsibility and this is demonstrated through the strong executive level support and oversight of its contract compliance efforts. This manifests itself through the three following executive leadership commitments:

- 1. Board of Directors
 - Quarterly updates
 - Audit Committee reviews
- 2. Executive Steering Committee
 - Chaired by Office Depot's Business Solutions Division President
 - Oversight of major milestones
 - Monthly updates on contract compliance status and key deliverables
- 3. Internal Audit Oversight and Review
 - Monthly meeting to review potential risks
 - Quarterly reviews of SOX requirements
 - Periodic internal audits

Office Depot utilizes Aprimo, a centralized document management solution with over 400 trackable data elements to support the contract lifecycle management process. Contract event triggers are programmed to alert sales reps and compliance managers of upcoming requirements (e.g., pricing updates, renewals, etc.). Workflows are built in to support processes and ensure all required activities are completed on time and according to contract terms. Aprimo also facilitates contract update planning and reporting.

Office DEPOT.

I. Explain how your company will market and transition the Master Agreement into the primary go to market strategy to public agencies.

If awarded, the County of DuPage / National IPA furniture program will be one of Office Depot's largest, and most visible, public sector furniture contracts. This program will become our primary offering to Counties, Cities, States, K-12, Non-profits, Higher Education and Special Districts. Our national sales force will actively market the Master Agreement to eligible public agencies. We will embrace the competitive advantage and cost savings gained by using National IPA as our primary furniture offering. We will communicate the Master Agreement through marketing brochures, press releases, and personal letters from our Vice President of Public Sector Sales, package inserts, e-mails and direct mail. For a comprehensive overview of our marketing and transition plans, please see Section 3.3 A and B.

We also have created a group within Office Depot to ensure that we comply with the terms and conditions of any contract we sign, our Contract Compliance Group. Their function is to make sure we are always in complete compliance with all contracts. They will provide us with the guidelines we need to follow when presenting to public agency prospects so all of our sales and marketing efforts comply with any contract resulting from this proposal.

Office DEPOT.

J. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Office Depot has been providing quality products and service to public agency customers through our Business Solutions Division since 1995. We are proud of the thousands of satisfied and loyal customers we service in the public sector and work hard to earn their continued business. We envision the County of DuPage and National IPA furniture contract as a strong vehicle to continue to grow our public sector business.

We believe that many of the public agencies would be prime prospects to transition to a program like the National IPA program. Public agencies are continuously seeking ways to control costs, and purchasing under the auspices of an existing publicly negotiated nationwide contract provides these public agencies with the opportunity to eliminate the cost of issuing a request for proposal and managing the costly bidding process.

Office Depot's public agency sales for fiscal year 2009 were \$ 1,077,861,151. The top 10 public agency customers and contact information are outlined below:

CUSTOMER NAME	2009 SALES	CONTACT NAME	CONTACT PHONE
INTERNAL REVENUE SERVICE	\$17,611,301	Louis Campbell	(202) 283-1379
FEDERAL AVIATION ADMIN	\$13,079,073	Sharonda Holmes	(202) 267-7326
BD OF EDUCATION CITY CHICAGO	\$11,643,564	Felicia Carwell	(773) 553-2289
HILLSBOROUGH SCHOOL BOARD	\$7,628,215	Jean Bowman	(813) 272-4374
FAIRFAX COUNTY PUBLIC SCHOOLS	\$7,133,020	Teresa White	(571) 423-3595
DUPAGE USD	\$5,409,451	John Groll	(858) 522-5821
JOHNS HOPKINS UNIVERSITY	\$5,029,901	Dawn Janicki	(443) 997-5616
DETROIT PUBLIC SCHOOLS	\$4,922,898	Jeffrey Wiegel	(313) 873-6531
UNIVERSITY OF TEXAS	\$4,916,141	Kevin Hagarty	(512) 471-1422
UNIVERSITY OF SOUTHERN CALIFORNIA	\$4,923,223	Kerry Etheridge	(213) 821-1786

Office DEPOT.

K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Our Business Solution Division Contract Furniture Group uses the Industry Standard 20/20 integrated design, specifying and Hedberg order management as our furniture management software platform.

Benefits of our closed-loop system include:

DESIGN-SPECIFIER

- ✓ AutoCAD planning tool. Standard in industry for space planning and specifying allowing Office Depot Designer's to work in tandem with Architects and Contractors on Project. Ease of making changes and archival records of projects.
- ✓ Companion CAP Designer allows for product specifying and proposals generation linked to AutoCAD designs.
- ✓ Our Furniture Field Sales Organization utilizes a more portable 20/20 Giza Design and Worksheet program to prepare detailed quotes, layout and comprehensive bill-of-materials remotely and on-site.
- ✓ Both CAP & GIZA software integrate into our Hedberg Order Management System.

HEDBERG DATA SYSTEMS-ORDER MANAGEMENT AND INVOICING

Hedberg Data Systems is the industry leader in the automation of contract office furniture dealers. The Hedberg System is a fully integrated software package that ties together every aspect of the customers order, from the quoting process through receiving, delivery and invoicing.

Ordering Methods: Office Depot has the ability to accept orders by, phone, e-mail, and fax.

Phone Ordering

Office Depots order management service team, provides you with easy access phone ordering through the use of an 800 toll free number. We do offer regionalized customer service, but most customers prefer one centralized team trained to manage their requirements.

Your Order Management Liaison will customize their service to suit your needs. They will learn your frequently ordered products, quantities, cost centers, and any other information unique to you.

Having the following information will make your call fast and accurate:

- Account Number
- Shipping Address
- Contact Name and Telephone Number
- Billing Information (i.e. Purchase Order number, dept./cost center)
- Items to Order

Office DEPOT.

E-mail Ordering

A standard order template is accompanied by your bill-of-materials. The order is received by the Order Liaison service team with placement and delivery dates provided.

Fax Ordering

Office Depot has streamlined the fax ordering process to its maximum efficiency. For your pre-approved, most frequently ordered products, you may use our Core Requisition Form. These products are already listed for you. You need only to write in the quantities and fax the form.

Quotation and Order Processing

- Quotation Processing
- Customer Approval
- Order Entry
- Purchase Order Processing
- Vendor Acknowledgements
- Warehouse Receiving
- Delivery and Installation Process
- Customer Invoicing

Hedberg Billing Options

Office Depot can provide a complete Individual Invoice and Consolidated Billing program on a local, regional or national level. There are multiple fields that can be customized to accommodate the specific terminology of each agency's order process. Each agency's account can be implemented to require and/or validate specific account information at the time of placing the order. There are different options available depending on whether the billing is in paper or electronic format.

Invoice Billing

An invoice is generated for each order placed by your end user. Your invoice can be sent either in daily or weekly intervals directly to the primary address or indirectly to the "Ship To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper or electronic format.

Standard information on all invoices:

- Account Number
- Account Manager
- Order Number
- Customer PO Number

Office DEPOT.

- Invoice Date
- Ship Date and Ship to

Optional information that can be added to the invoice:

- "Ship To" ID
- Department Name/Number
- PO Number
- Release Number
- Cost Center
- Requisition Number

Media Types Available For Invoice Billing:

- Paper
- EDI

Consolidated Billing

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

Header Options:

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

Consolidated Bill Options:

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

Media Types Available For Summary Billing:

- Paper
- Electronic (Email, FTP, Diskette)

Office DEPOT.

Our payment options include check, EFT, credit cards and we will discuss other options if a specific customer requests it.

Customizable Options:

- Header level or Line level ship-to
- Soft Header fields, such as cost center, Department, Release codes etc.
- Contact information
- Desktop delivery
- Price and SKU limitations
- Three options for restriction on the punch-out catalog
- Account split by extrinsic

Hedberg Reports – Hedberg can provide a number of financial and informational reports to Office Depot customers and internal management.

- Customer Status Reports
- Customer Usage Reports
- Receiving and Delivery Reports
- Aged Item Reports
- Vendor Acknowledgement Reports
- Account Sales and Usage Reports
- Management Reports

Please see our Order Management Flow Chart on the following page.

Office Depot's IT Platform

Office Depot has a single, nationwide, IT platform serving all of its ordering modes and channels, assuring that pricing, ordering processing, delivery, billing, and payment reconciliation is consistent and accurate.

All pricing and other relevant information are on the platform providing quick, easy product searches, product selection, and order confirmations (order confirmation is confirmed to customer for printing or saving via Hedberg order confirmation report).

After the order is confirmed to the buyer, the system sends the order to the correct warehouse or end-user to for receiving of the correct items and followed by a scheduled delivery appointment to the shipping dock, room of choice or job site.

Office DEPOT.

L. Explain how your company plans to market the Master Agreement to existing public agency customers and transition these customers to the Master Agreement. Please provide the Contract Sales that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

Office Depot will identify public sector customers who are purchasing under an Office Depot cooperative purchasing contract at the time of award. Office Depot will endeavor to provide such customers with an overview of the new program and will give those customers the opportunity to review the benefits of the National IPA Furniture Master Agreement.

If the customer elects to transition to the Furniture Master Agreement, the customer will be required to authorize the transfer of its account to the Master Agreement and will acknowledge its acceptance of all terms and conditions of the Master Agreement. At that point, all purchases by that customer will be included in the reporting required by the Master Agreement and will be subject to the terms and conditions of the Master Agreement. Please see our response to Section E above for more specific details regarding the marketing plan and the team associated with managing the new program.

Contract Sales Guarantee

\$3,000,000 total Contract Sales in year 1
\$5,000,000 total Contract Sales in year 2
\$7,000,000 total Contract Sales in year 3

M. Even though it is anticipated that many public agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

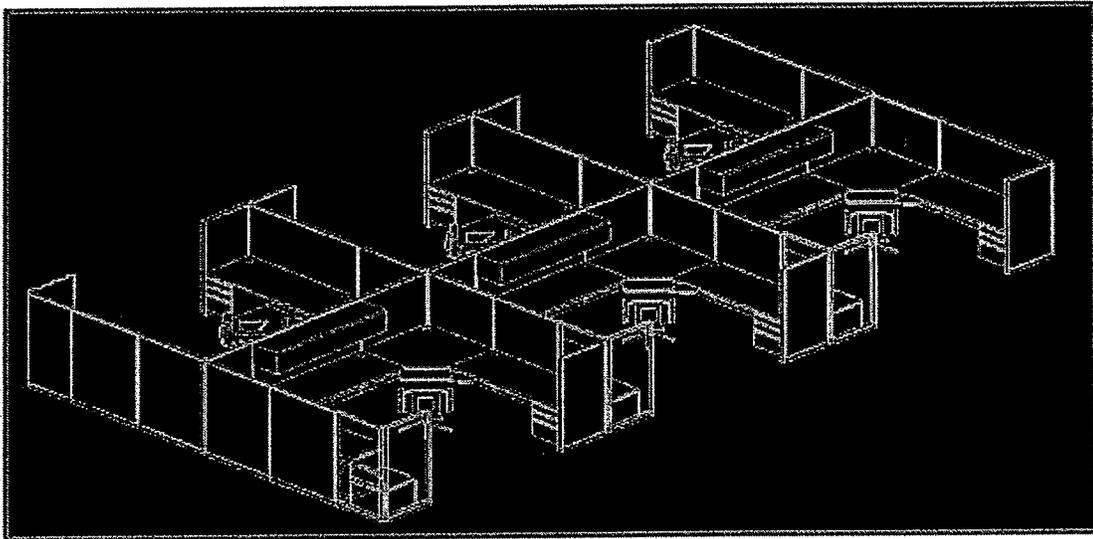
- a. Respond with Master Agreement pricing (sale reported to National IPA).
- b. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales to National IPA under the Master Agreement.
- c. Respond with pricing higher than Master Agreement only in the unlikely event that the agency refuses to utilize Master Agreement.
- d. If alternative permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate.

Please detail your strategies under these options when responding to a solicitation.

Office Depot agrees that the County of DuPage / National IPA Furniture Master Agreement will become Office Depot's primary furniture offering to public agencies, including counties, cities, states, K-12, non-profits and higher education institutions. Pricing offered under the National

Office DEPOT.

IPA program will be consistent with Office Depot's Pricing Commitment as defined in Office Depot's response to Section 2.2 of Exhibit A.



Office DEPOT.

Attachment 1
Dun & Bradstreet Report
Office Depot 08/26/10



Office DEPOT.

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Live Report: OFFICE DEPOT, INC.

8-01-08 10:20:11 AM
Headquarters: 6600 North Military Trl
Boca Raton, FL - 33496
661-438-4800

Address: 6600 North Military Trl
Boca Raton, FL - 33496
Phone: 661-438-4800
Fax:

Headquarters: www.officedepot.com
www.officedepot.com

Business: Kim O'Connell
kim.oconnell@officedepot.com

Company Summary

Stock Performance
OPP: 1.62 (8.41) (2.45%)
Previous Close: 3.72
Volume: 4571627.00
Daily High: 3.80
Daily Low: 3.60
52-Week High: 5.04.18
52-Week Low: 3.61
P/E: N/A
Market Cap: 998,971,580
EPS: -1.79
Div/Yield: 0.00

Days Beyond Terms Past 3 Months
Days Beyond Terms Past 3 Months
Days Beyond Terms Past 3 Months

Recent Demographic Events
Dollars-weighted average of 1622 payment experiences reported from 87 Companies

Total Amount Current & Past Due -12 Month Trend
Total Amount Current & Past Due -12 Month Trend

Office Depot, Inc. Overview
This is a headquarters location
Headquarters: 6600 North Military Trl
Boca Raton, FL - 33496
Phone: 661-438-4800
Fax:

Company Summary
Days Beyond Terms Past 3 Months
Days Beyond Terms Past 3 Months

Recent Demographic Events
Dollars-weighted average of 1622 payment experiences reported from 87 Companies

Total Amount Current & Past Due -12 Month Trend
Total Amount Current & Past Due -12 Month Trend

Currency: Shown In USD unless otherwise indicated

781004-177028271 157132-340627
 Office Depot from which deal was made
 201004-177028271 157132-340627
 U.S. Postal Service Deal with Office Depot
 201004-177028271 157132-340627
 Office Depot, To: Office US Postal Service
 201004-177028271 157132-340627
 Postal services available at Office Depot
 201004-177028271 157132-340627
 Office Depot from which deal was made
 201004-177028271 157132-340627
 USPS Service Deal With Retailer Office Depot
 201004-177028271 157132-340627
 Office Depot from which deal was made
 201004-177028271 157132-340627
 Office Depot from which deal was made
 201004-177028271 157132-340627
 U.S. Postal Service office deal with Office Depot
 201004-177028271 157132-340627
 Office Depot from which deal was made
 201004-177028271 157132-340627
 Retail Leases Wal-Mart, Lowe's, Office Depot
 201004-177028271 157132-340627

Powered by IntelliScan

Public Filings

The following data includes both open and closed cases filed with the USPTO database on this company.

Record Type	Number of Records	Filed Date
Applications	0	00/00/00
Patents	0	00/00/00
Trademarks	0	00/00/00
Copyrights	0	00/00/00
Other	0	00/00/00

This public record items contained herein may have been patently infringed or published prior to today's date.

SBRI Origination Lease Score

SBRI Origination Lease Score: **781**
 High Risk of serious delinquency over the next 12 months

SBRI Origination Card Score

SBRI Origination Card Score: **847**
 Moderate risk of serious delinquency over the next 12 months

SBRI Origination Loan Score

SBRI Origination Loan Score: **804**
 High Risk of serious delinquency over the next 12 months

Commentaries

- Delinquent past or present credit obligator (a)
- Proportion of satisfactory payment experience to total payment experience
- Industry classification

SBRI Score Flag: Self-Request Duns Support

Commentaries

- Proportion of satisfactory payment experience to total payment experience
- Proportion of revolving account balance revolving credit lines
- Number of revolving accounts

SBRI Score Flag: Self-Request Duns Support

Commentaries

- Length of time trade lines have been established
- Delinquent past or present credit obligator (b)
- Proportion of installment balances to installment amounts

Productive Boonie

Currency: Shown in USD unless otherwise N

Credit Capacity Summary

The credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the D&B Rating Key.

D&B Rating: **BAS**

Financial Strength SA indicates \$0 million and over. Composite credit approach 3 is fair.

Below is an overview of the company's rating history since 01-01-1991:

Rating: **15,144,407,000.00**
(Down by 11,17% from last year)

Number of Employees (Total): **41,000** (4,407 from 1991)

As of 1/9/90: **78,243,000**

Work: **1,000,000** (Down by 42.3% from last year)

Working Capital: **877,134,000**

Financial Health: **(Based on 871 companies)**

Advanced Risk Count: **374,000**

High Risk Count: **50,000,000**

Total Reported Growth: **877,674,700**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical adjustments, such as certain intangible assets.

D&B Credit Limit Recommendations

Conservative credit limit: **1,000,000**

Aggressive credit limit: **1,000,000**

LOW

Risk category for this business:

LOW

This recommended credit limit is based on the company's profile and on profiles of other companies with similarities in size, industry, and credit usage. Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limit. See Help for details.

Financial Stress Check Summary

The Financial Stress Score predicts the likelihood of a firm missing business without paying all creditors in full, or reorganization or voluntary liquidation over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data base. The Financial Stress Class of a firm shows that firm, with the class that a future rate of 0.54% (4 per 10,000), which is 1.73 times higher than the average of businesses in D & B's database.

Financial Stress Class: **4**

Financial Stress Class: **4**

(Lowest Risk); Highest Risk)

Indicates a high risk of severe financial stress, such as bankruptcy, over the next 12 months.

Probability of Failure:

• Annual Probability with Risk Class 4: **0.54%** (4 per 10,000)

• Financial Stress National Percentile: **1.5** (Highest Risk: 11; Lowest Risk: 100)

• Financial Stress Score: **2,421** (Highest Risk: 1,001; Lowest Risk: 1,879)

• Average of Businesses in D&B database: Risk %: **1.48** (4 per 10,000)

The Financial Stress Class of this individual is based on the following factors:

- Higher risk rating assigned by National Credit Rating Agency.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Low proportion of satisfactory payment experiences to total number of payment experiences.
- Negative change in net worth.
- CCC Rating reported.
- Existence of open liens.

Financial Stress Percentile Trend:

None

- The Financial Stress Class indicates that the firm shows some of the same business and financial characteristics of other companies with the classification. It does not mean that the firm will necessarily experience financial stress.
- The Financial Stress Class is based on the company's profile and on profiles of other companies with similarities in size, industry, and credit usage. Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limit. See Help for details.
- The Financial Stress National Percentile indicates the relative ranking of a company among all companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Address:

The Business: **15**

Region: **BOHMIAN/NE**

County: **BERKS/PA**

City: **POCONO**

State: **PA**

Zip: **18342**

Value Added: **11.4**

The Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

Case No.	Case Name	Case Type	Case Status	Case Date	Case Amount	Case Fee	Case Cost	Case Total	Case Date	Case Amount	Case Fee	Case Cost	Case Total
01
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100

Payments Detail Key: 00 - 30 or more days beyond terms
 Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Case Summary

The following case includes both open and closed filings filed in D&B's database on this company.

Account Type: 27CV10001353

Account Proceedings: Judgment

Case Name: OFFICE DEPOT, MINNEAPOLIS, MN

Case Amount: 1,000.00

Case Date: 06/21/10

Case Fee: 0.00

Case Cost: 0.00

Case Total: 1,000.00

Case Status: 06/21/10

Case Date: 02/01/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 07/23/10

Case Date: 06/21/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 06/21/10

Case Date: 02/01/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 07/23/10

Case Date: 06/21/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 06/21/10

Case Date: 02/01/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 07/23/10

Case Date: 06/21/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 06/21/10

Case Date: 02/01/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Case Status: 07/23/10

Case Date: 06/21/10

Case Amount: 0.00

Case Fee: 0.00

Case Cost: 0.00

Case Total: 0.00

Judgment entered
Status
DOCKET NO.
Judgment Type
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Judgment amount
Status
CASE NO.
Judgment Type
Against
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Status
CASE NO.
Judgment Type
Against
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Judgment amount
Status
DOCKET NO.
Judgment Type
Against
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Judgment amount
Status
DOCKET NO.
Judgment Type
Against
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Judgment amount
Status
CASE NO.
Judgment Type
Against
In favor of
Where filed

Date notice published
Date entered
Lapsed date Reached

Judgment amount

676.00
Unpaid

20060027068
Default Judgment
HUNTINGTON RE-INVESTORS LLC
ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

02/19/08
02/19/09
05/04/10

643
Unpaid
SC 003155 08
Judgment
OFFICE DEPOT, LIVINGSTON, NJ
KURZER RONALD, LIVINGSTON, NJ
ESSEX COUNTY SPECIAL CIVIL COURT/SMALL CLAIMS COURT, NEWARK, NJ

11/29/08
11/29/08
05/05/10

Unpaid
075330SC
Judgment
872 - OFFICE DEPOT, WARREN, MI
JAMES CLARK
MACOMB COUNTY DISTRICT COURT, 37-A, WARREN, MI

12/12/07
12/12/07
05/11/10

5.44
Unpaid
03-N-491
Judgment
OFFICE DEPOT, ALLENTOWN, PA
LEE SMITH
LEHIGH COUNTY PROTHONOTARY, ALLENTOWN, PA

06/18/03
06/18/03
05/05/10

5.00
Unpaid
01CV01203
Judgment
OFFICE DEPOT INC., TROTWOOD, OH
LEDFORD, PATRICIA
MONTGOMERY COUNTY COMMON PLEAS COURT, DAYTON, OH

01/08/02
01/08/02
05/04/10

1.54
Unpaid
01AG07397
Judgment
OFFICE DEPOT INC, LAS VEGAS, NV
NORMAN L THOMAS
CLARK COUNTY SMALL CLAIMS COURT-LAS VEGAS, LAS VEGAS, NV

11/28/01
11/28/01
05/04/10

5.00

Unfiled
 01501216
 Judgment
 OFFICE DEPOT INC, NORTHBRIDGE, CA
 DEVERMONT DENNIS H
 LOS ANGELES COUNTY SMALL CLAIMS SAN FERNANDO, SAN FERNANDO, CA
 05/22/01
 05/22/01
 05/04/10

SCS
 Self-Admitted
 Status
 CA# 103
 Plaintiff
 10501183
 BALSIN ALEX
 Defendant
 OFFICE DEPOT INC.
 Cause
 SMALL CLAIMS (LIMITED JURISDICTION)
 Where Filed
 LOS ANGELES COUNTY SMALL CLAIMS COURT/BEVERLY HILLS, BEVERLY HILLS, CA

Date Notice Attached
 07/06/10
 Date Filed
 07/06/10
 Last Info Received
 08/16/10
 Self-Admitted
 Status
 1,500
 Pending
 CA# 103
 Plaintiff
 RS 10500833
 ANDREW BERETVAS
 Defendant
 OFFICE DEPOT INC., EMERYVILLE, CA
 Cause
 UNFAIR BUSINESS PRACTICE
 Where Filed
 ALAMEDA COUNTY SMALL CLAIMS COURT/OAKLAND, OAKLAND, CA

Date Notice Attached
 03/20/10
 Date Filed
 03/20/10
 Last Info Received
 04/28/10
 Self-Admitted
 Status
 1,500
 Default without prejudice
 CA# 103
 Plaintiff
 CVSC102448
 KEVIN HERBERT
 Defendant
 OFFICE DEPOT, BOISE, ID
 Where Filed
 ADA COUNTY SMALL CLAIMS COURT, BOISE, ID

Date Notice Attached
 03/09/10
 Date Filed
 02/10/10
 Last Info Received
 06/22/10
 Self-Admitted
 Status
 10500008
 Defendant entered
 CA# 103
 Plaintiff
 EURELIAN MONICA ELISA
 Defendant
 OFFICE DEPOT INC., LA CRESCENTA, CA
 Cause
 SMALL CLAIMS (LIMITED JURISDICTION)
 Where Filed
 LOS ANGELES COUNTY SMALL CLAIMS COURT/GLENDALE, GLENDALE, CA

Date Notice Attached
 02/09/10
 Date Filed
 01/04/10
 Last Info Received
 08/08/10
 Self-Admitted
 Status
 202653646
 Plaintiff
 DIRENZO JOSEPH
 Defendant
 OFFICE DEPOT INC
 Where Filed
 PINELLAS COUNTY/SUMMARY COURT, CLEARWATER, FL

Date Notice Attached
 12/10/09
 Date Filed
 12/10/09
 Last Info Received
 05/10/10
 Self-Admitted
 Status
 CA# 103

CNFRS912483
 PHILIP D SALES
 OFFICE DEPOT INC, UPLAND, CA
 SAN BERNARDINO COUNTY SUPERIOR COURT, RANCHO CUCAMONGA, CA

Date notice obtained 11/09/09
 Date filed 11/09/09
 Latest info furnished 05/10/10

Statute Pending
 CASE NO. 1-09-04803
 Plaintiff ARMANDO DOMINGUEZ
 Defendant OFFICE DEPOT, INC. AND OTHERS
 Cause OTHER PERSONAL INJURY
 Where filed US FEDERAL DISTRICT COURT, CHICAGO, IL

Date notice obtained 08/12/09
 Date filed 08/12/09
 Latest info furnished 08/15/09

Statute
 FIDELITY 200900016915-001
 Plaintiff ARTEMIS PROPERTIES INC, BALTIMORE, MD
 Defendant OFFICE DEPOT INC, DELRAY BEACH, FL
 Cause Breach of contract
 Where filed BALTIMORE CITY DISTRICT COURT, BALTIMORE, MD

Date notice obtained 05/27/09
 Date filed 05/27/09
 Latest info furnished 05/10/10

Statute
 FIDELITY 200900016915-022
 Plaintiff POA ONE CHARLES CTR LTD PARTNERSHIP, BALTIMORE, MD
 Defendant OFFICE DEPOT INC, DELRAY BEACH, FL
 Cause Breach of contract
 Where filed BALTIMORE CITY DISTRICT COURT, BALTIMORE, MD

Date notice obtained 05/27/09
 Date filed 05/27/09
 Latest info furnished 05/10/10

Statute
 FIDELITY 669818
 Plaintiff BOBBY HAMILTON ETAL
 Defendant OFFICE DEPOT INC, BATON ROUGE, LA
 Where filed EAST BATON ROUGE PARISH DISTRICT COURT 19TH DISTRICT COURT, BATON ROUGE, LA

Date notice obtained 08/08/08
 Date filed 08/08/08
 Latest info furnished 05/05/10

If it is indicated that there are defendants other than the report subject, the branch may be an action to show title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Colander
 Type
 Sec. Party
 Order
 Filing No.
 Filed With
 Date filed
 Latest info furnished

Negotiable Instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
 Original
 A.T. CROSS COMPANY, LINCOLN, RI
 OFFICE DEPOT, INC., DELRAY BEACH, FL
 20092280771
 SECRETARY OF STATE/CC DIVISION, DOVER, DE
 2009-07-16
 08/13/09

Colander
 Type
 Sec. Party
 Order

Negotiable Instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
 Original
 JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
 OFFICE DEPOT DELAWARE OVERSEAS FINANCE NO. 1, LLC

Filing No.
Filed With
Date Filed
Latest Date Received

2008-03-26
SECRETARY OF STATE/UCC DIVISION, DOVER, DE
2008-03-26
10/22/08

Collateral
Type
Sec. Party
Debtor
Filing No.
Filed With
Date Filed
Latest Date Received

Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Original
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
OFFICE DEPOT, INC.
2008-03-26
SECRETARY OF STATE/UCC DIVISION, DOVER, DE
2008-03-26
10/22/08

Collateral
Type
Sec. Party
Debtor
Filing No.
Filed With
Date Filed
Latest Date Received

Negotiable instruments including proceeds and products - Account(s) including proceeds and products - General Intangibles(s) including proceeds and products - Contract rights including proceeds and products - and C
Original
KEY EQUIPMENT FINANCE, INC., LOUISVILLE, CO
OFFICE DEPOT, INC.
2008-03-26
SECRETARY OF STATE/UCC DIVISION, DOVER, DE
2008-03-26
04/01/08

Collateral
Type
Sec. Party
Debtor
Filing No.
Filed With
Date Filed
Latest Date Received

Negotiable instruments including proceeds and products - Account(s) including proceeds and products - General Intangibles(s) including proceeds and products - Contract rights including proceeds and products - and C
Original
STORAGETEK FINANCIAL SERVICES CORPORATION GYS UCC DEPT, SUPERIOR, CO
OFFICE DEPOT, INC.
2007-06-29
SECRETARY OF STATE/UCC DIVISION, DOVER, DE
2007-06-29
08/07/07

Collateral
Type
Sec. Party
Debtor
Filing No.
Filed With
Date Filed
Latest Date Received

Negotiable instruments and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - General Intangibles(s) and proceeds - and OTHERS
Original
CASE LOGIC, INC., LONGMONT, CO
OFFICE DEPOT, INC. VIKING, DELRAY BEACH, FL and OTHERS
5108777 8
SECRETARY OF STATE/UCC DIVISION, DOVER, DE
2005-04-06
05/04/05

Collateral
Type
Sec. Party
Debtor
Filing No.
Filed With
Date Filed
Latest Date Received
Original UCC Filing Date
Original Filing No.

Amendment
THULE ORGANIZATION SOLUTIONS, INC., LONGMONT, CO
OFFICE DEPOT, INC. and OTHERS
2008-04-17
05/14/08
2005-04-06
5105777 8
SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Collateral
Type
Sec. Party
Debtor
Filing No.

Accounts receivable and proceeds - General Intangibles(s) and proceeds - Equipment and proceeds
Original
CANON FINANCIAL SERVICES, MT LAUREL, NJ
OFFICE DEPOT INC, CAPE CORAL, FL
2010-06-16

SECRETARY OF STATE/UCC DIVISION, DOVER, DE

2010-01-07
01/09/10

Accounts receivable and proceeds - General Intangibles(s) and proceeds - Leased Equipment and proceeds

Original

CANON FINANCIAL SERVICES, MT LAUREL, NJ
OFFICE DEPOT INC, CAPE CORAL, FL
2008 2628917
SECRETARY OF STATE/UCC DIVISION, DOVER, DE

2009-06-17
06/21/09

Accounts receivable and proceeds - General Intangibles(s) and proceeds - Leased Equipment and proceeds

Original

CANON FINANCIAL SERVICES, MOUNT LAUREL, NJ
OFFICE DEPOT INC
2008 1600500
SECRETARY OF STATE/UCC DIVISION, DOVER, DE

2009-06-15
06/12/08

Accounts receivable and proceeds - General Intangibles(s) and proceeds - Leased Equipment and proceeds

Original

CANON FINANCIAL SERVICES, MOUNT LAUREL, NJ
OFFICE DEPOT INC, CAPE CORAL, FL
2008 1518873
SECRETARY OF STATE/UCC DIVISION, DOVER, DE

2008-06-01
06/29/08

There are additional UCCs in this file on this company available by contacting 1-800-334-3847. There may be additional such, liens, or judgments in public records in the U.S. Public Records Database. We created under your PIN for this contract. If you need the more information on the database, please contact the Customer Resource Center at 1-800-334-3847.

General Asset Activity

Activity summary

- Borrower (Divisor)
- Administrative Debt
- Contractor
- Grant/66
- Party excluded from federal program(s)

- NO
- YES
- NO
- NO

Possible conditions for non-participating program considerations

- Labour Supply Act
- Small Business
- 8(A) firm

- YES (2010)
- N/A
- N/A

The details provided in the Government Activity section are as reported by the federal government and other sources.

Special Events

Special Events

Special Events

According to published reports, comparative operating results for the 28 weeks ended June 26, 2010: Sales of \$5,771,445,000; Net Income of \$19,549,000; compared to Sales of \$6,049,405,000; Net Income of \$(138,196,000) for the comparable period in the prior year.

Special Events

According to published reports, a consent judgment issued on April 30, 2010, requires Office Depot to pay \$440,000 to settle allegations that the company had violated Missouri's anti-retaliation law. The company will pay \$320,000 in addition to \$120,000 in attorney fees. The company has filed a motion to set aside the judgment and is currently litigating the matter. The company has also filed a motion to set aside the judgment and is currently litigating the matter. The company has also filed a motion to set aside the judgment and is currently litigating the matter.

Special Events

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Special Events

Leases 655,000 sq. ft. in building.
 Suburban business section on well traveled street.
 This business has multiple branches, detailed branch/division information is available in D & B's linkage or family tree products.
 This business has multiple subsidiaries, detailed information is available in D & B's linkage or family tree products.

SIC & NAICS

Based on information in our file, D&B has assigned the company an extended 4-digit SIC. D&B's use of 4-digit SIC enables us to be more specific about a company's operations than if we use the standard 3-digit code. The 4-digit SIC numbers are to be described in the Occupational Safety & Health Administration (OSHA) Web site. Links open to a new browser window.

- 5111 2000 Stationery and office supplies
- 5112 9907 Office supplies, nec
- 5113 2000 Stationery and office supplies
- 5114 2000 Stationery and office supplies
- 5115 2000 Stationery and office supplies
- 5116 2000 Stationery and office supplies
- 5117 2000 Stationery and office supplies
- 5118 2000 Stationery and office supplies
- 5119 2000 Stationery and office supplies
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- 5121 2000 Stationery and office supplies
- 5122 2000 Stationery and office supplies
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- 5150 2000 Stationery and office supplies

- 43210 Office Supplies and Stationery Stores
- 43211 Stationery and Office Supplies Merchant Wholesale
- 43212 Stationery and Office Supplies Merchant Wholesale
- 43213 Stationery and Office Supplies Merchant Wholesale
- 43214 All Other Merchandise to Store Markets (except Tobacco Stores)
- 43215 Other Equipment Merchant Wholesale
- 43216 Other Equipment Merchant Wholesale
- 43217 Other Equipment Merchant Wholesale
- 43218 Computer and Software Stores
- 43219 Computer and Software Stores
- 43220 Computer and Software Stores
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- 43225 Computer and Software Stores
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- 43248 Computer and Software Stores
- 43249 Computer and Software Stores
- 43250 Computer and Software Stores

Supply

06710 Account(s) averages medium 3 figures. Account open over 10 years.

APRIL 2010: On September 26, 2008, the company entered into a Credit Agreement with a group of lenders, which provides for an asset based, multi-currency revolving credit facility of up to \$1.25 billion. The amount that can be drawn on the Facility at any given time is determined by certain accounts receivable, inventory and credit card receivables.

At December 26, 2009, the company was eligible to borrow approximately \$972 million of the Facility based on the December borrowing base certificate. The Facility includes a sub-facility of up to \$250 million which is available to certain of the company's European subsidiaries. Certain of the company's domestic subsidiaries guarantee the obligations under the Facility. The Agreement also provides for a letter of credit sub-facility of up to \$400 million. All loans borrowed under the Agreement may be borrowed, repaid and reborrowed from time to time and the event that the company's existing 6.25% Senior Notes are not repaid, then February 15, 2013, on which date the Facility matures.

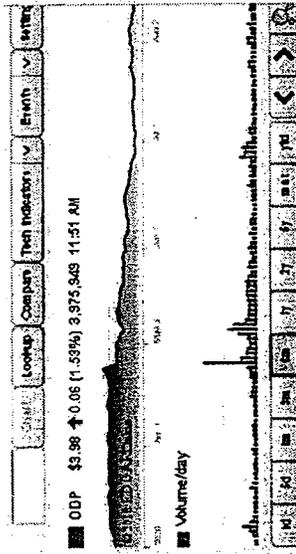
All amounts borrowed under the Facility, as well as the obligations of the Domestic Guarantors, are secured by a lien on the company's and such Domestic Guarantors' accounts receivables, inventory, cash and deposit accounts. All amounts borrowed by the European Borrowers are secured by a lien on such European Borrowers' accounts receivable, inventory, cash and deposit accounts, as well as certain other assets.

At December 26, 2009, the company had approximately \$726.1 million of available credit under the Facility. At December 26, 2009, there were no borrowings outstanding under the Facility and there were letters of credit outstanding under the Facility totaling approximately \$146.4 million of letters of credit were outstanding under separate agreements. Average borrowings under the Facility from December 27, 2008 to June 27, 2009 were approximately \$180 million at an average interest rate of 3.92%. There were no borrowings under the asset based credit facility in 2009.

In addition to the borrowings under the Facility, there was short-term borrowings of \$44.1 million. These borrowings primarily represent outstanding balances under various local currency credit facilities for international subsidiaries that had an effective interest rate at the end of the year

Financials

Stock Performance



Company Financials: 04

2011-04-14

Three-year Statement Comparison

	2009	2008	2007
Current Assets	3,112,174	3,112,174	3,112,174
Current Liabilities	2,974,418	2,974,418	2,974,418
Working Capital	137,756	137,756	137,756
Other Assets	1,444,728	1,444,728	1,444,728
Other Liabilities	1,188,206	1,188,206	1,188,206
Equity	2,023,844	2,023,844	2,023,844
Debt	16,277,237	16,277,237	16,277,237
Assets	3,112,174	3,112,174	3,112,174
Liabilities	2,974,418	2,974,418	2,974,418
Equity	137,756	137,756	137,756
Assets	3,112,174	3,112,174	3,112,174
Liabilities	2,974,418	2,974,418	2,974,418
Equity	137,756	137,756	137,756

(In Thousands)
 Dividend Income 26,616
 Dividend Income 20,325
 Interest Expense 54,000
 Dividend Income 48,310
 Dividend Income 33,071
 Cash Paid (Recd) On 41,583

Company Financials (continued)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 28 2009	Fiscal Consolidated Dec 27 2008	Fiscal Consolidated Dec 29 2007
ASSETS			
Current Assets			
Short Term Investments	UN	UN	UN
Cash and Cash Equivalents	659,898,000.00	195,745,000.00	222,884,000.00
Inventory	1,252,929,000.00	1,331,690,000.00	1,717,662,000.00
Net Trade Receivables	1,137,797,000.00	1,451,927,000.00	1,831,843,000.00
Other Current Assets	155,705,000.00	183,122,000.00	143,235,000.00
Total Current Assets	3,906,529,000.00	3,122,587,000.00	3,718,774,000.00
Fixed Assets	1,277,665,000.00	1,657,201,000.00	1,588,958,000.00
Long term Investments	UN	UN	UN
Intangible Assets	25,333,000.00	28,511,000.00	107,987,000.00
Goodwill	19,431,000.00	19,431,000.00	1,282,457,000.00
Deferred Asset Charges	81,706,000.00	UN	UN
Accumulated Amortization	UN	UN	UN
Other Assets	279,882,000.00	540,795,000.00	661,424,000.00
Total Assets	4,910,349,000.00	5,399,224,000.00	7,286,540,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	2,469,980,000.00	2,433,812,000.00	2,765,420,000.00
Short Term And Current Long Term Debt	59,845,000.00	191,832,000.00	207,896,000.00
Other Current Liabilities	UN	UN	UN
Total Current Liabilities	2,429,205,000.00	2,625,744,000.00	2,973,316,000.00
Long Term Debt	662,740,000.00	688,788,000.00	697,482,000.00
Deferred Long Term Liability Charges	654,851,000.00	665,661,000.00	676,254,000.00
Minority Interest	2,827,000.00	4,883,000.00	15,664,000.00
Negative Goodwill	UN	UN	UN
Misc Stocks Warrants Options	0.00	UN	UN
Other Liabilities	UN	UN	UN
Total Liabilities	3,748,623,000.00	3,985,278,000.00	4,172,696,000.00
SHAREHOLDERS' EQUITY			
Common Stock	2,897,000.00	2,898,000.00	4,218,000.00
Preferred Stock Amount	UN	UN	UN
Capital Surplus	1,183,167,000.00	1,194,822,000.00	1,794,184,000.00
Retained Earnings	490,196,000.00	627,000.00	3,763,026,000.00
Treasury Stock	87,753,000.00	87,941,000.00	2,984,348,000.00
Other Equity	238,378,000.00	217,197,000.00	486,918,000.00
Total Equity	786,415,000.00	1,352,950,000.00	3,083,844,000.00

Income Statement

Period Ending	Fiscal Consolidated Dec 28 2009	Fiscal Consolidated Dec 27 2008	Fiscal Consolidated Dec 29 2007
Sales (Revenue)	12,144,467,000.00	14,458,544,000.00	15,827,537,000.00
Cost of Revenue	8,152,283,000.00	10,489,785,000.00	11,024,639,000.00
Gross Profit	3,992,184,000.00	4,005,768,000.00	4,502,898,000.00
Operating Expenses			
Research and Development	UN	UN	UN
Sales And General Admin	3,831,014,000.00	4,066,936,000.00	4,026,790,000.00
Non Recurring Expenses	26,175,000.00	1,494,864,000.00	7,483,000.00
Other Operating Items	UN	UN	UN
Operating Income	-865,005,000.00	-1,545,841,000.00	485,601,000.00
Total Other Income and Expenses Net	19,491,000.00	35,744,000.00	36,112,000.00
Earnings Before Interest and Taxes	-246,524,000.00	-1,509,297,000.00	521,713,000.00
Interest Expense	65,628,000.00	89,286,000.00	63,060,000.00
Earnings Before Tax	-312,152,000.00	-1,577,950,000.00	458,653,000.00
Income Tax Expense	287,672,000.00	-88,646,000.00	63,018,000.00

	UN	UN	UN
Equity Earnings or Loss			
Minority Interest Expense	-2,239,000.00		
Net Income From Continuing Operations	-498,485,000.00	-1,478,939,000.00	395,815,000.00
Discontinued Operations			
Extraordinary Items			
Effect of Accounting Changes			
Other Items			
Net Income	-498,485,000.00	-1,478,939,000.00	395,815,000.00
Preferred Stocks & Other Adjustments			
Net Income Applicable to Common Shares	-498,485,000.00	-1,478,939,000.00	395,815,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 27 2009	Fiscal Consolidated Dec 27 2008	Fiscal Consolidated Dec 29 2007
Operating Activities			
Depreciation	224,115,000.00	254,098,000.00	211,363,000.00
Net Income Adjustments	1,505,524,000.00	1,505,524,000.00	89,425,000.00
Changes in Liabilities	16,408,000.00	-178,854,000.00	-176,921,000.00
Changes in Accounts Receivables	128,131,000.00	133,182,000.00	26,909,000.00
Changes in Inventories	37,583,000.00	249,849,000.00	-181,685,000.00
Changes in Other Operating Activities	28,185,000.00	-16,385,000.00	-12,342,000.00
Net Cash Flows - Operating Activities	298,419,000.00	469,256,000.00	411,385,000.00
Financing Activities			
Dividends Paid			
Sale and Purchase of Stock	324,836,000.00	-441,000.00	-181,469,000.00
Net Borrowings	-151,542,000.00	-185,889,000.00	171,121,000.00
Other Cash Flows from Financing Activities		80,000.00	18,286,000.00
Effect of Exchange Rate	9,089,000.00	-10,545,000.00	2,616,000.00
Net Cash Flows - Financing Activities	172,294,000.00	-186,254,000.00	7,568,000.00
Investing Activities			
Capital Expenditures	-130,847,000.00	-368,612,000.00	-480,571,000.00
Investments	6,027,000.00		
Other Cash Flows from Investing Activities	156,168,000.00	29,945,000.00	86,046,000.00
Net Cash Flows - Investing Activities	26,321,000.00	-338,667,000.00	-372,525,000.00
Change in Cash and Cash Equivalents	604,163,000.00	-47,239,000.00	49,402,000.00

Financial Ratios

Period Ending	Fiscal Consolidated Dec 28 2009	Fiscal Consolidated Dec 27 2008	Fiscal Consolidated Dec 29 2007
Return on Sales Ratio (%)	0.00	-0.11	0.04
Return on Net Worth Ratio (%)	0.04	-1.18	0.19
Current Ratio	1.32	1.19	1.25
Quick Ratio	0.80	0.68	0.67
Current Liabilities to Inventory	1.94	1.97	1.73
Return on Assets Ratio (%)	0.01	-0.31	0.09
Accounts Payable/Sales	0.20	0.17	0.18
Cash Ratio	UN	UN	UN
Gross Margin	0.28	0.28	0.28
Operating Margin	-0.02	-0.11	0.00
Pre-Tax Margin	-0.03	-0.10	0.00
Profit Margin	-0.05	-0.10	0.03
Pre-Tax ROE	-0.40	-1.18	0.15
After Tax ROE	-0.76	-1.08	0.13

Non-IFRS Ratios
The Stock Priced as per Litmas from BGM online

Company Financials (not audited)

Balance Sheet	Q2	Q1	Q4
Quarter Ending	Jun 28 2010	Mar 27 2010	Dec 28 2009
ASSETS			
Current Assets	UN	UN	UN
Short Term Investments	577,840,000.00	653,299,000.00	659,893,000.00
Cash and Cash Equivalents			

Inventory	1,176,018,000.00	1,142,478,000.00	1,295,899,000.00
Net Trade Receivables	644,582,000.00	1,028,898,000.00	1,137,797,000.00
Other Current Assets	160,610,000.00	150,317,000.00	168,706,000.00
Total Current Assets	2,681,650,000.00	2,985,822,000.00	3,206,523,000.00
Fixed Assets	1,200,951,000.00	1,216,772,000.00	1,277,665,000.00
Long Term Investments	UN	UN	UN
Intangible Assets	22,782,000.00	24,068,000.00	26,333,000.00
Goodwill	18,431,000.00	19,431,000.00	19,431,000.00
Deferred Asset Charges	60,818,000.00	76,824,000.00	81,706,000.00
Accumulated Amortization	UN	UN	UN
Other Assets	326,710,000.00	292,246,000.00	276,882,000.00
Total Assets	4,820,142,000.00	4,824,891,000.00	4,990,349,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	2,126,485,000.00	2,163,182,000.00	2,368,360,000.00
Short Term And Current Long Term Debt	56,168,000.00	58,128,000.00	69,846,000.00
Other Current Liabilities	UN	UN	UN
Total Current Liabilities	2,182,653,000.00	2,221,310,000.00	2,438,206,000.00
Long Term Debt	656,955,000.00	661,04,000.00	682,740,000.00
Deferred Long Term Liability Charges	593,054,000.00	615,300,000.00	654,651,000.00
Minority Interest	4,191,000.00	4,689,000.00	2,827,000.00
Negative Goodwill	UN	UN	UN
Misc Stocks Warrants Options	0.00	0.00	0.00
Other Liabilities	UN	UN	UN
Total Liabilities	3,446,943,000.00	3,503,393,000.00	3,748,623,000.00
SHAREHOLDER'S EQUITY			
Common Stock	2,819,000.00	2,814,000.00	2,807,000.00
Preferred Stock Amount	UN	UN	UN
Capital Surplus	1,187,301,000.00	1,189,611,000.00	1,193,167,000.00
Retained Earnings	-570,215,000.00	-560,727,000.00	-630,196,000.00
Treasury Stock	57,733,000.00	57,733,000.00	57,733,000.00
Other Equity	155,148,000.00	201,474,000.00	238,379,000.00
Total Equity	1,717,960,000.00	1,716,439,000.00	1,786,415,000.00

Income Statement	Q2	Q1	Q4
Quarter	Jun 26 2010	Mar 27 2010	Dec 28 2009
Quarter Ending			
Sales (Revenue)	2,689,475,000.00	3,071,970,000.00	3,065,856,000.00
Cost of Revenue	1,932,787,000.00	2,168,239,000.00	2,208,104,000.00
Gross Profit	756,688,000.00	913,731,000.00	857,751,000.00
Operating Expenses	UN	UN	UN
Research and Development	794,294,000.00	858,223,000.00	905,339,000.00
Sales And General Admin	UN	UN	28,175,000.00
Non Recurring Expense	UN	UN	UN
Other Operating Items	UN	UN	UN
Operating Income	-27,606,000.00	55,502,000.00	-73,823,000.00
Total Other Income and Expense Net	5,124,000.00	6,696,000.00	11,323,000.00
Earnings Before Interest and Taxes	-22,472,000.00	62,198,000.00	-62,500,000.00
Interest Expense	16,639,000.00	17,776,000.00	13,723,000.00
Earnings Before Tax	-39,111,000.00	44,422,000.00	-76,223,000.00
Income Tax Expense	-29,372,000.00	16,127,000.00	-14,740,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	-926,000.00	-228,000.00	137,000.00
Net Income From Continuing Operations	-3,445,000.00	28,498,000.00	-61,820,000.00
Discontinued Operations	UN	UN	UN
Extraordinary Items	UN	UN	UN
Effect of Accounting Changes	UN	UN	UN
Other Items	0.00	0.00	0.00
Net Income	-9,488,000.00	28,498,000.00	-61,820,000.00
Preferred Stocks & Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	-18,698,000.00	19,990,000.00	-76,769,000.00

\$ in millions of Cash Flow

Quarter	Q2	Q1	Q4
Quarter Ending	Jun 28 2010	Mar 27 2010	Dec 28 2009
Operating Activities			

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Depreciation	50,878,000.00	52,702,000.00	62,350,000.00
Net Income Adjustments	15,778,000.00	12,185,000.00	135,166,000.00
Changes in Liabilities	UN	UN	15,408,000.00
Changes in Accounts Receivables	UN	UN	128,131,000.00
Changes in Inventories	UN	UN	-19,807,000.00
Changes in Other Operating Activities	UN	UN	-228,474,000.00
Net Cash Flows - Operating Activities	-20,368,000.00	-41,563,000.00	23,281,000.00
Financing Activities	UN	UN	UN
Dividends Paid	367,000.00	-482,000.00	2,000.00
Sale and Purchase of Stock	-58,000.00	-2,789,000.00	-3,981,000.00
Net Borrowings	UN	UN	UN
Other Cash Flows from Financing Activities	UN	UN	UN
Effect of Exchange Rate	-8,185,000.00	-15,219,000.00	-2,707,000.00
Net Cash Flows - Financing Activities	-6,168,000.00	-5,444,000.00	-3,969,000.00
Investing Activities	UN	UN	UN
Capital Expenditures	-41,782,000.00	-41,440,000.00	-58,780,000.00
Investments	-4,000	UN	UN
Other Cash flows from Investing Activities	-8,976,000.00	13,770,000.00	1,187,000.00
Net Cash Flows - Investing Activities	-48,758,000.00	-27,670,000.00	-55,603,000.00
Change in Cash and Cash Equivalents	-89,488,000.00	-3,401,000.00	-32,988,000.00

Financial Ratios	Q2	Q1	Q4
Quarter	Jun 28 2010	Mar 27 2010	Dec 28 2009
EOGA			
Return on Sales Ratio (%)	-0.02	0.03	-0.02
Return on Net Worth Ratio (%)	-0.05	0.07	-0.07
Current Ratio	1.30	1.34	0.80
Quick Ratio	0.77	0.83	0.32
Current Liabilities to Inventory	1.66	1.56	1.89
Return on Assets Ratio (%)	-0.01	0.02	-0.02
Accounts Payable/Sales	0.79	0.70	0.77
Cash Ratio	UN	UN	UN
Gross Margin	0.28	0.30	0.28
Operating Margin	-0.01	0.02	-0.02
Pre-Tax Margin	0.00	0.01	-0.02
Profit Margin	-0.05	0.06	-0.10
Pre-Tax ROE	-0.01	0.04	-0.08
After Tax ROE			

Required by EOGA Rule
The Debt is Provided as per License from EOGA with

Statement Updates

Account	12/31/09	3/31/10	6/30/10	9/30/10	12/31/10
Assets					
Cash	177,840	54,841	54,841	54,841	54,841
Accounts Receivable	1,178,011	1,178,011	1,178,011	1,178,011	1,178,011
Inventory	18,810	18,810	18,810	18,810	18,810
Prepaid Exp & Other Current Liab	2,838,050	2,838,050	2,838,050	2,838,050	2,838,050
Current Assets	4,212,711	4,212,711	4,212,711	4,212,711	4,212,711
PP&E	1,200,331	1,200,331	1,200,331	1,200,331	1,200,331
Goodwill	18,001	18,001	18,001	18,001	18,001
Other Intangible Assets	21,792	21,792	21,792	21,792	21,792
Deferred Income Taxes	52,813	52,813	52,813	52,813	52,813
Other Assets	325,710	325,710	325,710	325,710	325,710
Total Assets	6,239,358	6,239,358	6,239,358	6,239,358	6,239,358
Liabilities					
Accounts Payable	4,326,115	4,326,115	4,326,115	4,326,115	4,326,115
Accrued Liabilities	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Total Liabilities	5,426,115	5,426,115	5,426,115	5,426,115	5,426,115
Equity	813,243	813,243	813,243	813,243	813,243
Common Stock	813,243	813,243	813,243	813,243	813,243
Retained Earnings	0	0	0	0	0
Total Equity	813,243	813,243	813,243	813,243	813,243

From 12/31/2009 to 3/31/2010: net income before taxes \$1,304,000; Federal Income tax \$144,000; other income tax \$14,500; net income \$1,145,500.
From 3/31/2010 to 6/30/2010: net income before taxes \$1,174,000; Federal Income tax \$127,000; other income tax \$11,000; net income \$1,036,000.
From 6/30/2010 to 9/30/2010: net income before taxes \$1,180,000; Federal Income tax \$130,000; other income tax \$12,000; net income \$1,038,000.
From 9/30/2010 to 12/31/2010: net income before taxes \$1,180,000; Federal Income tax \$130,000; other income tax \$12,000; net income \$1,038,000.

Adjusted Financial Data

Account	12/31/09	3/31/10	6/30/10	9/30/10	12/31/10
Assets					
Cash	177,840	54,841	54,841	54,841	54,841
Accounts Receivable	1,178,011	1,178,011	1,178,011	1,178,011	1,178,011
Inventory	18,810	18,810	18,810	18,810	18,810
Prepaid Exp & Other Current Liab	2,838,050	2,838,050	2,838,050	2,838,050	2,838,050
Current Assets	4,212,711	4,212,711	4,212,711	4,212,711	4,212,711
PP&E	1,200,331	1,200,331	1,200,331	1,200,331	1,200,331
Goodwill	18,001	18,001	18,001	18,001	18,001
Other Intangible Assets	21,792	21,792	21,792	21,792	21,792
Deferred Income Taxes	52,813	52,813	52,813	52,813	52,813
Other Assets	325,710	325,710	325,710	325,710	325,710
Total Assets	6,239,358	6,239,358	6,239,358	6,239,358	6,239,358
Liabilities					
Accounts Payable	4,326,115	4,326,115	4,326,115	4,326,115	4,326,115
Accrued Liabilities	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Total Liabilities	5,426,115	5,426,115	5,426,115	5,426,115	5,426,115
Equity	813,243	813,243	813,243	813,243	813,243
Common Stock	813,243	813,243	813,243	813,243	813,243
Retained Earnings	0	0	0	0	0
Total Equity	813,243	813,243	813,243	813,243	813,243

From 12/31/2009 to 3/31/2010: net income before taxes \$1,304,000; Federal Income tax \$144,000; other income tax \$14,500; net income \$1,145,500.
From 3/31/2010 to 6/30/2010: net income before taxes \$1,174,000; Federal Income tax \$127,000; other income tax \$11,000; net income \$1,036,000.
From 6/30/2010 to 9/30/2010: net income before taxes \$1,180,000; Federal Income tax \$130,000; other income tax \$12,000; net income \$1,038,000.
From 9/30/2010 to 12/31/2010: net income before taxes \$1,180,000; Federal Income tax \$130,000; other income tax \$12,000; net income \$1,038,000.

Order-shipped savings of \$402 payment
 Comparison reported from 17 companies

Debit/credit items last 12 months from Aug 09 to Jul 10

7x

Status	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10
Placed for collection												
Back debt written off	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800

Total Account Current and Paid Due - 12 months from Aug 09 to Jul 10

7x

Status	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10
Total	172,506,881	217,372,324	207,509,995	215,108,113	206,638,108	210,841,243	185,443,618	180,306,175	163,475,134	192,228,031	186,778,688	168,347,081
Current	168,919,480	214,845,384	204,088,728	213,038,133	206,354,328	206,523,413	181,468,958	177,127,741	161,064,830	189,397,107	182,041,316	137,680,880
1-30 Days Past Due	3,041,171	1,233,883	2,016,445	1,516,683	-1,063,632	3,562,351	1,841,536	833,068	-309,074	638,437	1,681,717	-460,388
31-60 Days Past Due	77,866	427,354	603,150	-103,302	650,476	670,896	553,625	1,254,800	1,700,617	1,534,978	1,907,479	282,939
61-90 Days Past Due	88,222	302,076	414,523	196,371	160,203	740,215	365,054	463,283	160,637	371,882	415,462	257,722
91+ Days Past Due	378,182	473,627	405,749	460,228	828,553	346,889	834,850	627,294	852,424	415,827	730,145	608,822

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Systems Furniture, Free – Standing Furniture, File Systems/Equipment,
Related Products and Services
Executive Summary

Lead Agency: County of DuPage, IL
RFP Issued: October 19, 2010
Date Open: December 8, 2010

Solicitation: RFP P10-004
Pre-Proposal Date: November 3, 2010
Proposals Received: 4

The County of DuPage, IL Department of Procurement issued RFP P10-004 on October 19, 2010 to establish a national cooperative contract for systems furniture, freestanding furniture, file system and equipment, and related products and services.

Notice of the solicitation was advertised in the following:

- County of DuPage Illinois Department of Procurement website
- Onvia DemandStar
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State – SC
- News Tribune – WA
- National IPA website

On December 8, 2010 proposals were received from the following offerors:

- Kimball Office
- National Office Furniture
- Office Depot
- Richard Wilcox Incorporated (Aurora Storage Products)

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited all proposers to participate in an interview. Following the interviews, requests for revised offers were sent to the offerors.

The evaluation committee evaluated the revised offers, interviews and the relative strengths and weaknesses of each proposal with regard to the evaluation criteria established in the RFP. As a result, the committee recommended entering negotiations with the intent to award a contract to Kimball Office, National Office Furniture, Office Depot for HON and Richard Wilcox Incorporated for Aurora Storage Products. The County of DuPage, National IPA and the offerors successfully negotiated contracts, the County of DuPage passed the resolutions on February 22, 2011 with a contract effective dates of April 1, 2011.

Contract includes: Systems, freestanding, seating, filing, tables, and related equipment and support services such as design and installation.

Term:

Initial three year agreement from April 1, 2011 through March 31, 2014, with option to renew for two (2) additional one-year periods through March 31, 2016.

Pricing/Discount:

Discount off list price for the entire HON line as outlined below:

HON Product - Standard Delivery Lead Times			
Customer Purchase (@ List)	Loading Dock	Inside Door	Installed
\$1 - \$99,999	56.50%	53%	50%
\$100,000 - \$249,999	58.30%	56%	52%
\$250,000 - \$499,999	61%	57%	53%
\$500,000+	Negotiable	Negotiable	Negotiable
HON Daily 10 - Project Ready - Quick Ship			
Customer Purchase (@ List)	Loading Dock	Inside Door	Installed
\$1 - \$174,999	58.20%	55%	52%

Additional service costs and other exceptions/options are included in the award.
Please refer to the agreement documentation.

Ordering/Delivery/Installation:

Office Depot nationwide will assist with selection, specification, delivery and installation of HON solutions.

Additional Charges

Additional Charges May Apply for	
If there are other conditions that would increase additional charges, it is applicable as well and the new total will be based on the Service percentages should be expressed as an additional percent of the total product's value.	
Service	Percent of Part/Labor Hour/Additional Charge
Inside Delivery-Upper Levels Non-Seating	8% of list price for non-union labor (loading dock and elevator access)
Inside Delivery-Upper Levels Seating	6% of list price for non-union labor (loading dock and elevator access)
Union & Prevailing Wage Non Seating	12% of list price for Union & Prevailing Wage (loading dock and elevator access)
Union & Prevailing Wage Seating	10% of list price for Union & Prevailing Wage (loading dock and elevator access)
Major Metro Market and Upper Floor Installation	6% of list price for non-union labor (loading dock and elevator access)
Installation outside of a 50 mile range of a the servicing dealer	8% of list price for non-union labor (loading dock and elevator access)

Supplemental Services

Supplemental Services	
If there are other supplemental services that the proponent may want to offer, please list and include the charge or labor hour for the services.	
Service	Rate/Labor Hour/Charge
Project Management Services	
Furniture Project Management	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Furniture Project Coordination	No Charge
Reconfiguration Services	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Design (outside of standard services)	\$65.00 per man hour for Non-Union
Strategic Planning Services	
Occupancy Planning Services	
Occupancy Planner	Price Per Project
CAD Drafter	NA
Build Out Project Management Services	NA
Fixtures, Furniture and Equipment Management Services	NA
Move Services	Price Per Project
A) Scope of our Strategic Planning Service are intended to provide assistance in space-use analysis, including: Space Optimization (restacking plan), consolidation study and Furniture Standards.	

Discount Structure Response

			65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%
Seating														
Web/Venue	Cave Illumination Mixer Riser Riser Upholstered 2000 Series Bays	Nucleus 70 Acoustical 6000 Vet 7700 Series Variable Seating				See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	58.7%	56%	53%	51%	47%	43%
Executive Conference	Park Avenue Collection Alura Rama Lacina Bays	Card Angus Convergence 6000 Series 9000 Series	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Specialty	1200 Series Upholstered	Pyramit 2140r	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Guest Public Spaces	Covers Jelly Inkblot Sculpture Entry	Luna Cantile Versant Bays	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Seating/Waiting	Pyramit Cover Backer	Open Seating Puffery Bays	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Seating/Tables														
	Pyramit Backer Open Hospitality	Acropolis Luna Sculpture Bays	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Seating														
Venue	Arks Park Avenue Collection Rama	Armosa Pavilions	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Laminates	Park Avenue Collection Alura 1000 Series 1600 Series	Valis 1000 Series 16 Series	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Event	3000 Series Luna Classic Series	Waves 3000 Series	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Tables														
Training	Modular Multi-purpose Height Training 2120r/2140r Executive Roundtable Multi-Purpose Tables	Adjustable The Pyramit Tables	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Conferences	Yama Tables Tables	Lambert	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
All Purpose	Lobby Tables	Occasional Tables	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Hospitality	Bar stools		64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Executive	Executive Accompany Tables Executive Communication Support	Executive Tables Executive Tables	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Filing/Storage														
	Flipping Kiosk Bays	Equipe Vertical Flies	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Resident Hall Furniture														
			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Systems														
	Video Wall Empire 2	Video Segmented Panels Absorb Mount	64.5%	62%	60%	See NON DAILY 10- for available products	See NON DAILY 10- for available products	See NON DAILY 10- for available products	56.7%	54%	52%	51%	47%	43%
Movable Wall Systems														
			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Additional Charges

Additional Charges (May 7, 1995 to)	
If there are other conditions that could cause additional charges to be applied, please indicate a condition that will be a basis for such additional charges. It will be expressed as a condition in the contract documents.	
Service	Percentage of Total Labor Hours/Additional Charges
Inside Delivery-Upper Levels Non-Seating	8% of list price for non-union labor (loading dock and elevator access)
Inside Delivery-Upper Levels Seating	8% of list price for non-union labor (loading dock and elevator access)
Union & Prevailing Wage Non Seating	12% of list price for Union & Prevailing Wage (loading dock and elevator access)
Union & Prevailing Wage Seating	10% of list price for Union & Prevailing Wage (loading dock and elevator access)
Major Metro Market and Upper Floor Installation	6% of list price for non-union labor (loading dock and elevator access)
Installation outside of a 50 mile range of a the servicing dealer	8% of list price for non-union labor (loading dock and elevator access)

Supplemental Services

Supplemental Services	
There are other supplemental services that the proponent may want to include and what the charge for each would be for the service.	
Service	Per Labor Hour Charge
Project Management Services	
Furniture Project Management	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Furniture Project Coordination	No Charge
Reconfiguration Services	\$65.00 per man hour for Non-Union/Non-Prevailing Wage
Design (outside of standard services)	\$65.00 per man hour for Non-Union
Strategic Planning Services	
Occupancy Planning Services	
Occupancy Planner	Price Per Project
CAD Drafter	NA
Build Out Project Management Services	NA
Fixtures, Furniture and Equipment Management Services	NA
Move Services	Price Per Project
A) Scope of our Strategic Planning Service are intended to provide assistance in space-use analysis, including: Space Optimization (restacking plan), consolidation study and Furniture Standards.	

CONTRACT NO. 11-84-2787

EXHIBIT "B"
VENDOR'S PROPOSAL

Office DEPOT

FTAM - Sales Quote

Prepared By: LAURA NOBLES

Quote #: 061312LN0400

Acct #: 55065539

Contact Name: _____

Phone #: _____

Fax #: _____

BILL TO:		SHIP TO:	
Customer Name: COOK COUNTY	Address ID: _____	Seq: _____	
Address:	Address: 2323 S ROCKWELL		
City, State, Zip	City, State, Zip CHICAGO, IL 60608		

	Mfg	SO	Model # / SKU	Description	Qty	List Price	Sell Price	Ext Sell
1	OFM	*	409	BIG AND TALL CHAIR NO ARMS	400	\$433.00	\$150.62	\$60,248.00
2				FABRIC: GREY, TEAL WINE				\$0.00
3				NAVY OR BLACK				\$0.00
4								\$0.00
5				LEAD-TIME: 10-12 WEEKS				\$0.00
6								\$0.00
7				"DROP SHIPPED/NOT INSTALLED"				\$0.00
8								\$0.00
9				(65.215 % OFF LIST PRICE)				\$0.00
10								\$0.00
11	WALTEK	*	FABRICATION	LABOR TO MEET THE TRUCK	1		\$2,500.00	\$2,500.00
12				UNLOAD & BRING THE CHAIRS				\$0.00
13				INSIDE, NOT INSTALLATION				\$0.00
14				*DURING NORMAL BUSINESS HOURS				\$0.00
15								\$0.00
16								\$0.00
17								\$0.00
18								\$0.00
19								\$0.00
20								\$0.00
21								\$0.00
22								\$0.00
23								\$0.00
24								\$0.00
25								\$0.00
26								\$0.00
27								\$0.00
28								\$0.00
29								\$0.00
30								\$0.00

* SO - DENOTES SPECIAL ORDER PRODUCT
 * SPECIAL ORDER PRODUCT IS NON-RETURNABLE
 * SPECIAL ORDERS CAN NOT BE CANCELLED
 * OD STOCK PRODUCT WILL BE DELIVERED AND INVOICED
 SEPERATELY FROM SPECIAL ORDER PRODUCT

Product Total:	\$62,748.00
Inbound Freight/Fuel Charge	\$0.00
OD Delivery Fee:	\$0.00
Installation:	\$0.00
Quote Total: (Page 1 & 2)	\$62,748.00
(Does not include any applicable taxes)	

Comments: _____

Customer Acceptance Signature:

Date:

CONTRACT NO. 11-84-2787

EXHIBIT "C"
EVIDENCE OF INSURANCE

Office DEPOT

To whom it may concern:

RE: Office Depot, Inc. Evidence of insurance

Office Depot, Inc's Evidence / Memorandum of Insurance is available at the below link.
Just connect to the link and enter the certificate key / password indicated.

Property:

Website: <https://www.lockton.com/netcert2/key/internetkey.aspx>

Certificate Key: E10M03691L8905V655658

Liability:

Website :<https://aonline.aon.com>

Login: MOIODLiability

Password:ODLiab22 (password is case-sensitive)

You may review, download, copy and print the Electronic evidence of Insurance
Coverage to which you have been provided access.

Sincerely,



Office Depot



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED OFFICE DEPOT INC. & SUBSIDIARIES 6600 N. Military Trail Boca Raton FL 33496-2434 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE Property & Casualty Insurance Co.		20699
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570045164477** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XSLG25534207 SIR applies per policy terms & conditions	11/01/2011	11/01/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$350,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$15,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							SIR	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08691770	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Medical Payments Lia	\$10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG25834471 Umbrella SIR applies per policy terms & conditions	11/01/2011	11/01/2012	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC46773299 AOS WLRC46773287 CA Only	11/01/2011	11/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
B	Excess WC			WCUC46773275 OH SIR applies per policy terms & conditions	11/01/2011	11/01/2012	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
							EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Office Depot will provide additional insured status where agreed to by written contract and/or written agreement for General Liability, Automobile and Umbrella policies.

CERTIFICATE HOLDER Office Depot Inc. & Subsidiaries 6600 N. Military Trail Boca Raton FL 33496-2434 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
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Holder Identifier :

Certificate No : 570045164477

Memorandum of Insurance (MOI)

Office Depot has compiled a list of the most common questions regarding the Memorandum of Insurance (MOI) as evidence of insurance. You will find the answers to these questions below:

What is a Memorandum of Insurance (MOI)?

The Memorandum of Insurance (MOI) is an on-line document that provides information about Office Depot commercial insurance program. This information includes our policy numbers, limits, and insurance companies. Aon prepares the Memorandum and the information is subject to the terms and conditions stated on the Memorandum. The information can be viewed at the MOI web site.

Is an MOI, evidence of Insurance?

Yes. The MOI is an acceptable method to evidence current policy information..

How is the Memorandum of Insurance (MOI) different from a Certificate of Insurance (COI)?

The two documents are virtually the same. The MOI shows insurance information, just as a Certificate of Insurance (COI) does; and both are for information purposes only. The MOI has no signature, it is not individualized with a certificate holder's name, the MOI does not contain the standard cancellation wording like a COI, and it is called a 'Memorandum of Insurance' rather than a 'Certificate of Insurance'.

Limitations of Certificates

There are several limitations to the use of certificates. It does not guarantee;

- That the insurance will not be cancelled after certificate issuance and before the completion of the contractual arrangement
- That the coverage limits will not be exhausted by other claims or that all required endorsements have been added to the policy,
- Most importantly, *a certificate of insurance does not confer any rights to the certificate holder, as it does not create a contractual relationship between the certificate holder and the insurance company issuing the policy. Your contract with Office Depot is the document that provides each party's insurance obligations. The certificate of insurance, as the memorandum of insurance, is intended only to evidence insurance coverage held by Office Depot. There is a copy of our blanket additional insured endorsement, on the MOI website, which provides cover to any additional insured that is required via the contract.*

Can the MOI be printed?

Yes, you may print a copy for your files. When you view the MOI, click on the printer-friendly version option. Select File, Print.

What are the financial ratings of the carriers listed on the MOI?

The Financial Ratings of Insurance Companies are available through the A.M. Best Company at www.ambest.com. Neither Office Depot nor our Insurance Broker guarantees the financial ratings of carriers and we are not involved in the rating process. Office Depot is committed to only obtain coverage with insurance carriers who have an "A-" or better AM Best rating.

Why has the notice of cancellation been eliminated on the MOI?

The MOI streamlines the outdated, paper-intensive process of issuing COIs and offers you the ability to check the MOI any time to verify that the coverage is still in place. Viewers who access the MOI are not tracked, therefore cannot be notified of a cancellation.

How do I know that I am an Additional Insured if my name does not appear on the MOI?

Office Depot, in conjunction with our Insurance Carriers, provides groups with Additional Insured status where applicable, as required by the terms of a signed contract, lease, and/or agreement. This is accomplished through a blanket additional insured endorsement to the policy, which provides for Additional Insured status to any person or group who has been so named in a signed contract, lease, and/or agreement. Specific information pertaining to this endorsement is included in the various MOI documents on this website.

Is this insurance information available 24 hours a day, 7 days a week?

The Aononline.aon.com/Insurance website is available at any time, subject to web site maintenance and information updates. This eliminates the paperwork, phone calls, and faxes involved in obtaining paper COIs. Actual copies of policy endorsements is also provided which is more beneficial than having the wording stated on the COI

Can I receive insurance coverage, even without a signed contract, lease, and/or agreement?

No insurance coverage or obligations to provide coverage arise except, and to the extent, as is expressly contained within an existing signed contract, lease and/or agreement executed by Office Depot and/or one of its subsidiaries.

Can I have a set of customized insurance evidence documents?

Office Depot no longer issues individualized evidence of insurance documents. Customized certificates will not strengthen the coverage, and are therefore unnecessary and as such we will not provide them. The existence of the signed lease triggers protection under our insurance program.

Can I have my individual contract/lease/agreement number included on the MOI?

No, the MOI is a document designed to apply to all contracts, leases, and/or agreements without the need for specific identifiers. This document can be attached to all contracts, leases, and agreements proactively without seeking assistance from Office Depot.

What happens to the insurance information at renewal?

Office Depot, in conjunction with our Insurance Broker will update the information on the MOI at the time of policy renewal and any time there is a major change in coverage, coverage terms, or insurance carrier.

Who do I contact if I have more questions about evidence of insurance?

For more information please contact

Julie Zubik
Client Specialist
Aon Risk Services Central, Inc.
c/o Aon Client Services
1000 Milwaukee Ave.
Glenview, IL 60025
Phone: 847-953-7030
Email: acs.chicago@aon.com or Julie.Zubik@aon.com



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/30/2011

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS LOCKTON COMPANIES, LLC - K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661	PHONE (A/C No., Ext.) (312) 669-6900	COMPANY NAME AND ADDRESS ***See Attached***	NAIC NO:
FAX (A/C No.): (312) 681-6900	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE AGENCY/CUSTOMER I.D.# OFFDE01	SUB CODE:	POLICY TYPE Property	
NAMED INSURED AND ADDRESS 1105590	Office Depot Inc. & Subsidiaries Viking Office Products 6600 North Military Trail Boca Raton, FL 33496	LOAN NUMBER	POLICY NUMBER Various
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 4/1/2011	EXPIRATION DATE 4/1/2012
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION 0 This Certificate of Insurance applied per the terms Office Depot, Inc. has agreed via your contract with them and as a result any additional interest will not be indicated below but assumed per your contract.

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	X	SPECIAL	DED: 5(0,00)
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$ 5,000,000					
	YES	NO	N/A			
<input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	X					Actual Loss Sustained; # of months: 24
BLANKET COVERAGE	X					If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X					
IS DOMESTIC TERRORISM EXCLUDED?	X					
LIMITED FUNGUS COVERAGE		X				If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X					
REPLACEMENT COST	X					
AGREED VALUE		X				
COINSURANCE		X				If YES, % DED: 50,000
EQUIPMENT BREAKDOWN (If Applicable)	X					If YES, LIMIT: INCLUDED DED: 50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X					DED:
- Demolition Costs	X					DED:
- Incr. Cost of Construction	X					DED: SEE ATTACHED
EARTH MOVEMENT (If Applicable)	X					DED: SEE ATTACHED
FLOOD (If Applicable)	X					DED: SEE ATTACHED
WIND / HAIL (If Subject to Different Provisions)	X					DED: SEE ATTACHED
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X					
Transit (\$10,000,000 Sublimit)	X					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

DE [M443616][M443617]

<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LENDERS LOSS PAYABLE	<input type="checkbox"/> CONTRACT OF SALE	LENDER SERVING AGENT NAME AND ADDRESS
NAME AND ADDRESS 365588 The existence of your contract with Office Depot, Inc. triggers protection under the insurance detailed herein.		AUTHORIZED REPRESENTATIVE

Additional Information

Participating Policies

<u>Carrier</u>	<u>Policy #</u>	<u>Layer (USD)</u>	
AWAC	P003203/008	Primary	\$15,000,000
Lloyds (LIB)	B0753PP1102990	Primary	\$25,000,000
Arch US	PRP0032724-02	Primary	\$25,000,000
ACE US	GPAD3787225-8	Primary	\$50,000,000
Lloyds (Ascot/Catlin)	B0753PP1102994	Primary	\$50,000,000
Lexington	25031519	Primary	\$50,000,000
Lloyds (Houston)	B0753PP1103126	\$10,000,000	xs \$15,000,000
Alterra	65336-4268-PRMAN-2011	\$50,000,000	xs \$15,000,000
Lloyds (Beazly)	B0753PP1102997	\$25,000,000	xs \$25,000,000
Arch US	PRP0032724-02	\$25,000,000	xs \$25,000,000
Swiss Re	B0753PP1103025	\$50,000,000	xs \$25,000,000
Scor Re	F133592-2011-1	\$50,000,000	xs \$50,000,000
Axis London	B0753PP1103010	\$50,000,000	xs \$50,000,000
Liberty Mutual	MQ2-L9L-510582-031	\$50,000,000	xs \$50,000,000
Endurance	CPN10003083700	\$50,000,000	xs \$50,000,000
Lloyds (Hiscox)	B0753PP1103005000	\$50,000,000	xs \$50,000,000
Zurich	XPP4886861-01	\$50,000,000	xs \$50,000,000

Deductibles

Flood

- 100-year Flood as defined by the Federal Emergency Management Agency (FEMA) and any other governmental body worldwide, the sum of 5% of the total insurable values as declared by the insured at each location submitting a claim, to be calculated separately for each Unit of Insurance which sustains loss or damage, subject to a minimum of \$1,000,000 per occurrence.

Earthquake

- As respects the peril of Earthquake in the State of California, the sum of 5% of the total insurable values as declared by the insured at each location submitting a claim, to be calculated separately for each Unit of Insurance which sustains loss or damage, subject to a minimum of \$500,000 per occurrence.

Named Windstorm

- As respects the peril of Named Windstorm designated in Tier One Jurisdictions (as specified in the policy form), the sum of 5% of the total insurable values as declared by the Insured at each location submitting a claim, to be calculated separately for each Unit of Insurance which sustains loss or damage, subject to a minimum of \$500,000 per occurrence.

Waiting Period

- 24 hour waiting period as respects to interruption of service.

Equipment Breakdown

- \$50,000 Per occurrence as respects Direct Coverages
- 10% of loss per occurrence subject to a minimum of \$50,000 per occurrence as respects and Perishable Goods
- 24 Waiting Period as respects to interruption of service

Valuation

- Replacement Cost
- Time Element - Actual Loss Sustained
- Inventory - Selling Price

Frequently Asked Questions:

What is a Certificate of Insurance?

A document that provides evidence of Office Depot, Inc. insurance coverage.

Can I receive Insurance coverage even without a signed contract, lease, and/or agreement?

No, insurance coverage or obligations to provide coverage arise as expressly contained within an existing signed contract, lease and/or agreement executed by Office Depot, Inc. and/or one of its subsidiaries.

Can I have a set of customized insurance evidence documents?

No, customized certificates will not strengthen the coverage, and are therefore unnecessary and as such we will not provide them. The existence of the signed lease triggers protection under our insurance.

How do I know that I am an Additional Insured if my name does not appear on the Certificate of Insurance?

Office Depot, Inc., in conjunction with their Insurance Carriers, provides Additional Insured status where applicable, as required by the terms of a signed contract, lease, and/or agreement. This is accomplished through blanket additional insured wording in the policy. Additional Insured status is provided to any person or group who has been so named in a signed contract, lease, and/or agreement.

But I need to be listed as Lenders Loss Payee and Mortgage Interests and Obligations?

This is not necessary, Office Depot, Inc.'s policy states "The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages."

Can I have my individual contract/lease/agreement/location number included on the Certificate of Insurance?

No, the Certificate of Insurance applies per the terms Office Depot, Inc. has agreed to via contract (lease or other agreement). Additions or amendments to the Certificate are not necessary for coverage to apply.

Who do I contact if I have more questions about evidence of insurance?

For more information please contact:

Mary Hamilton

Phone: (312) 669-6822

Fax: (312) 681-6822

Email: mary.hamilton@lockton.com

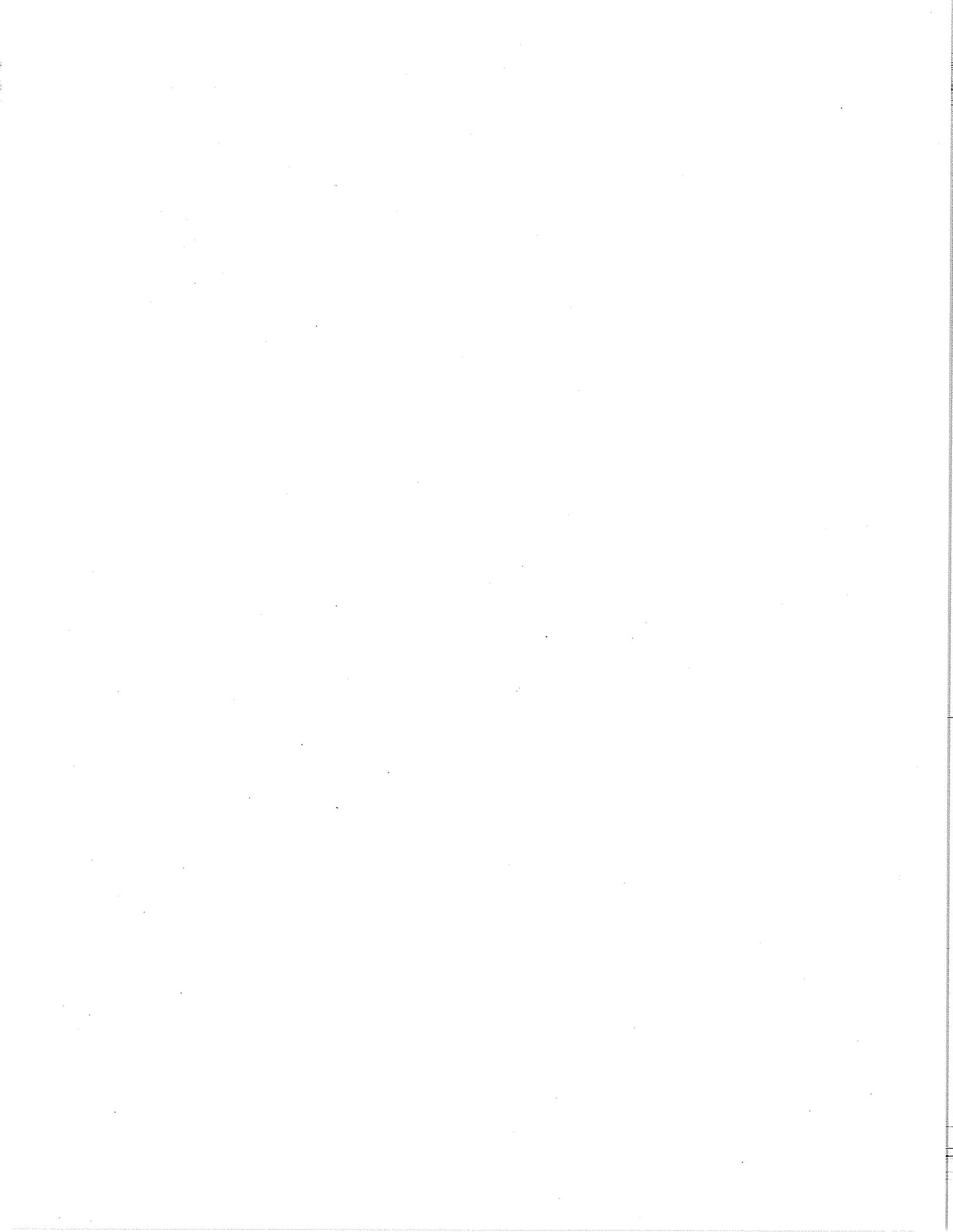
or

Jennifer Kelly

Phone: (312) 669-6930

Fax: (312)681-6930

email: jennifer.kelly@lockton.com



**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: N/A Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Print Name

Firm Name

Date



Signature (Prime Bidder/Proposer)

Brad Shaw

Print Name

Office Depot, Inc.

Firm Name

9/7/12

Date

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

Subscribed and sworn before me

this 7th day of September, 2012.

Notary Public Wendy Adams

SEAL

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Office Depot, Inc. D/B/A: _____ EIN NO.: 59-2663954

Street Address: 6600 North Military Trail

City: Boca Raton State: FL Zip Code: 33496-2434

Phone No.: 561-438-4800

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Thornburg Investment Management, Inc.		6.9
Putnam Investment Management, L.L.C.		6.9
BlackRock Institutional Trust Company, N.A.		6.3
Vanguard Group, Inc.		5.2

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None known.		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Brad Shaw Vice President, Northeast Region
 Name of Authorized Applicant/Holder Representative (please print or type) Title

 Signature Date
 brad.shaw@officedepot.com 410-381-1493 X3069
 E-mail address Phone Number

Subscribed to and sworn before me
 this 7th day of Sept, 2012

x Wendy Ad
 Notary Public Signature

My commission expires:

12/28/2013
 Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Brad Shaw Title: Vice President, Northeast Region

Business Entity Name: Office Depot, Inc. Phone: 410-381-1493 X3069

Business Entity Address: 6600 North Military Trail, Boca Raton, FL 33496-2434

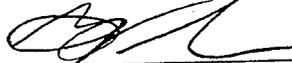
 The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

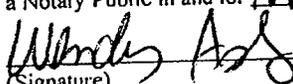
There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

 9/7/12
Owner/Employee's Signature Date

Subscribe and sworn before me this 7th Day of September, 2012

a Notary Public in and for Anne Arundel County, MD


(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 12/28/2013

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME: _____
BUSINESS ADDRESS: _____
BUSINESS TELEPHONE: _____ FAX NUMBER: _____
CONTACT PERSON: _____ FEIN/SSN: _____
*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____
Date: _____

Subscribed to and sworn before me this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this
_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this
_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

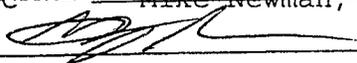
- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Office Depot, Inc.
BUSINESS ADDRESS: 6600 North Military Trail
Boca Raton, FL 33496-2434
BUSINESS TELEPHONE: 630-251-1783 FAX NUMBER: 630-653-2595
CONTACT PERSON: Joseph Castelluccio
FEIN: 59-2663954 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Neil Austrian, CEO VICE PRESIDENT: Kevin Peters, President
SECRETARY: Elisa D. Garcia, EVP, USC TREASURER: Mike Newman, CFO
**SIGNATURE OF PRESIDENT: Vice President 
ATTEST: See attached Secretary's letter. (CORPORATE SECRETARY)

Subscribed and sworn to before me this

2nd day of September, 2012

X 
Notary Public Signature

My commission expires:

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Office DEPOT.

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

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

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Brad Shaw serves as Vice President, Business Solutions, and as such he is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand as of this 16th day of June 2011.

OFFICE DEPOT, INC.

By: Jennifer L. Leong
Jennifer L. Leong,
Assistant Secretary



COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 2nd DAY OF September, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-84-2787

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 62,748.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)