



evolving, refining & aligning

Finding our common purpose
through sustainability

Office DEPOT.

CompuCom.

G&T GRAND&TOY.

welcome

In late 2017, we took steps in our strategic transformation to build on our position as a leading B2B integrated distribution platform and enhanced our capabilities to provide not just products, but also value-added services for our customers. We broadened our distribution presence, improved our supply chain capabilities, and had the opportunity to bring world-class IT support services to all our customers, particularly underserved small- and medium-sized businesses, through our acquisition of CompuCom.

With this growth came a need to take a critical look at our sustainability strategy. The Sustainable Development Goals (SDGs) are a set of 17 global goals developed by the United Nations and agreed on by governments and over 1500 companies. They frame a vision to achieve balance among the three dimensions of sustainability – environmental, social and economic – and are as meaningful to our organizations as they are around the world. In 2018, we conducted a materiality assessment to identify our sustainability priorities, position our strategies and refresh our program to reflect our changing organization.

We are now excited to announce the launch of our first set of public-facing, SDG-aligned sustainability goals around **energy consumption, transportation emissions** and **local communities**. To support our new goals, we updated our data capturing systems to better track progress, and established our first Sustainability Governance Council to enhance and improve our sustainability program.

Today, Office Depot, Grand & Toy and CompuCom provide relevant business solutions aligned around the shared purpose of being exceptional corporate citizens. We are passionate about building strong communities, fostering inclusion and diversity, and being good stewards of the environment – and helping our customers do the same.

from our

Across our entire CompuCom are Change, Caring

Each of the 5Cs sustainability. We on the environm thrive, and embr to be a leader in the diverse and v

Our established their impacts on supports nonpro initiatives primar strengthening co

We are committe diversion progra that extend thro can help our cus our customers, w workplace of eve

As we continue t focus on our cus customers in eve

planet

In our stores, distribution centers and offices throughout the world, we pay close attention to the impact our business has on the environment.

We aim to be efficient in our use of the earth's resources from procurement to disposal, being mindful about the products we purchase, the waste and emissions that result from our operations and the strategies we employ to deliver our products and services as responsibly as possible.

We also strive to manage the environmental impacts of the products and services we offer to customers. We pay attention to how our products are sourced, track the demand for green products and continue to offer our take-back programs where we recycle ink, toner, cell phones, batteries and other technology for customers.

procurement

Thoughtful and strategic procurement is a key part of our business. Internally, we are working to improve and refine our procurement processes, including streamlining processes, re-evaluating partner services or evaluating

In the past five years, we have received feedback from our customers that want to see more in their sustainable purchasing options. Our Sustainable Business Team expanded our ability to support our customers' sustainable purchasing journey, meeting their needs with their sustainability knowledge.



25

percent of total
customer purchases

were products with
at least one meaningful
green attribute or
eco-label

24% Office Departments

48% Grand & Total

treeup
program

This
Four
Solu
allow
the

partners in project green

Grand & Toy's collaboration with Partners in Project Green builds upon an internationally recognized community of sustainable business leaders known for its competitive, high-performance and eco-friendly business climate. This partnership results in a variety of initiatives that have direct positive contributions to the health of our environment. Events like a clothing recycling collection drive diverted 9.7 metric tons of material waste from landfills in 2018.



disposal

A large part of our environmental impact comes from the waste produced through operational and shipping practices, so reducing the amount of waste sent to landfills by making improvements internally and through our customers continues to be a focus.

Companies continually purchase new assets such as mobile devices, laptops and various office supplies and equipment. The improper disposal and recycling of these devices creates a large amount of e-waste that can lead to significant fines and loss of trust in a company. CompuCom's IT Asset Disposition (ITAD) program removes these risks and reduces the e-waste associated with outdated technology through services that include the safe tracking of devices with a detailed chain of custody, and certificates of recycling and/or data destruction. For each of the past 20 years, ITAD services have managed over 3.5 million devices, recycling over 3 million pounds of e-waste and donating more than 2,000 assets to philanthropic programs.



4.4M

pounds of e-waste

recycled for customers - **3.1M lbs** Office Depot, **1.3M lbs** CompuCom, **177 lbs** Grand & Toy



3.5M

devices

being managed by CompuCom's IT Asset Disposition



24K

metric tons of waste

diverted from landfill - **24K MT** Office Depot, **164 MT** Grand & Toy

emission

This year we are pleased to announce new sustainability goals aimed at reducing energy consumption and transportation emissions come mainly from our fleet. This is a major step towards reducing our carbon footprint.



1 reduce energy consumption

10% by 2021,
baseline year 2016
(Office Depot)

emissions (continued)

energy

In 2018, we implemented a number of initiatives to help tackle the energy used by our facilities. We replaced all light bulbs in 424 retail locations with energy-efficient LEDs, with the remaining stores scheduled for LED conversion in 2019. To further reduce energy use, we are in the process of evaluating and replacing our aging HVAC units with new energy-efficient models.

We also began to look at how we might utilize “big data” for efficient energy. Our current energy management partner helps us with the analysis of our Energy Management System and facility functions such as lighting timers, run time, cooling and heating set-points, and scheduling to ensure all systems are performing optimally.



8

percent reduction in
GHG emissions

MT CO₂e
(Office Depot)



11

percent reduction in
energy consumption

(kWh) since 2017
(Office Depot and Grand & Toy);
21% reduction since 2016
(Office Depot)



100

percent of
electricity used
in Office Depot's
headquarters

is offset by renewables



power
over
ethernet
(PoE)

In 2018, CompuCom's new Digital Campus was unveiled as the world's first building exclusively powered by Power over Ethernet (PoE) interior lighting technology. The Campus is more technologically advanced and 16% less expensive to operate than CompuCom's previous headquarters.

transportation

Transportation emissions was that came out of our material be a new focus for our comp strategies to decrease costs, address some of the challeng for transportation services in

In 2018, we began replacing with new, fuel-efficient mode

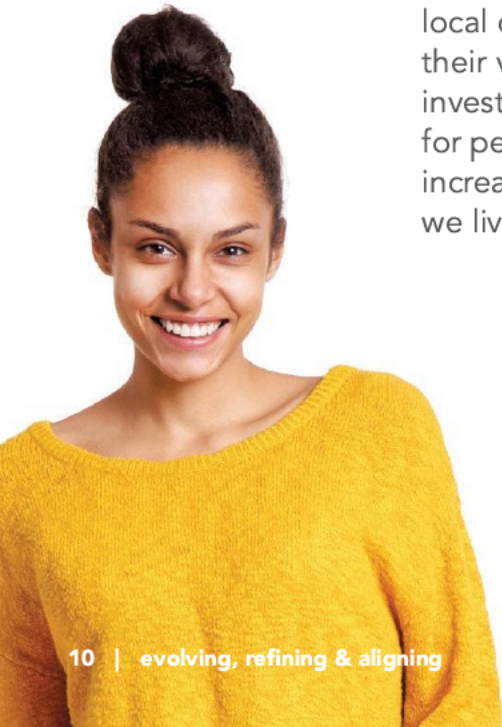


people

From our associates to our communities, we treat everyone with respect and provide opportunities that help them succeed.

The quality of our people is essential to the success of our companies. We strive to foster an inclusive culture that promotes diversity not only in backgrounds, but also in ideas that are shared. This unique culture empowers our associates to reach their highest potential. We pride ourselves on our commitment to collaboration, hard work, our customers and each other.

Our associates are enthusiastic about giving back to their local communities, and we are dedicated to supporting their volunteer and philanthropic efforts. Our community investment work mainly focuses on providing opportunities for people from all circumstances to succeed, and on increasing the quality of life in the communities where we live and work.



diversity

We recognize the importance of a diverse workforce and are committed to fostering an inclusive work environment that values and respects the talents and contributions of associates from all backgrounds.

In 2018, we launched a Diversity Council to enhance our existing diversity, inclusion and belonging efforts across the business and to strengthen relationships in the workplace, marketplace and in the communities where we live and do business. The Diversity Council governs Associate Resource Groups to drive the integration and awareness of diversity and inclusion programs and practices across the organization.

Additionally, as part of our commitment to making Office Depot a great place to work, we conducted two employee engagement surveys to help us understand the collective views about our company, our culture and the ways in which we work – highlighting what we do well and what we could do better. As a result, we will be in a stronger position to make positive changes toward a 5C culture.



100
percent score
on Corporate
Equality Index
for the 8th
consecutive year



37
percent of
board members
are female



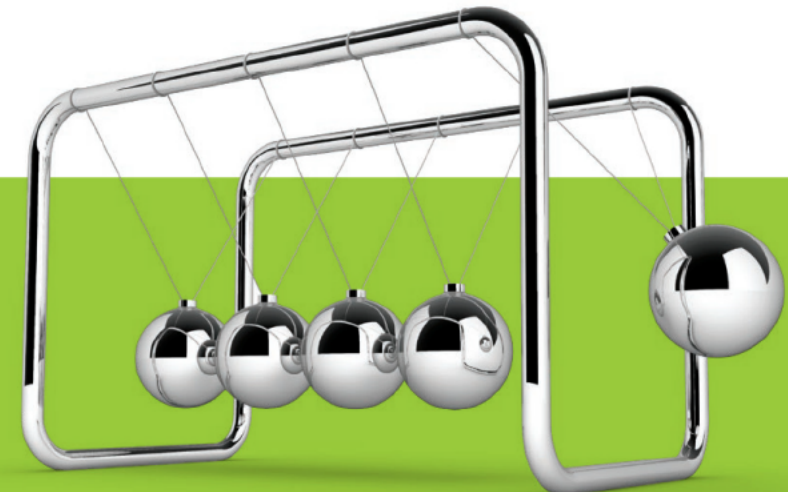
66
percent
response rate
for our October 2018
engagement survey



TOP 50
Best Workplace
of the Year award
from Silicon Review
(CompuCom)

candid conversations

Associate-led lunch n' learns bring women together at Grand & Toy for candid conversations around important issues impacting women in the workplace including safety, advancement and representation, especially in light of international movements like #metoo and #timesup.



opport

We pride ourselves on being... opportunities for all people to... in our associates to ensure the... need to excel in their jobs.

As our business transforms, our... Development team is commi... learning experiences that are... business strategy and culture... approach, we support our ass... talent coaching, progressive... and more. Additionally, Gran... digital dexterity by automatin... associates and engaging in c... development.

community

As our company continues to evolve in exciting ways, so too has the way in which we support the communities where we live and do business. In 2018, we launched new goals that reflect our commitment to improving the lives of people in the communities where we are located.

2018 was a strong year for community investment across all our companies. We launched a new platform called #depotdifference, which supports nonprofit and community organizations through volunteer and philanthropic initiatives largely aimed at education, minority-led entrepreneurship and strengthening local communities.

Under the #depotdifference umbrella, we held our first-ever **Depot Day of Service**, the company's flagship volunteer celebration where associates in our largest employment markets volunteer in support of community service projects across North America.

Start Proud!, Office Depot's new signature back-to-school philanthropic program, was created to give students, parents and teachers in low-income communities the supplies they need to start the school year off on the right foot.

A new community investment partnership was established between Grand & Toy and CompuCom Canada, bringing volunteers from both companies together to make a difference in their communities. Volunteer events included the Grand & Toy & Stroke Big Bike Ride, serving breakfast to families at the Ronald McDonald House, volunteering at the ABC Concert to benefit The Hospital for Sick Children and Book Canada book-sorting events.

Grand & Toy's **Pause And Affirm** program empowers employees to volunteer in their communities individually or in teams. In 2018, a record 700+ volunteer hours were recorded for activities that were centered around "Building Healthy Communities." Over \$5,000 was awarded to associates for making significant impacts as champions in community giving under the Rivney Humanitarian Award program.

In addition to volunteer hours, Grand & Toy teams fundraise for causes throughout the year, and CompuCom sponsors philanthropic events and organizations that enhance the quality of life in communities, support humanitarian principles and promote sustainable



our sustainability goals

1 increase the number of associate volunteers

from 4,750 in 2018 to 15,000 in 2019
(Office Depot)

2 increase the number of associate hours of service

from 16,625 in 2018 to 30,000 in 2019
(Office Depot)



prosperity

Our commitment to creating sustainable value is reflected in our chosen business strategies. The investments we've made over the past year have required a considerable commitment of both time and effort - and they have already been tremendously successful. The integration with CompuCom provided us with a platform to pivot from a predominantly products-driven model to an omni-channel business services platform that helps us better adapt to serve the needs of modern business customers, providing technology solutions to an increasingly digital world.



sales

Greener product sales continue to show strong growth, reflecting the demand for greener products and sustainability as a business strategy.



11.1 billion total
42.1%
48%
9.9%

workonomy™

We introduced Workonomy™ in 2018 to offer a variety of business solutions married with “human touch” expertise to small- and medium-sized businesses. Workonomy reflects Office Depot’s ability to empower customers with the enhanced tools, services and technical support they need to get work done.



reach

As we continue to refine and evolve the products and services we offer, our reach has increased exponentially. With our full realm of technology solutions and services, we are equipped to offer our employees and customers digital workplace solutions that increase workplace engagement and productivity. In fact, CompuCom has again been named a Leader in the Gartner Magic Quadrant for Managed Workplace Services, North America.



TOP 10

award in Forrester's Canada Customer Experience Index (Digital Retailers)

(Grand & Toy)



1,361

stores

(Office Depot)



42,000

people employed

by Office Depot, Grand & Toy and CompuCom

supply

Part of our sustainability strategy and assurance of ethical practices across our supply chain. All of our partners are businesses in alignment with international standards for labor and environmental conditions. Our extensive third-party audits helps ensure their practices comply with regulations and our Supplier Code of Conduct.



33

diverse suppliers

thank you

 100% post-consumer recycled content paper

SKU # 9498017

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OfficeMax is a registered trademark of OMX Inc. Grand&Toy is a trademark of Grand & Toy Ltd.
CompuCom is a registered trademark of CompuCom Systems, Inc.
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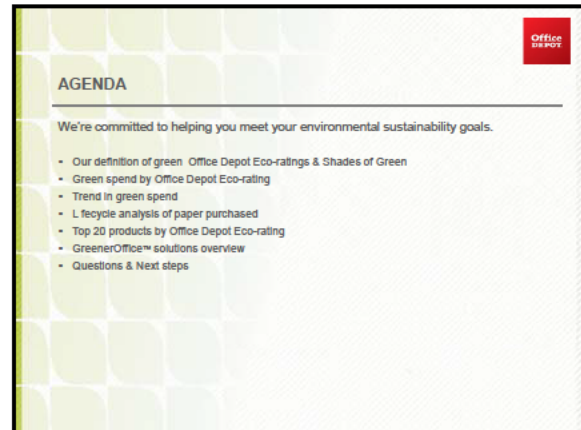
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CompuCom.

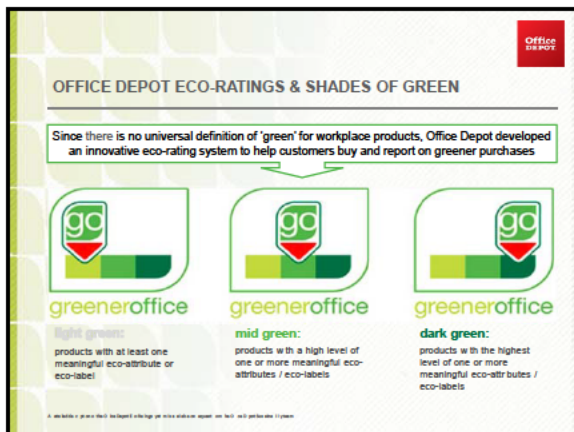
G&T GRAND&TOY.



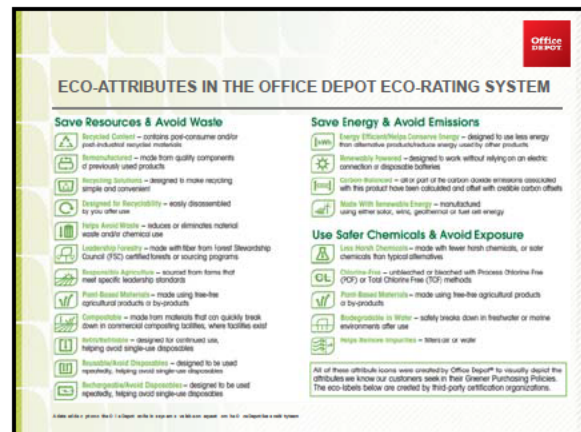
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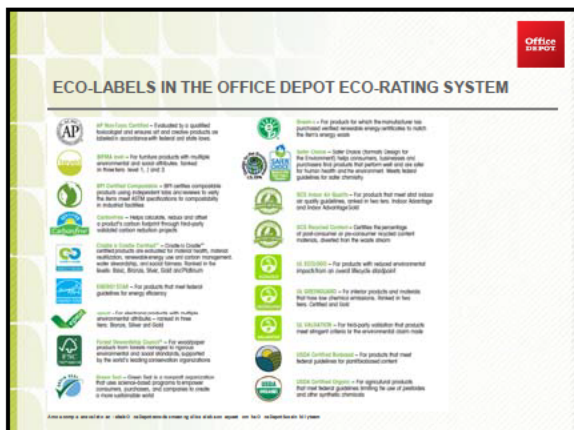
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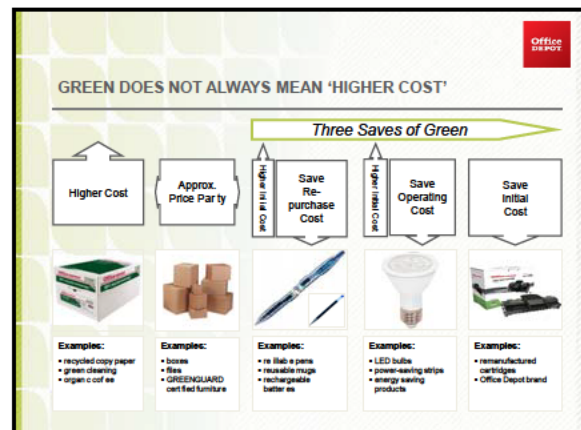
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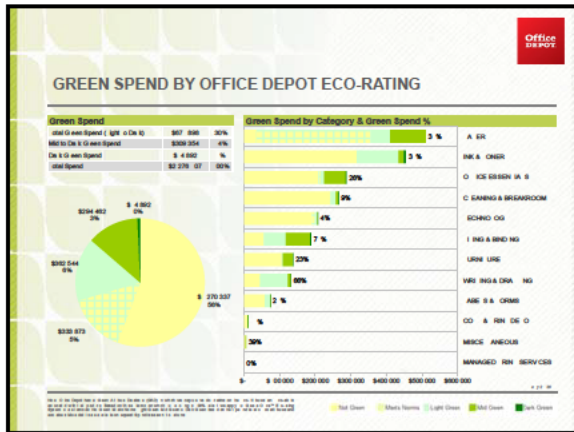
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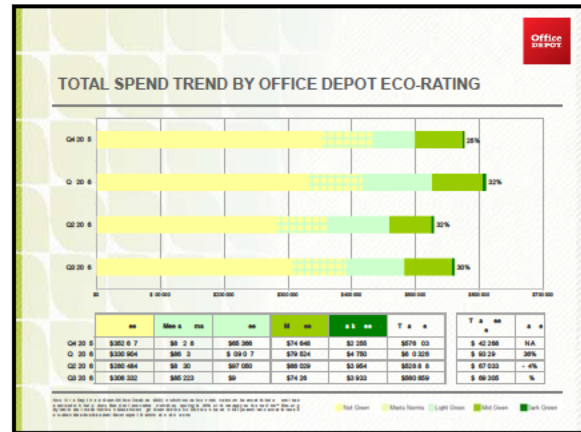
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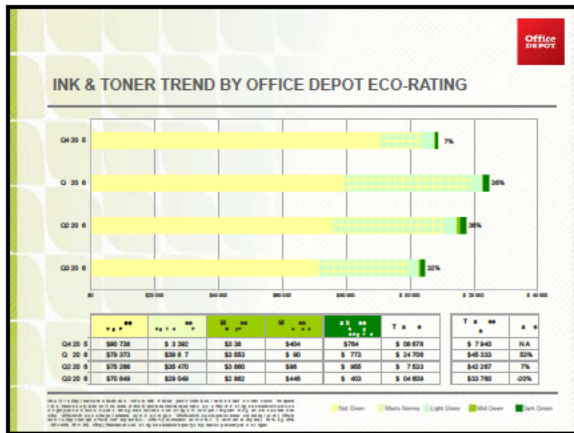
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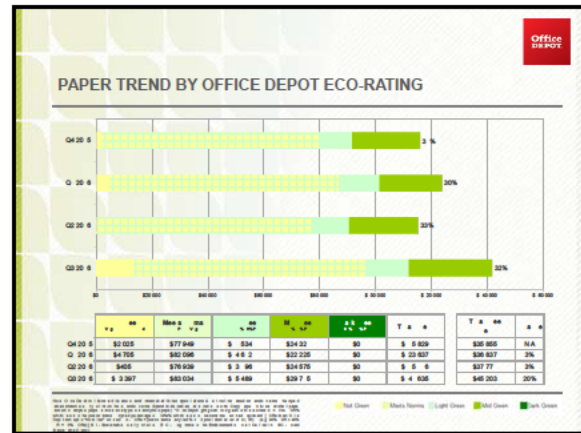
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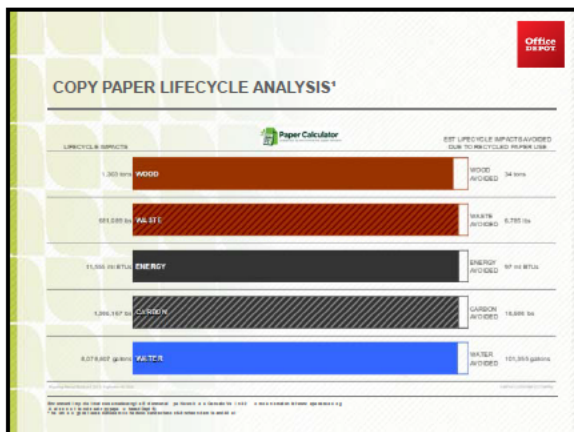
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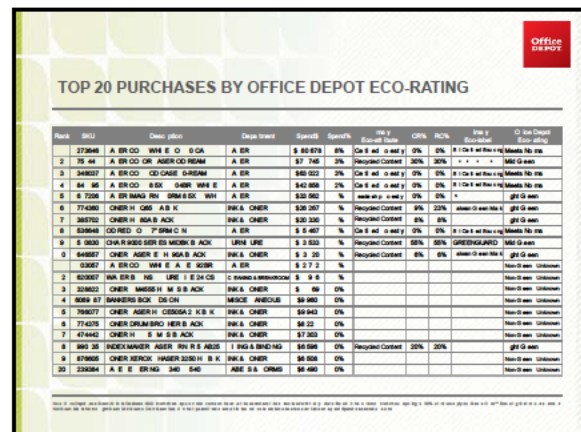
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10



11



12

GreenerOffice™ Solutions overview

- 1** The Green Book® Catalogue with 2,000 of our greener products
- 2** Greener Purchasing Program, starting with a customized analysis of your green spend
- 3** GreenerOffice™ web store with 15,000 green products on attribute-driven builds
- 4** GreenerOffice™ Delivery Service: flat-rate packaging, cardboard boxes with lighter, recyclable poly bags
- 5** Greener product reviews for cleaning, furniture, printing and technology
- 6** Recycling solutions for your ink/toner, small electronics and more
- 7** A team of sustainability experts available to support

Office Depot

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QUESTIONS & NEXT STEPS

Analyze Spend → Define Priorities → Switch to Greener → Measure Results → Recognize Leadership

We've analyzed your spend in this Green Business Review using our own eco-ratings.

Does this spend analysis meet your needs or would you like to see green spend in another way or with a different definition of green?

Next Steps

Office Depot

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Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : OFFICE DEPOT, INC.


D-U-N-S® Number: 15-353-1108

Trade Names: OFFICE DEPOT - OFFICEMAX





Endorsement/Billing Reference: kim.souders@officedepot.com

D&B Address		Added to Portfolio: 11/23/2010	
Address	6600 N Military Trl Boca Raton, FL, US - 33496	Location Type	Headquarters
Phone	561 438-4800	Web	www.officedepot.com
Fax		Last View Date:	07/02/2019
		Endorsement :	kim.souders@officedepot.com

Company Summary

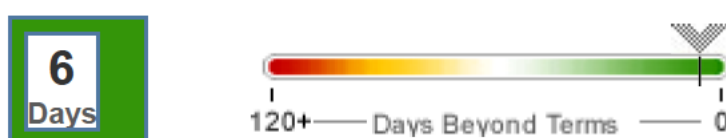
Currency: Shown in USD unless otherwise indicated 

Score Bar

Commercial Credit Score Class		Low to Moderate Risk of severe payment delinquency.
Credit Limit - D&B Aggressive	Unavailable	
FSS Incidence Percentile	2.73	
Commercial Credit Score Percentile		Low to Moderate Risk of severe payment delinquency.
PAYDEX®		Paying 12 days past due
Financial Stress Score Class		Moderate to High Risk of severe financial stress.
Credit Limit - D&B Conservative	Unavailable	
D&B Rating	5A2	

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months



D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist Y

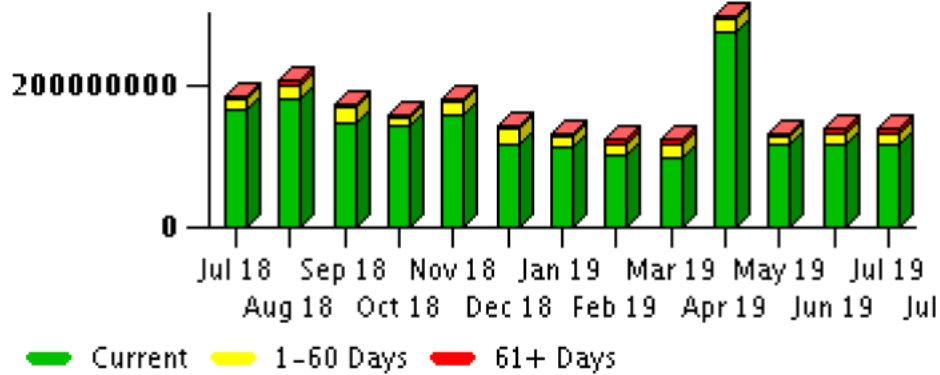
Chief Executive JOSEPH S VASSALLUZZO, CHB+

Dollar-weighted average of **7075** payment experiences reported from **128** Companies

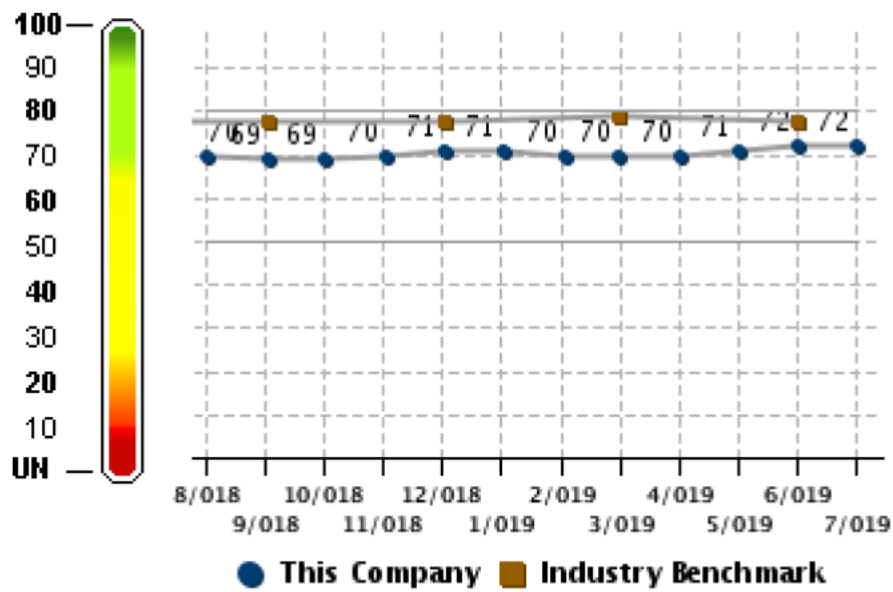
Recent Derogatory Events

	May-19	Jun-19	Jul-19
Placed for Collection	-	2,199 on 1 acct	2,199 on 1 acct
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend



PAYDEX® Trend Chart



Stock Symbol	ODP
Year Started	1986
Employees	45000 (2400 Here)
Financing	SECURED
SIC	5943 , 5044
Line of business	Ret stationery, whol office equipment, ret computers/ software
NAICS	453210
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

ODP : **2.20** ↑ **0.04** (1.87%)

Previous Close: 2.16

Volume: 382647.00

Daily High: 2.21

Daily Low: 2.16

52-Week High: 3.82

52-Week Low: 1.84

P/E: 16.8462

Market Cap: 1,196,348,143

EPS: 0.13

Div/Yield: 4.57

FirstRain Company News



- Office Depot (NASDAQ:ODP) Stock Rating**
2019-07-13T23:33:03 EST 11:33 PM-Tech Know Bits
- Office Depot Launches Programs to Help**
2019-07-11T08:19:07 EST 8:19 AM-Business Wire
- \$2.59 Billion in Sales Expected for Office Depot**
2019-07-11T00:44:29 EST 12:44 AM-Tech Know Bits
- Office Depot Launches 'Back to School Proud'**
2019-07-08T07:13:10 EST 7:13 AM-Business Wire
- Office Depot Inc. Common Stoc \$ODP**
2019-07-06T17:29:38 EST 5:29 PM-Stock Traders
- Westminster among five new Office Depot**
2019-07-02T08:23:19 EST 8:23 AM-InnovatioNews
- Office Depot Opening Six Additional**
2019-07-02T08:21:12 EST 8:21 AM-Retail
- Office Depot Inc (NASDAQ:ODP) Expected to**
2019-07-01T16:38:50 EST 4:38 PM-MR Modern

•	Office Depot (NASDAQ:ODP) Upgraded by 2019-07-01T02:45:01 EST 2:45 AM-MR Modern
•	NumerixS Investment Technologies Inc 2019-06-27T21:46:20 EST 9:46 PM-Tech Know Bits
•	Office Depot Opens Five New Workonomy™ 2019-06-27T08:13:46 EST 8:13 AM-Business Wire
•	Office Depot Inc. Common Stoc \$ODP 2019-06-27T05:26:23 EST 5:26 AM-Market Watch
•	AIG wins coverage dispute with Office Depot 2019-06-25T13:08:39 EST 1:08 PM-BUSINESS
•	Office Depot, Inc. (NASDAQ:ODP) reduced 2019-06-24T09:32:32 EST 9:32 AM-Benchmark
•	Office Depot, Inc. Announces Mick Slattery as 2019-06-24T09:03:39 EST 9:03 AM-Business Wire,
•	Office Depot, Inc. Releases Sustainability 2019-06-19T18:14:05 EST 6:14 PM-Business Wire
•	ZACKS: Office Depot (ODP) Plunges 40% in 3 2019-06-18T22:41:58 EST 10:41 PM-Barchart
•	Here is What Hedge Funds Think About Office 2019-06-11T13:37:37 EST 1:37 PM-Insider Monkey
•	Office Depot Inc (ODP) Breaks Through 2019-06-10T13:05:30 EST 1:05 PM-Futures Trading
•	Zacks: Analysts Expect Office Depot Inc 2019-06-08T17:37:30 EST 5:37 PM-MR Modern
•	Office Depot Inc. Common Stoc \$ODP 2019-06-07T17:24:26 EST 5:24 PM-Market Watch
•	Office Depot to Present at Baird's 2019 Global 2019-06-05T09:26:06 EST 9:26 AM-Business Wire,
•	Hundreds of Boca Raton-based Office Depot 2019-06-04T16:06:38 EST 4:06 PM-The Boca Raton
•	Office Depot (NASDAQ:ODP) Downgraded to 2019-06-04T01:38:18 EST 1:38 AM-Tech Know Bits
•	Office Depot asks to dump county?s \$500,000 2019-06-03T16:00:11 EST 4:00 PM-Sun Sentinel
•	Analysts Anticipate Office Depot Inc (ODP) Will 2019-06-03T02:36:43 EST 2:36 AM-MR Modern
•	California Public Employees Retirement 2019-06-02T04:39:11 EST 4:39 AM-MR Modern
•	Office Depot (NASDAQ:ODP) Issues Earnings 2019-05-31T21:27:31 EST 9:27 PM-Tech Know Bits
•	Profile: Christine Nessen, Office Depot 2019-05-31T19:10:44 EST 7:10 PM-CGT - Consumer
•	Office Depot: Valued For Distress, But The 2019-05-31T14:02:01 EST 2:02 PM-Seeking Alpha
•	3Doodler Partners with Office Depot for 2019-05-30T05:10:39 EST 5:10 AM-3D Print

•	2019-05-28T20:11:23 EST 8:11 PM-Stock Traders
•	Office Depot's Downside Looks Limited 2019-05-26T20:01:46 EST 8:01 PM-Seeking Alpha
•	Office Depot (ODP) Downgraded by 2019-05-25T23:41:11 EST 11:41 PM-Tech Know Bits
•	Office Depot Inc to Issue Quarterly Dividend of 2019-05-25T07:46:02 EST 7:46 AM-Tech Know Bits
•	Office Depot (NASDAQ:ODP) Posts Earnings 2019-05-24T03:25:18 EST 3:25 AM-Tech Know Bits
•	Office Depot Is Secretly Testing a Coworking 2019-05-22T10:31:38 EST 10:31 AM-fortune
•	Ex-Dividend Reminder: Carnival, Marriott 2019-05-21T10:09:50 EST 10:09 AM-Nasdaq
•	BNP Paribas Arbitrage SA Acquires 113,592 2019-05-21T07:38:40 EST 7:38 AM-Tech Know Bits
•	Office Depot Inc (ODP) Shares Bought by 2019-05-19T05:11:31 EST 5:11 AM-The Olympia
•	Office Depot Inc (ODP) Expected to Post 2019-05-16T22:32:15 EST 10:32 PM-Tech Know Bits
•	Asus Chromebook Flip C434 drops to \$500 2019-05-15T14:19:49 EST 2:19 PM-Android Police
•	Office Depot (ODP) Trading Down 5.1% 2019-05-15T10:36:00 EST 10:36 AM-Tech Know Bits
•	Fifty Office Depot Stores closing 2019-05-15T03:32:17 EST 3:32 AM-The Recycler
•	Office Depot Inc (ODP) Breaks Through 2019-05-13T13:05:53 EST 1:05 PM-Futures Trading
•	Office Depot, Inc. Celebrates Second Annual 2019-05-13T09:16:22 EST 9:16 AM-Business Wire,
•	BidaskClub Lowers Office Depot (ODP) to 2019-05-13T08:11:35 EST 8:11 AM-The Olympia
•	Broward Education Foundation Names Office 2019-05-12T15:04:46 EST 3:04 PM-citybizlist
•	Office Depot shares sink as Amazon snaps up 2019-05-09T12:18:38 EST 12:18 PM-Market Watch
•	Why Office Depot Stock Sank 33.9% in April 2019-05-09T10:11:56 EST 10:11 AM-Motley Fool

Powered by FirstRain

Public Filings


The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	2	09/01/17

Liens	18	06/10/19
Suits	29	06/05/19
UCCs	271	06/13/19

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1	Viability Score	<div><div></div><div>951</div><div>High RiskLow Risk</div></div>			
Compared to All US Businesses within the D&B Database:					
<ul style="list-style-type: none">Level of Risk: Low RiskBusinesses ranked 1 have a probability of becoming no longer viable: 0.2 %Percentage of businesses ranked 1: 0.3 %Across all US businesses, the average probability of becoming no longer viable: 14 %					
5	Portfolio Comparison	<div><div></div><div>951</div><div>High RiskLow Risk</div></div>			
Compared to All US Businesses within the same MODEL SEGMENT:					
<ul style="list-style-type: none">Model Segment : Available Financial DataLevel of Risk: Moderate RiskBusinesses ranked 5 within this model segment have a probability of becoming no longer viable: 0.5 %Percentage of businesses ranked 5 with this model segment: 11 %Within this model segment, the average probability of becoming no longer viable: 0.6 %					
A	Data Depth Indicator	<div><div></div><div>G A</div><div>DescriptivePredictive</div></div>			
Data Depth Indicator:					
<ul style="list-style-type: none">✓ Rich Firmographics✓ Extensive Commercial Trading Activity✓ Comprehensive Financial Attributes					
Company Profile		Financial Data	Trade Payments	Company Size	Years in Business
		Available	Available (3+	Large	Established

A

Trade)

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: \$500K+)
- Years in Business: **Established** (5+)

Credit Capacity Summary

This 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 : **5A2**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 2 is good

Below is an overview of the companys rating history since 01-01-1991

D&B Rating	Date Applied
5A2	02-25-2016
5A3	02-27-2014
5A4	08-09-2013
5A3	03-02-2009
5A2	01-01-1991

Sales: 11,015,000,000.00
 (Up by 7.6% from last year)

Number of Employees Total: 45,000 (2400 here)

Worth: 2,126,000,000
 (Up by 0.3% (As of 30-Mar-19) from last year)

Working Capital: \$498,000,000 (As of 29-Dec-18)

Payment Activity:	(based on 732 experiences)
Average High Credit:	733,620
Highest Credit:	50,000,000
Total Highest Credit:	395,693,850

D&B Credit Limit Recommendation

Due to adverse or incomplete information, we are unable to provide a Credit Limit Recommendation for this business. Please contact your sales representative or D&Bs Customer Resource Center at 800-234-3867 for assistance.

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :



Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

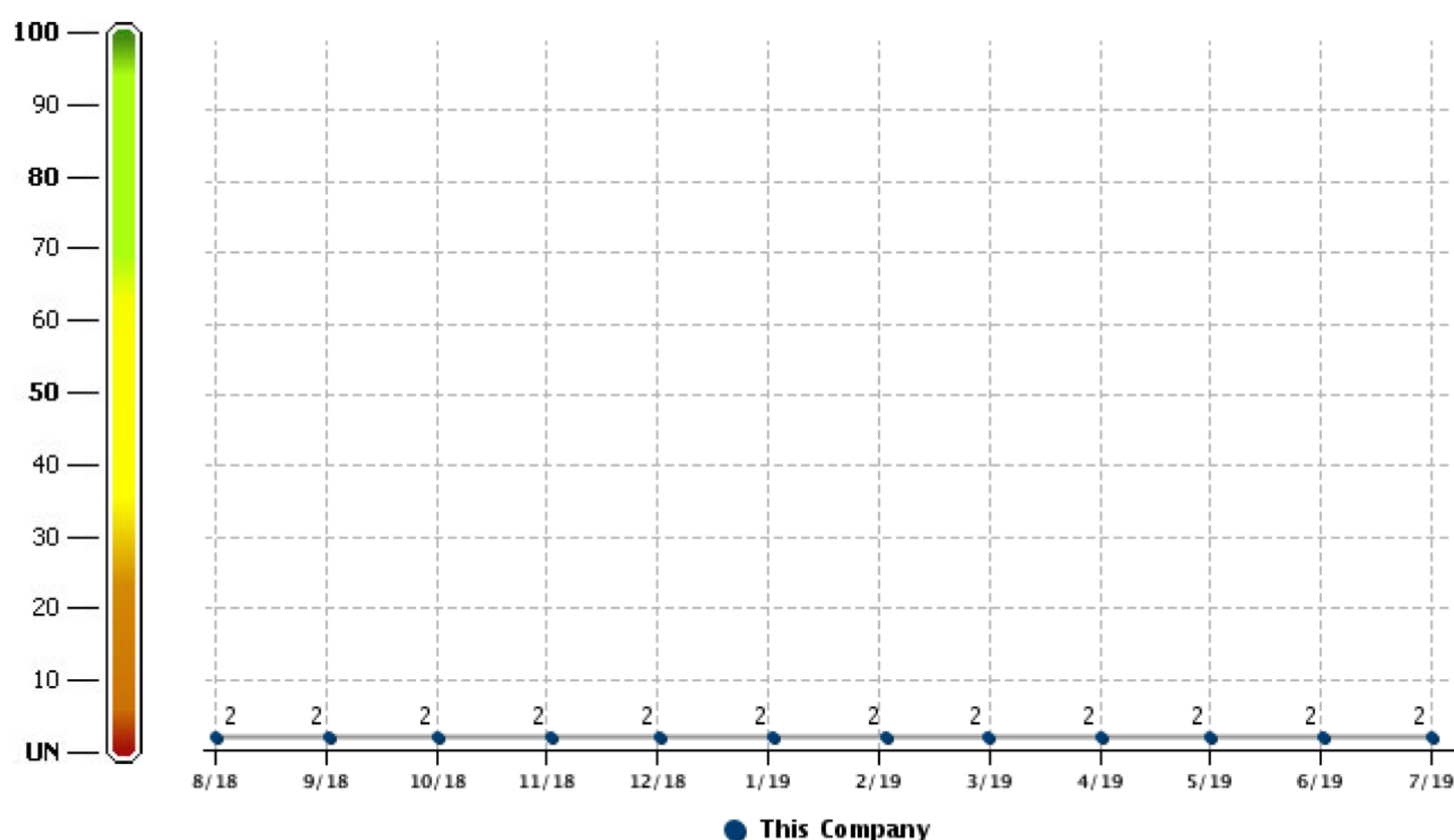
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
 Financial Stress National Percentile : **2** (Highest Risk: 1; Lowest Risk: 100)
 Financial Stress Score : **1349** (Highest Risk: 1,001; Lowest Risk: 1,875)
 Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

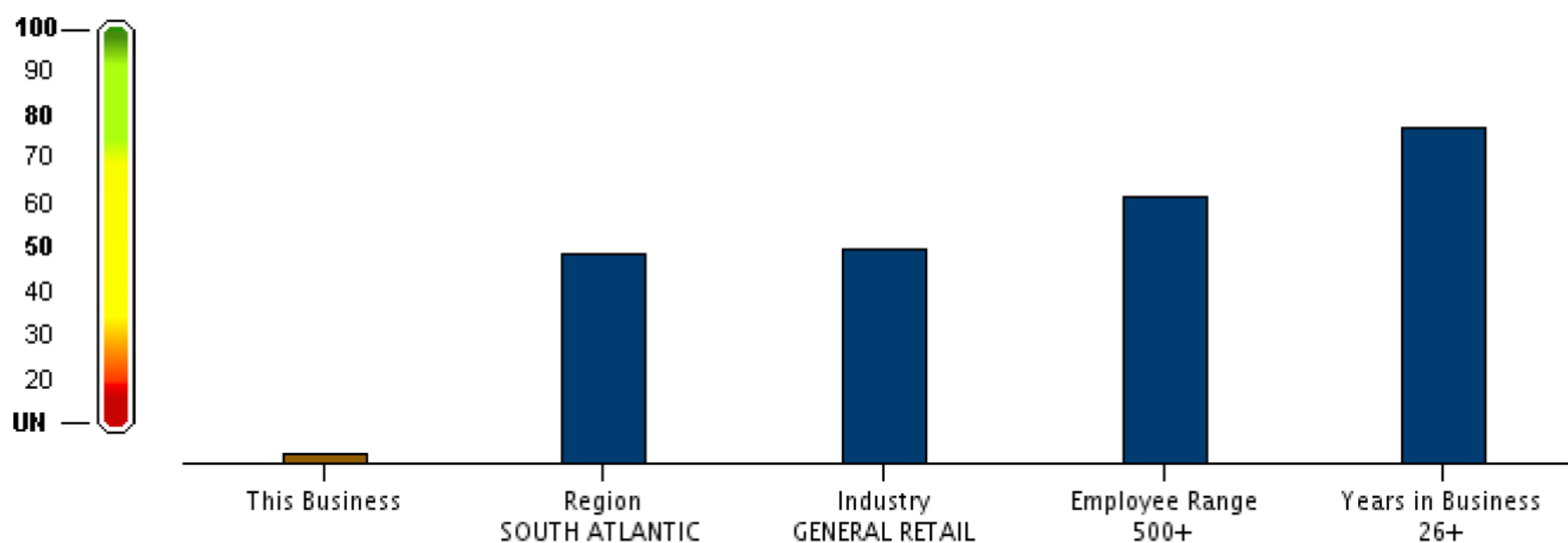
Special Event in the D & B Report

Financial Stress Percentile Trend:



Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
 The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
 The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs 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.



Norms	National %
This Business	2
Region: SOUTH ATLANTIC	48
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 26+	77

This 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

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :



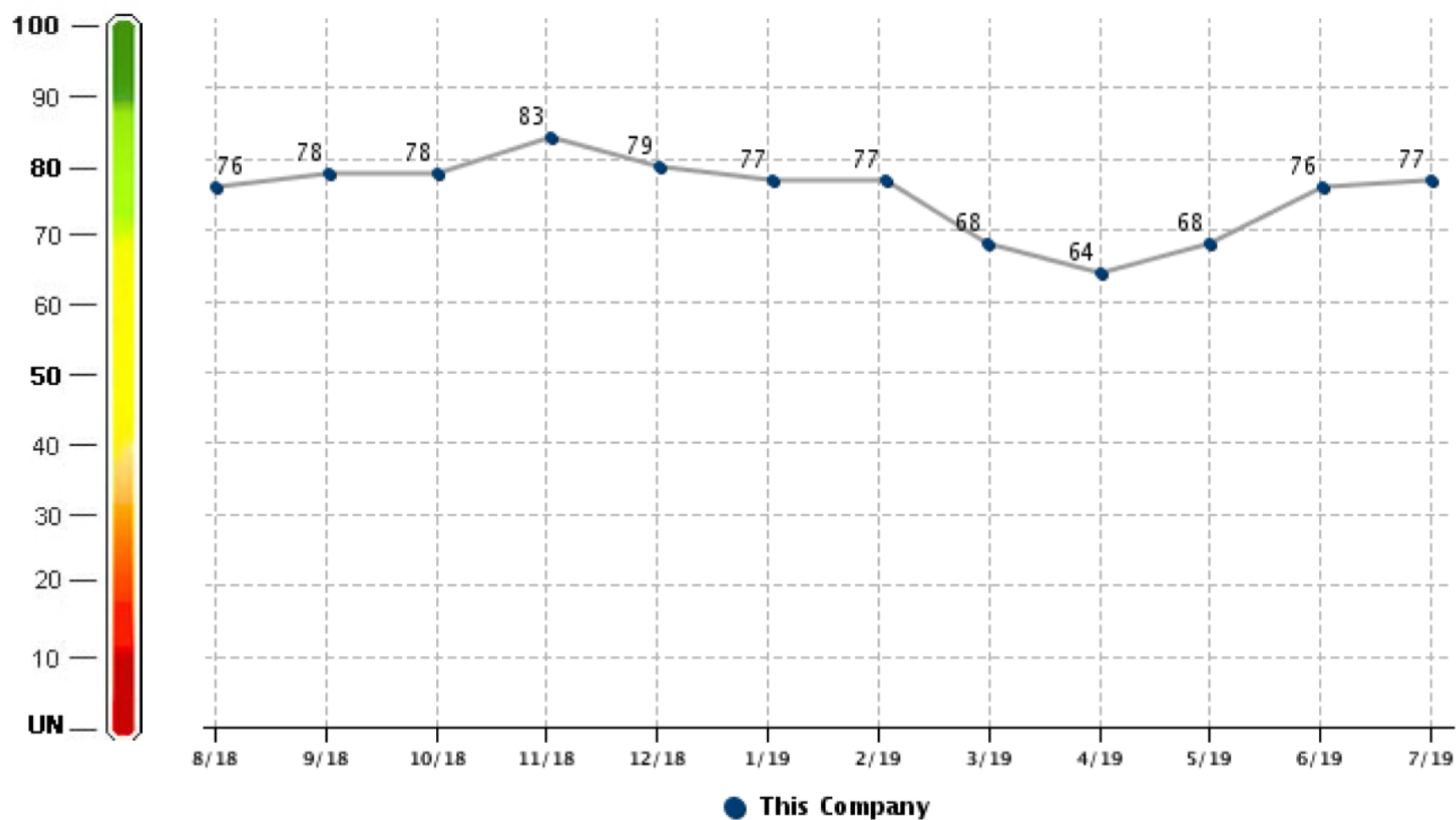
Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
 Average compared to businesses in D&Bs database: **10.20 %**
 Credit Score Percentile : **78** (Highest Risk: 1; Lowest Risk: 100)
 Credit Score : **545** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

Proportion of past due balances to total amount owing
 Higher risk industry based on delinquency rates for this industry
 Total Liabilities to Net Worth influencing the score
 Evidence of open suits, liens, and judgments
 Proportion of slow payments in recent months

Credit Score Class Percentile Trend:



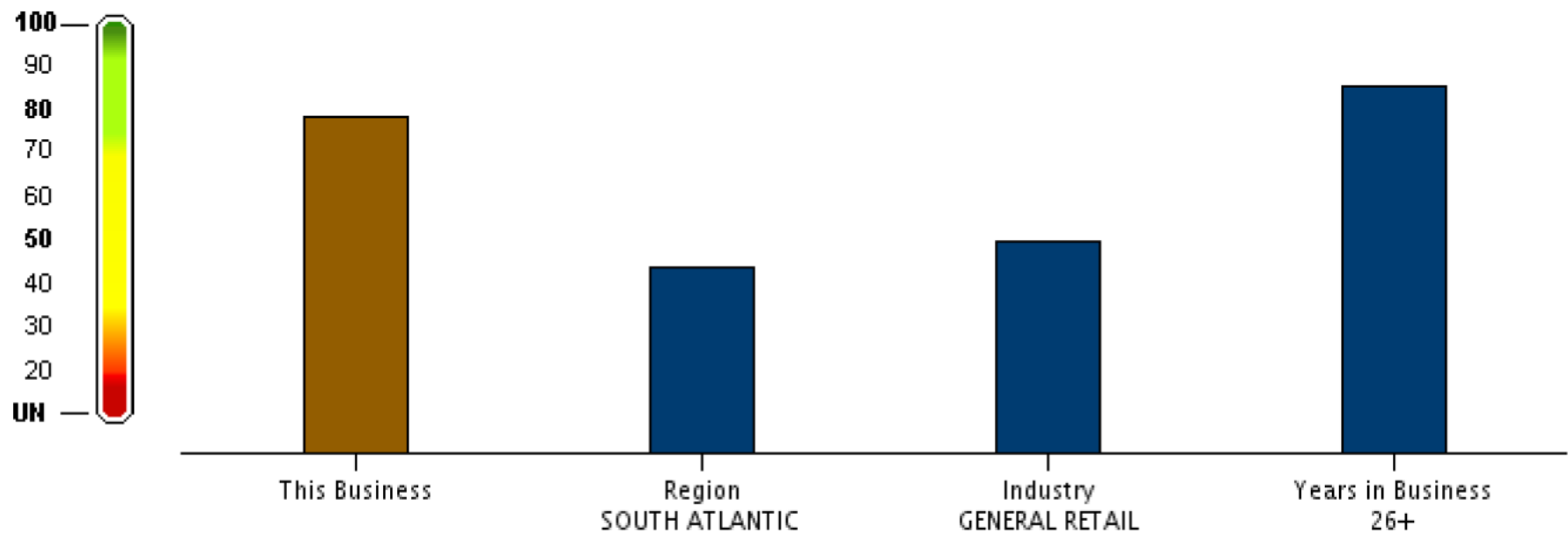
Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	78
Region: SOUTH ATLANTIC	43
Industry: GENERAL RETAIL	49
Employee range:	UN
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.


Higher risk than other companies with a comparable number of years in business.

Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

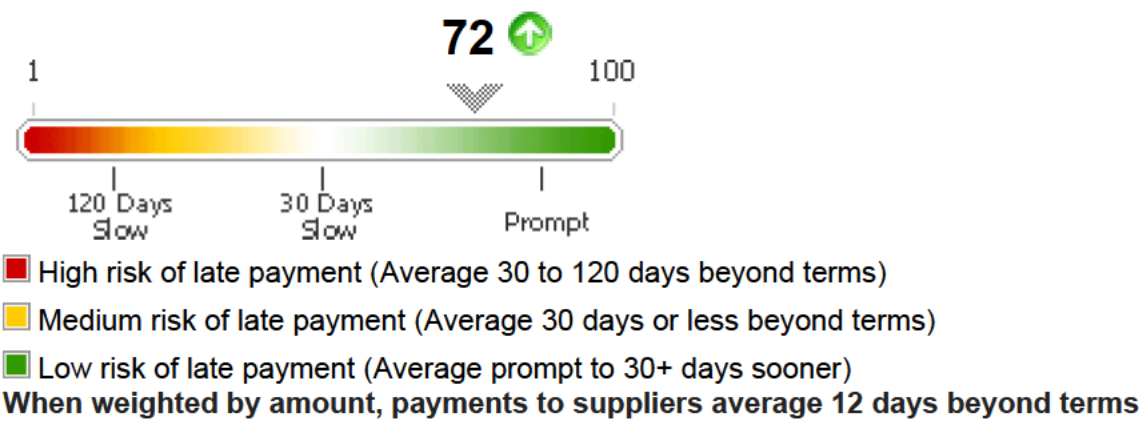
Timeliness of historical payments for this company.

Current PAYDEX is	72	Equal to 12 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is	78	Equal to 3 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

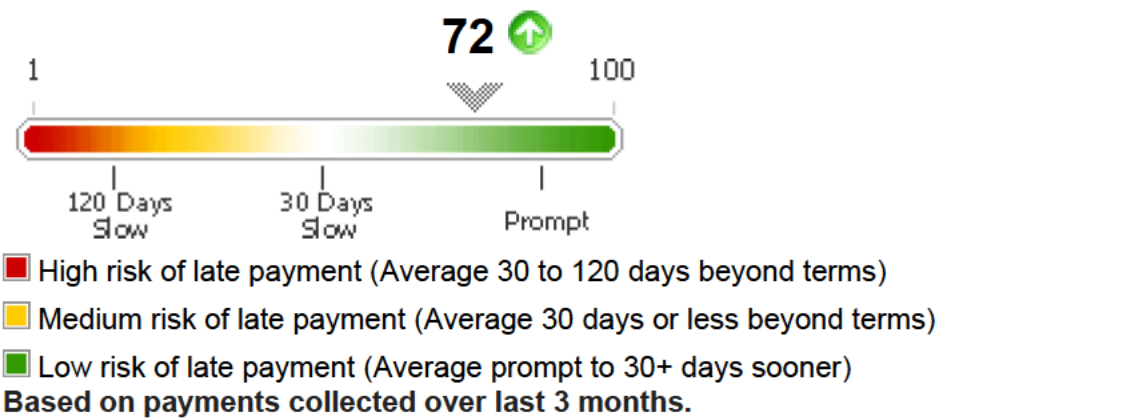
Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	732
Payments Within Terms (not weighted)	70 %
Trade Experiences with Slow or Negative Payments(%)	31.69%
Total Placed For Collection	5
High Credit Average	733,620
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	6,000,000

D&B PAYDEX



3-Month D&B PAYDEX

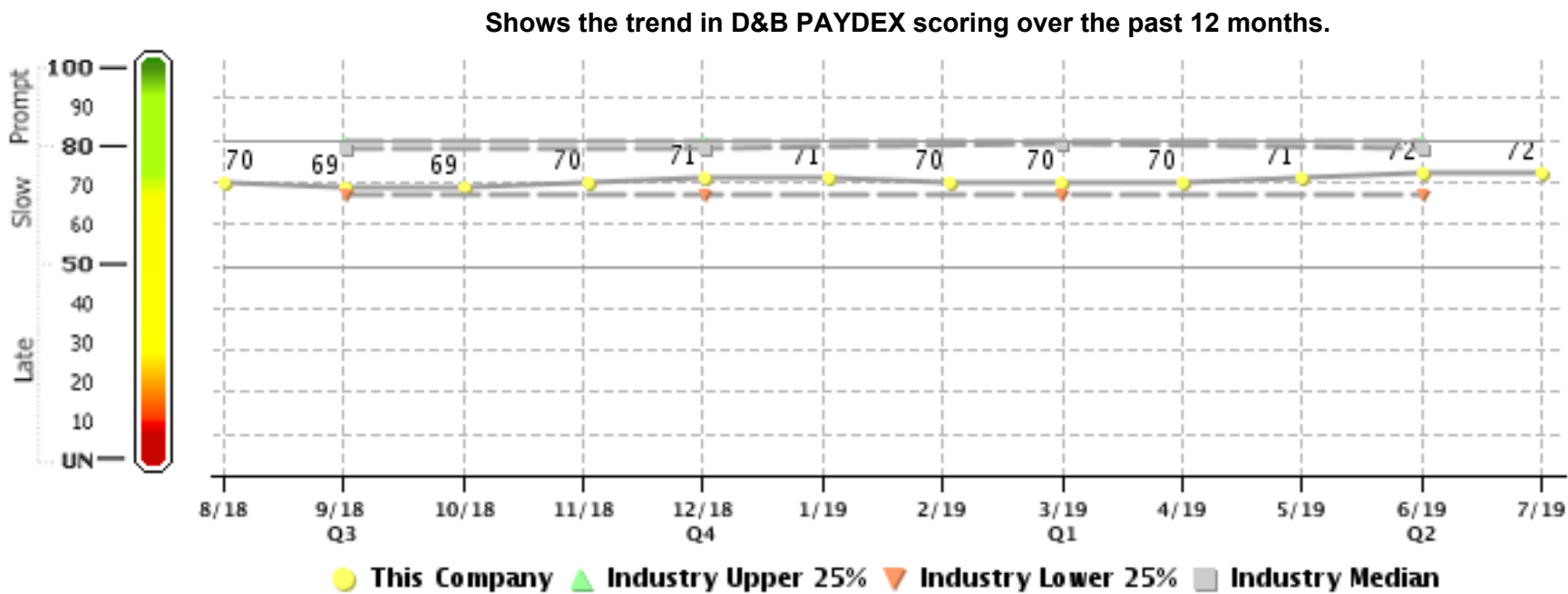


When weighted by amount, payments to suppliers average 12 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .

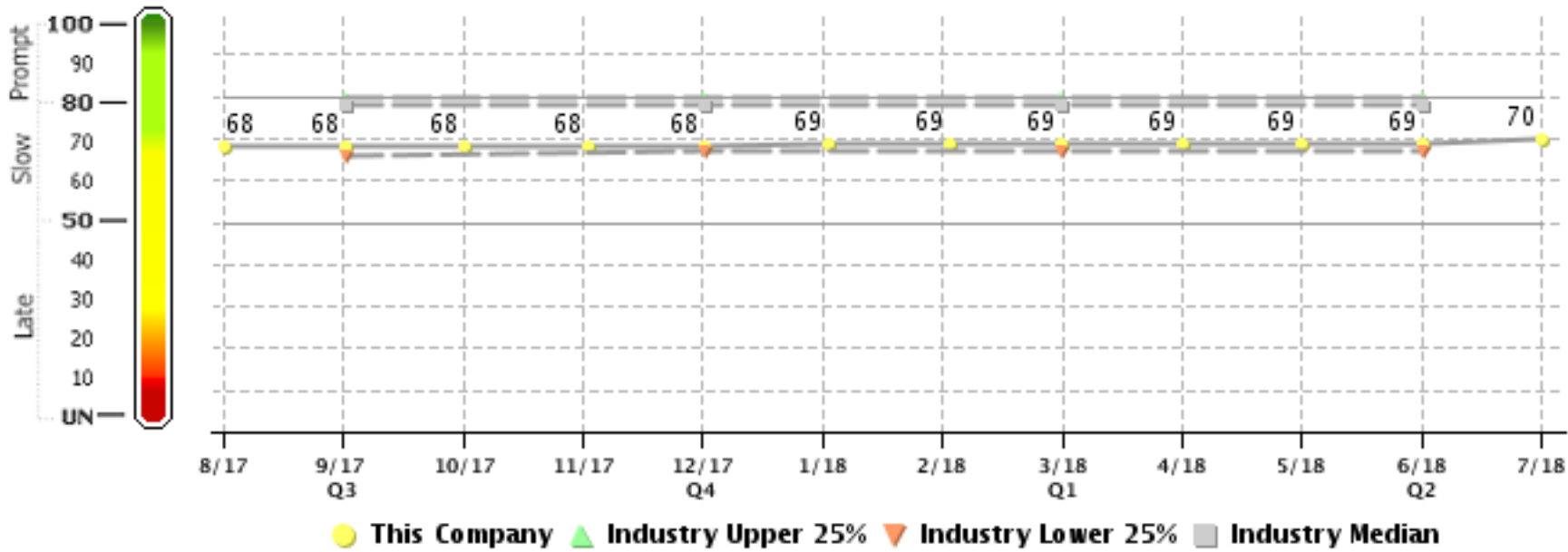


	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	6/19	7/19
This Business	70	69	69	70	71	71	70	70	70	71	72	72
Industry Quartiles												
Upper	.	80	.	.	80	.	.	80	.	.	80	.
Median	.	78	.	.	78	.	.	79	.	.	78	.
Lower	.	67	.	.	67	.	.	67	.	.	67	.

Current PAYDEX for this Business is 72 , or equal to 12 days beyond terms
The 12-month high is 72 , or equal to 12 DAYS BEYOND terms
The 12-month low is 69 , or equal to 16 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, whol office equipment, ret computers/software , based on SIC code 5943 .



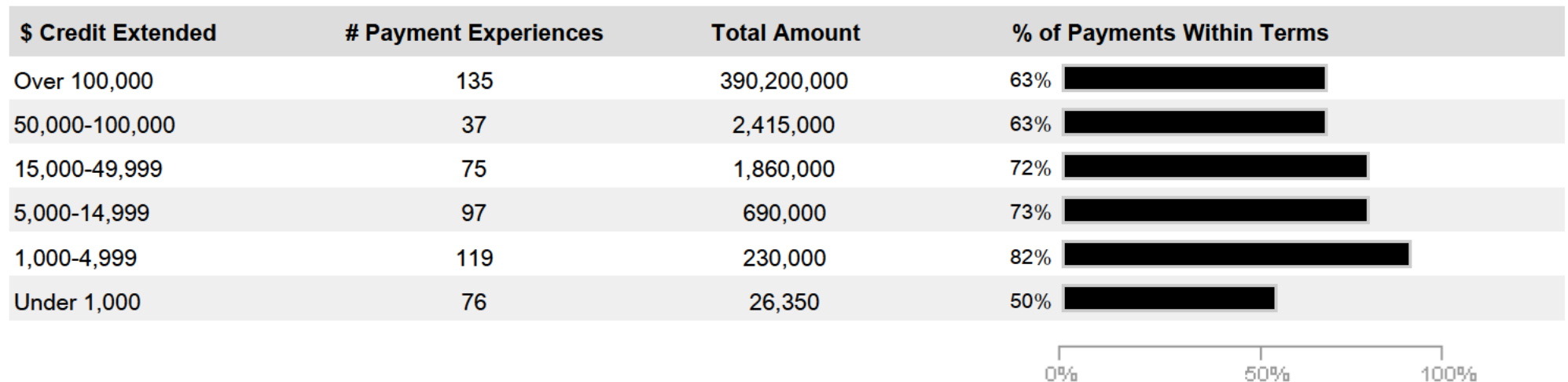
Previous Year	09/17 Q3'17	12/17 Q4'17	03/18 Q1'18	06/18 Q2'18
This Business	68	68	69	69
Industry Quartiles				
Upper	80	80	80	80
Median	78	78	78	78
Lower	66	67	67	67

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 72 , or equal to 12 days beyond terms
The present industry median Score is 78 , or equal to 3 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.



Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 732 payment experience(s) in D&Bs file for the most recent 24 months, with 398 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 6,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)			
Top Industries								
Public finance	93	973,650	100,000	98	2	0	0	0
Nonclassified	29	2,114,050	800,000	70	6	22	2	0
Trucking non-local	28	13,256,500	6,000,000	66	29	2	0	3
Electric services	27	213,550	35,000	92	8	0	0	0
Executive office	20	130,000	20,000	100	0	0	0	0
Short-trm busn credit	15	17,261,150	15,000,000	7	93	0	0	0
Whol office supplies	12	35,996,500	20,000,000	68	32	0	0	0
Whol computers/softwr	11	15,482,500	6,000,000	100	0	0	0	0
Mfg nonwd office furn	11	1,812,500	800,000	52	22	25	0	1
Whol service paper	11	613,300	250,000	50	40	5	5	0
Natnl commercial bank	11	606,100	200,000	100	0	0	0	0
Telephone communictns	11	63,600	55,000	99	0	0	0	1
Misc business credit	9	30,750	20,000	27	0	33	1	39
Mfg envelopes	8	7,781,000	4,000,000	95	0	5	0	0
Whol nondurable goods	8	870,100	300,000	94	5	0	1	0
Mfg wood home furn	7	2,112,500	1,000,000	47	53	0	0	0
Prepackaged software	7	1,980,000	750,000	61	39	0	0	0
Whol industrial suppl	7	720,100	500,000	55	7	3	35	0
Arrange cargo transpt	7	214,800	200,000	51	48	1	0	0
Mfg misc plastic prdt	6	75,262,500	50,000,000	50	50	0	0	0
Mfg photograph equip	6	9,535,000	8,000,000	54	44	0	0	2

Mfg wood office furn	6	5,382,500	5,000,000	94	1	2	0	3
Misc coml printing	6	3,155,000	2,000,000	86	6	4	4	0
Business consulting	6	3,253,000	1,000,000	69	31	0	0	0
Newspaper-print/publ	6	380,000	100,000	50	28	22	0	0
Natural gas distrib	6	61,000	20,000	93	7	0	0	0
Mfg computers	5	153,000,000	50,000,000	66	34	0	0	0
Truck rental/leasing	5	4,510,750	2,000,000	44	28	22	0	6
Mfg soap/detergents	5	1,500,750	700,000	13	37	0	13	37
Whol groceries	5	560,000	200,000	57	43	0	0	0
Mfg computer storage	5	195,100	100,000	50	42	8	0	0
Help supply service	5	123,250	100,000	94	2	0	2	2
Mfg manifold forms	5	43,500	30,000	63	37	0	0	0
Investment advice	5	13,250	10,000	0	47	0	6	47
Mfg confectionery	5	35,000	10,000	100	0	0	0	0
Detective/guard svcs	5	11,500	5,000	90	10	0	0	0
Electric w/other svcs	5	20,000	5,000	100	0	0	0	0
Misc business service	5	5,800	5,000	96	4	0	0	0
Air courier service	5	1,250	1,000	88	4	4	0	4
Whol appliances	4	9,350,000	6,000,000	65	35	0	0	0
Whol electronic parts	3	645,000	600,000	98	0	2	0	0
Custom programming	3	180,000	100,000	86	0	14	0	0
Mfg soft drinks	3	110,750	55,000	49	25	0	0	26
Whol industrial equip	3	52,750	50,000	0	48	47	0	5
Misc equipment rental	3	25,250	15,000	31	0	20	0	49
Television station	3	17,500	7,500	0	100	0	0	0
Mfg converted paper	2	2,065,000	2,000,000	0	100	0	0	0
Lithographic printing	2	502,500	500,000	100	0	0	0	0
Travel agency	2	495,000	400,000	60	40	0	0	0
Paper mill	2	257,500	250,000	98	1	1	0	0
Misc computer service	2	77,500	70,000	100	0	0	0	0
Local truck w/storage	2	45,750	45,000	49	50	1	0	0
Whol lumber/millwork	2	40,050	40,000	50	50	0	0	0
Mfg cleaning products	2	20,100	20,000	50	50	0	0	0
Ret misc merchandise	2	16,000	15,000	53	0	47	0	0
Mfg plane engine/part	2	12,500	10,000	60	40	0	0	0
Whol piece goods	2	10,000	7,500	100	0	0	0	0
Employment agency	2	6,000	5,000	41	42	0	0	17
Admin public health	2	3,500	2,500	100	0	0	0	0
Combination utilities	2	1,050	1,000	100	0	0	0	0
Whol chemicals	2	300	250	17	41	42	0	0
Mfg die cut/paper brd	1	5,000,000	5,000,000	100	0	0	0	0
Paperboard mill	1	4,000,000	4,000,000	0	100	0	0	0
Whol heating/ac equip	1	2,000,000	2,000,000	100	0	0	0	0
Mfg conveyors	1	2,000,000	2,000,000	50	0	50	0	0
Mfg stationery prdts	1	2,000,000	2,000,000	50	50	0	0	0
Paint/paper-hanging	1	1,000,000	1,000,000	100	0	0	0	0
Ret computer/software	1	1,000,000	1,000,000	100	0	0	0	0
Surety insurance	1	900,000	900,000	0	0	0	100	0
State commercial bank	1	750,000	750,000	100	0	0	0	0
Advertising reps	1	600,000	600,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Mfg sanitary paper	1	400,000	400,000	100	0	0	0	0
Mfg misc products	1	400,000	400,000	100	0	0	0	0
Mfg refrig/heat equip	1	300,000	300,000	100	0	0	0	0

Mfg audio/video equip	1	250,000	250,000	50	50	0	0	0
Mfg blankbook/binder	1	200,000	200,000	50	50	0	0	0
Mfg home cook equipt	1	200,000	200,000	50	50	0	0	0
Mfg elevator/escaltrs	1	100,000	100,000	100	0	0	0	0
Mfg calculating eqpt	1	100,000	100,000	50	50	0	0	0
Depository bank svcs	1	100,000	100,000	50	0	0	0	50
Industrial launderer	1	100,000	100,000	0	0	50	0	50
Job training services	1	80,000	80,000	50	50	0	0	0
Mfg computer terminal	1	50,000	50,000	50	0	50	0	0
Mfg nonwd fixtures	1	50,000	50,000	50	50	0	0	0
Oil/gas field service	1	20,000	20,000	0	0	100	0	0
Data processing svcs	1	20,000	20,000	50	50	0	0	0
Mfg wood fixtures	1	15,000	15,000	100	0	0	0	0
Mfg plane parts/equip	1	10,000	10,000	0	50	0	50	0
Mfg sporting goods	1	10,000	10,000	100	0	0	0	0
Mfg primary batteries	1	7,500	7,500	50	0	50	0	0
Engineering services	1	5,000	5,000	50	0	0	0	50
Accounting services	1	5,000	5,000	0	50	50	0	0
Management services	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	0	100	0	0	0
Mfg upholstered furn	1	5,000	5,000	0	0	100	0	0
Whol durable goods	1	2,500	2,500	50	50	0	0	0
Whol office equipment	1	2,500	2,500	50	50	0	0	0
Passenger car rental	1	2,500	2,500	100	0	0	0	0
Domestic sea transprt	1	2,500	2,500	0	50	0	50	0
Mfg ophthalmic goods	1	2,500	2,500	100	0	0	0	0
Gas production/distrb	1	1,000	1,000	100	0	0	0	0
Personal credit	1	1,000	1,000	100	0	0	0	0
Whol furniture	1	500	500	100	0	0	0	0
Mfg glass products	1	500	500	0	0	0	100	0
Ret mail-order house	1	500	500	100	0	0	0	0
Operative builders	1	500	500	50	0	50	0	0
Testing laboratory	1	250	250	100	0	0	0	0
Coating/engrave svcs	1	250	250	0	0	100	0	0
Radiotelephone commun	1	250	250	50	50	0	0	0
Airport/airport svcs	1	250	250	0	0	0	100	0
Reg misc coml sector	1	100	100	100	0	0	0	0
Whol flowers/supplies	1	100	100	0	0	50	50	0
Mfg canned fruit/veg	1	100	100	100	0	0	0	0
Mfg treated minerals	1	100	100	0	0	0	100	0
Ret stationery	1	50	50	100	0	0	0	0
Mfg die/tool/jig/fixt	1	50	50	0	0	0	0	100
Flooring contractor	1	50	50	0	50	0	0	50
Other payment categories								
Cash experiences	167	35,850	5,000					
Payment record unknown	9	206,400	100,000					
Unfavorable comments	3	30,250	25,000					
Placed for collections	5	N/A	0					
Total in D&B's file	732	395,693,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company


Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
07/19	Ppt	70,000	70,000	0		1 mo
	Ppt	7,500	0	0		6-12 mos
	Ppt	50	0	0	N30	1 mo
	Slow 120	1,000	1,000	1,000		
06/19	Ppt	1,000,000	1,000,000			2-3 mos
	Ppt	1,000,000	700,000	0		1 mo
	Ppt	1,000,000	1,000,000	0		1 mo
	Ppt	500,000	200,000	0		1 mo
	Ppt	400,000	400,000	0	N60	1 mo
	Ppt	100,000	0			2-3 mos
	Ppt	100,000	60,000	10,000	N30	1 mo
	Ppt	65,000	25,000	0		1 mo
	Ppt	35,000	35,000			1 mo
	Ppt	35,000	35,000	0		1 mo
	Ppt	25,000	25,000	0		1 mo
	Ppt	15,000	15,000	0	N30	1 mo
	Ppt	15,000				1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	7,500	5,000	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	7,500	0	0	N30	6-12 mos
	Ppt	5,000	5,000	0		1 mo
	Ppt	2,500	500	0		1 mo
	Ppt	2,500	1,000	0		
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	2,500	0		
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500				1 mo
	Ppt	1,000				1 mo
	Ppt	1,000	1,000	0		
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	1,000	1,000		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	0	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	750	0	0		1 mo
	Ppt	750	0	0		1 mo
	Ppt	750	0	0		6-12 mos
	Ppt	750	0	0		6-12 mos
	Ppt	750	0	0	N30	6-12 mos
	Ppt	500	100	0		1 mo
	Ppt	500	0	0		2-3 mos
	Ppt	500	0	0	N30	6-12 mos
	Ppt	100	0	0		6-12 mos

Ppt	100	100	0	1 mo
Ppt	100	0	0 1 10 N30	6-12 mos
Ppt	50	0	0	6-12 mos
Ppt	50	50	0	
Ppt	50	50	0 N30	1 mo
Ppt	50	0	0 N30	2-3 mos
Ppt	0	0	0	1 mo
Ppt	0	0	0 N30	1 mo
Ppt-Slow 15	1,000,000	0	0	2-3 mos
Ppt-Slow 15	600,000	200,000	65,000	1 mo
Ppt-Slow 15	300,000	100,000	35,000	1 mo
Ppt-Slow 15	200,000	90,000	30,000	1 mo
Ppt-Slow 30	300,000	10,000	5,000	1 mo
Ppt-Slow 30	95,000	90,000	20,000	1 mo
Ppt-Slow 30	60,000	60,000	60,000	1 mo
Ppt-Slow 30	35,000	35,000		2-3 mos
Ppt-Slow 30	30,000	20,000	5,000 N30	1 mo
Ppt-Slow 30	5,000	1,000	0	1 mo
Ppt-Slow 30	750	750	250	1 mo
Ppt-Slow 90	7,500	250	250	4-5 mos
Ppt-Slow 90+	2,500	1,000	1,000	1 mo
Ppt-Slow 120	80,000	80,000	55,000	1 mo
Slow 5	400,000	250,000	10,000	1 mo
Slow 5	25,000	20,000	15,000	1 mo
Slow 30	5,000	5,000	5,000	
Slow 60	10,000	10,000	10,000	6-12 mos
Slow 60	250	0	0	6-12 mos
Slow 90	750	750	750	1 mo
Slow 120	1,000	1,000	1,000 N30	
Slow 60-120	750	750	750 N30	2-3 mos
Slow 30-150	300,000	300,000		2-3 mos
(079) Bad debt .		1,000	1,000	1 mo
(080) Placed for collection .	2,500	2,500	2,500	1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid 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

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	2	09/01/17
Liens	18	06/10/19
Suits	29	06/05/19
UCCs	271	06/13/19

Judgments

Status	Unsatisfied
CASE NO.	05771 SCSC600326
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	RACHEL VAUGHAN
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
Date status attained	09/01/17
Date entered	09/01/17
Latest Info Received	09/28/17

Judgment award	307
Status	Unsatisfied
CASE NO.	2015788256HNB
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	HUI LIU
Where filed	ORANGE COUNTY SMALL CLAIMS COURT/NEWPORT BEACH, NEWPORT BEACH, CA
Date status attained	07/29/15
Date entered	07/29/15
Latest Info Received	02/19/16

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	2,714 (Sales and use)
Status	Open
FILING NO.	196702616
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	DAVIS COUNTY 2ND DISTRICT COURT, FARMINGTON, UT
Date Status Attained	06/10/19
Date Filed	06/10/19
Latest Info Received	06/20/19

Amount	2,714 (Sales and use)
Status	Open
FILING NO.	196404755
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	UTAH COUNTY 4TH DISTRICT COURT, PROVO, UT
Date Status Attained	06/10/19

Date Filed	06/10/19
Latest Info Received	06/20/19
<hr/>	
Amount	2,714 (Sales and use)
Status	Open
FILING NO.	196913438
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	06/03/19
Date Filed	06/03/19
Latest Info Received	06/13/19
<hr/>	
Amount	2,734 (Sales and use)
Status	Open
FILING NO.	196702199
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	DAVIS COUNTY 2ND DISTRICT COURT, FARMINGTON, UT
Date Status Attained	05/13/19
Date Filed	05/13/19
Latest Info Received	05/30/19
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Amount	2,734 (Sales and use)
Status	Open
FILING NO.	196404020
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	UTAH COUNTY 4TH DISTRICT COURT, PROVO, UT
Date Status Attained	05/13/19
Date Filed	05/13/19
Latest Info Received	05/30/19
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Amount	2,734 (Sales and use)
Status	Open
FILING NO.	196911263
Type	State Tax
Filed By	UTAH STATE TAX COMMISSION
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	05/06/19
Date Filed	05/06/19
Latest Info Received	05/23/19
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Amount	218,620
Status	Open

FILING NO.	2017-04255
Type	State Tax
Filed By	PENNSYLVANIA BUREAU OF COMPLIANCE
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	CUMBERLAND COUNTY PROTHONOTARY, CARLISLE, PA
Date Status Attained	04/05/17
Date Filed	04/05/17
Latest Info Received	05/25/17

Amount	314,658 (DEPT OF REV/TAX LIEN)
Status	Open
DOCKET NO.	201400017859
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Against	OFFICE DEPOT INC., BOCA RATON, FL
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	10/02/14
Date Filed	10/02/14
Latest Info Received	10/03/14

Amount	43
Status	Open
CASE NO.	14022128
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INCORPORATED, STOCKTON, CA AND OTHERS
Where Filed	SAN JOAQUIN COUNTY RECORDERS OFFICE, STOCKTON, CA
Date Status Attained	03/06/14
Date Filed	03/06/14
Latest Info Received	04/02/14

Amount	1,156
Status	Open
CASE NO.	12-0615003
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INC
Where Filed	RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE, CA
Date Status Attained	12/18/12
Date Filed	12/18/12
Latest Info Received	01/23/13

Suits

Status	Pending
DOCKET NO.	A1902781
Plaintiff	STEFFEN KEN
Defendant	OFFICE DEPOT INC
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH

Date status attained 06/05/19
Date filed 06/05/19
Latest Info Received 06/20/19

Status Pending
CASE NO. MVS1900370
Plaintiff PATTRITZIA FRATELLINI
Defendant OFFICE DEPOT, MORENO VALLEY, CA
Cause SMALL CLAIMS-\$1500 & UNDER
Where filed RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA

Date status attained 02/26/19
Date filed 02/26/19
Latest Info Received 04/11/19

Status Pending
CASE NO. 19CV 30215
Plaintiff SANDRA DUBE
Defendant OFFICE DEPOT INC.
Cause Personal injury - non-death
Where filed ADAMS COUNTY DISTRICT COURT, BRIGHTON, CO

Date status attained 02/05/19
Date filed 02/05/19
Latest Info Received 02/19/19

Status Pending
CASE NO. 502019CA000343XXXXMB
Plaintiff FOWLER, LATRISHA
Defendant OFFICE DEPOT INC,
Cause DISCRIMINATION EMPLOYMNT/OTHER
Where filed PALM BEACH COUNTY CIRCUIT COURT, WEST PALM BEACH, FL

Date status attained 01/09/19
Date filed 01/09/19
Latest Info Received 01/16/19

Status Pending
CASE NO. 201801031675CJC
Plaintiff FERNANDO ZOTEA
Defendant OFFICE DEPOT INC
Where filed ORANGE COUNTY SUPERIOR COURT, SANTA ANA, CA

Date status attained 11/06/18
Date filed 11/06/18
Latest Info Received 12/27/18

Suit Amount 1,000
Status Pending
CASE NO. CSM18 859070
Plaintiff ZAKI SINADA

Defendant OFFICE DEPOT AND OTHERS
Cause UNFAIR BUSINESS PRACTICE
Where filed SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA

Date status attained 09/25/18
Date filed 09/25/18
Latest Info Received 10/02/18

Suit Amount **3,000**
Status **Pending**
CASE NO. 05771 SCSC600326
Plaintiff RACHEL VAUGHAN
Defendant OFFICE DEPOT INC
Cause MONEY JUDGEMENT
Where filed POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA

Date status attained 06/20/17
Date filed 06/20/17
Latest Info Received 06/27/17

Suit Amount **50,000**
Status **Pending**
DOCKET NO. 17M1 300895
Plaintiff JACKSON JOSEPHINE
Defendant OFFICE DEPOT INC, CHICAGO, IL AND OTHERS
Where filed COOK COUNTY CIRCUIT COURT/1ST MUNICIPAL DIVISION, CHICAGO, IL

Date status attained 04/27/17
Date filed 04/27/17
Latest Info Received 05/09/17

Status **Pending**
DOCKET NO. A1701098
Plaintiff JOHNSON WARNER
Defendant OFFICE DEPOT INC.
Where filed HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH

Date status attained 02/23/17
Date filed 02/23/17
Latest Info Received 05/12/17

Suit Amount **10,000**
Status **Pending**
CASE NO. 17VESC01505
Plaintiff MOSKOVICH SARA
Defendant OFFICE DEPOT INC.
Cause SMALL CLAIMS (LIMITED JURISDICTION)
Where filed LOS ANGELES COUNTY SMALL CLAIMS COURT/VAN NUYS BRANCH, VAN NUYS, CA

Date status attained 02/14/17
Date filed 02/14/17
Latest Info Received 02/23/17

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2017 7422696
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Type	Amendment
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT, INC.
Filing No.	2019 2108152
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2019-03-27
Latest Info Received	04/26/19
Original UCC Filed Date	2017-11-08
Original Filing No.	2017 7422696

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7422605
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7422472
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17

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Collateral	All Assets and proceeds
Type	Original
Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Debtor	OD INTERNATIONAL, INC
Filing No.	2017 7422399
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17
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Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Filing No.	2017 7434972
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17
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Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OFFICE DEPOT FOREIGN HOLDINGS GP, LLC
Filing No.	2017 7434964
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17
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Collateral	All Assets
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtor	OD INTERNATIONAL, INC.
Filing No.	2017 7434956
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2017-11-08
Latest Info Received	12/26/17
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Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products
Type	Original
Sec. Party	CARROLLTON BANK, O'FALLON, IL
Debtor	LAPPE, CRAIG M., SAINT PETERS, MO
Filing No.	1710069456931
Filed With	SECRETARY OF STATE/UCC DIVISION, JEFFERSON CITY, MO

Date Filed	2017-10-06
Latest Info Received	10/10/17
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Collateral	Negotiable instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products
Type	Original
Sec. Party	A.T. CROSS COMPANY, LINCOLN, RI
Debtor	OFFICE DEPOT, INC.
Filing No.	2009 2280771
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2009-07-16
Latest Info Received	08/13/09
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Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS
Type	Original
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2008 3282710
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2008-09-26
Latest Info Received	10/22/08
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Type	Release
Sec. Party	JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC.
Filing No.	2011 0413271
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2011-02-03
Latest Info Received	03/29/11
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710
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Type	Amendment
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Debtor	OFFICE DEPOT, INC.
Filing No.	2012 1005273
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2012-03-14
Latest Info Received	04/05/12
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Continuation
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC., DELRAY BEACH, FL
Filing No.	2018 2560627
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2018-04-16
Latest Info Received	06/04/18
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Government Activity

Activity summary


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events


Currency: Shown in USD unless otherwise indicated 

Special Events

07/13/2019 -OTHER SPECIAL EVENT :

According to published reports, The Consumer Product Safety Commission, in cooperation with Office Depot, Inc., of Boca Raton, Fla. announced the voluntary recall of about 19,000 Realspace Magellan Performance Electric Height-Adjustable Desks. The desk's control box has an electrical issue resulting in reverse polarity, which could pose a shock hazard. The products were sold at Office Depot stores in the United States and Puerto Rico and online at officedepot.com from April 1, 2017 through February 22, 2019.

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

Company Name:	OFFICE DEPOT, INC.
Doing Business As :	OFFICE DEPOT ,

OFFICEMAX

Street Address:	6600 N Military Trl Boca Raton , FL 33496
Phone:	561 438-4800
URL:	http://www.officedepot.com
Stock Symbol:	ODP
History	Is clear
Operations	Profitable
Present management control	33 years
Annual Sales	11,015,000,000

History

The following information was reported: **05/21/2019**

Officer(s): JOSEPH S VASSALLUZZO, NON EXEC CHB+
GERRY P SMITH, CEO+
JOSEPH T LOWER, EXEC V PRES-CFO
N DAVID BLEISCH, EXEC V PRES-CLO-CORP SEC
JERRI DEVARD, EXEC V PRES-CCO
TODD HALE, EXEC V PRES-CIO
JANET SCHIJNS, CHIEF MERCHANDISING AND SERVICES OFFICER

DIRECTOR(S) : The officers identified by (+) and Kristin A Campbell, Cynthia T Jamison, Francesca Ruiz De Luzuriaga, V James Marino, David M Szymanski, and Nigel Travis.

The Delaware Secretary of State's business registrations file showed that Office Depot, Inc. was registered as a Corporation on September 12, 1986, under the file registration number 2101387.

Business started 1986.

The company's common stock is traded on the NASDAQ Global Select Market under the symbol "ODP ". As of January 26, 2018, there were 8,753 holders of record of the company's common stock. As of March 7, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were :

Blackrock, Inc. (9.66%); Hotchkis and Wiley Capital Management, LLC (8.05%); The Vanguard Group (7.85%); Thomas H. Lee Advisors, LLC (7.69%); Dimensional Fund Advisors LP (6.74%); and Fairpointe Capital LLC (5.60%). As of the same date, directors and officers as a group beneficially owns 2.18% of the outstanding shares.

RECENT EVENTS :

On February 6, 2018, Platinum Equity, LLC, acquired OfficeMax Australia Limited, Richmond, Australia, from the company.

On November 8, 2017, Lincoln Merger Sub One, Inc., f/k/a THL Portfolio Holdings Corp. an indirect parent company of CompuCom Systems, Inc., merged with and into Lincoln Merger Sub Two, LLC, a wholly-owned subsidiary of the company. With the merger, Lincoln Merger Sub One, Inc. has ceased to exist as a legal entity and the operations were integrated to Lincoln Merger Sub Two, LLC. As part of the transaction, CompuCom Systems Holding LLC, Fort Mill, SC, the direct parent company of CompuCom Systems, Inc., will now operate as a subsidiary of Lincoln Merger Sub Two, LLC. Terms of the deal were approximately \$937 million.

In October 2017, the company acquired Complete Office, LLC. As a result of the acquisition, Complete Office, LLC now operates as a subsidiary of Office Depot.

On April 26, 2017, Excelsior Capital Asia (HK) Limited, Pok Fu Lam, Hong Kong, acquired the South Korean business of the company.

On December 31, 2016, the company completed the sale of the OD European Business to The AURELIUS Group.

During the second quarter of 2016, the company completed its 400 store closure program associated with the 2014 Real Estate Strategy.

JOSEPH S VASSALLUZZO. Director since 2013. He was appointed as the independent Non-Executive Chairman of the Board in February 2017. Since 2002, he has served as a Director of the Federal Realty Investment Trust, where he is Chairman of the Board of Trustees.

GERRY P SMITH. Director since 2017. He was appointed to serve as CEO of the company effective February 2017. Prior to joining the company, he was at Lenovo Group Limited, since 2006, most recently serving as Executive Vice President and COO since 2016.

JOSEPH T LOWER. He was appointed as Executive Vice President and CFO in January 2018. Prior to joining the company, he served as Vice President and CFO at B/E Aerospace, Inc. between November 2014 and April 2017. Prior to joining B/E Aerospace, he was Vice President of Business Development and Strategy for The Boeing Company, where he spent 12 years.

N DAVID BLEISCH. he was appointed as Executive Vice President, Chief Legal Officer (CLO) and Corporate Secretary in September 2017. Prior to joining the company, he was Senior Vice President and CLO for The ADT Corporation from September 2012 through May 2016. Prior to assuming this role, he served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions.

JERRI DEVARD. She was named Executive Vice President and Chief Customer Officer (CCO) in January 2018. she joined the company in September 2017 as Executive Vice President and Chief Marketing Officer (CMO). Prior to joining the company, she was Senior Vice President and CMO for The ADT Corporation from April 2014 to June 2016.

TODD HALE. He was appointed as Executive Vice President and Chief Information Officer (CIO) in August 2016. Previously, he served as Senior Vice President, North American CIO. Mr. Hale joined the company in 2004.

JANET SCHIJNS. She was appointed as Executive Vice President, Chief Merchandising and Services Officer in January 2018. She joined the company in July 2017 as Senior Vice President, Chief Merchandising and Services Officer. Prior to joining the company, she held several positions with Verizon, most recently serving as Chief Channel Executive and Vice President of Verizon Business Markets from December 2016 until July 2017.

KRISTIN A CAMPBELL. Director since 2016. She has been the Executive Vice President and General Counsel for Hilton Worldwide Holdings Inc. since June 2011.

CYNTHIA T JAMISON. Director since 2013. She was the CFO of AquaSpy, Inc. from 2009 to 2012.

FRANCESCA RUIZ DE LUZURIAGA. Director since 2013. From 1999 to 2000, she served as the COO of Mattel Interactive, a business unit of Mattel, Inc.

V JAMES MARINO. Director since 2013. From 2006 until his retirement in August 2011, he was the President and CEO of Alberto-Culver Company.

DAVID M SZYMANSKI. Director since 2013. He became the Dean of the University of Cincinnati Lindner College of Business in 2010.

NIGEL TRAVIS. Director since 2012. He has been the Chairman of the Board of Dunkin' Brands Group Inc since May 2013 and its CEO since January 2009.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
Aug 03 2018

Registered Name:	OFFICE DEPOT, INC.
Business type:	DOMESTIC CORPORATION
Corporation type:	NOT AVAILABLE
Date incorporated:	Sep 12 1986
State of incorporation:	DELAWARE
Filing date:	Sep 12 1986
Registration ID:	2101387
Status:	GOOD STANDING
Status Attained Date:	Mar 02 2017
Where filed:	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent:	CORPORATE CREATIONS NETWORK INC. , 3411 SILVERSIDE ROAD TATNALL BUILDING STE 104 , WILMINGTON , DE , 198100000

Operations

05/21/2019

The company, together with its subsidiaries, provides various products and services. It operates in three divisions: Retail, Business Solutions, and CompuCom. The Retail division operates retail stores, which offer office supplies; technology products and solutions; business machines and related supplies; print, cleaning, breakroom, and facilities products; and office furniture in the United States, Puerto Rico, and the U.S. Virgin Islands. Its stores also provide printing, reproduction, mailing, and shipping services.

TRADEMARK (S): Office Depot, Ativa, Foray, Realspace, OfficeMax, TUL, WorkPro, Brenton Studio, Highmark, and others.

Description: Terms are cash and contract basis. Sells to general public and commercial concerns. Territory : International.

The company's business is somewhat seasonal, with sales generally trending lower in the second quarter, following the back-to-business sales cycle in the first quarter and preceding the back-to-school sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted its operations and financial position when compared to other periods. With the exception of online purchases placed or fulfilled in its retail locations, online sales activities are reported in the North American Business Solutions.

Employees: 45,000 which includes officer(s). 2,400 employed here.

Facilities: Leases 625,000 sq. ft. in a building.

Branches: The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.

Subsidiaries: The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

- 5943 9902 Office forms and supplies
- 5044 0000 Office equipment
- 5734 0000 Computer and software stores
- 5734 9901 Personal computers
- 5045 0000 Computers, peripherals, and software
- 5045 9905 Computers, nec

NAICS:

- 453210 Office Supplies and Stationery Stores
- 423420 Office Equipment Merchant Wholesalers
- 443142 Electronics Stores
- 443142 Electronics Stores
- 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
- 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Financials

Company Financials: D&B

05/21/2019

Three-year Statement Comparative:

	Fiscal Consolidated Dec 29 2018 (in thousands)	Fiscal Consolidated Dec 30 2017 (in thousands)	Fiscal Consolidated Dec 31 2016 (in thousands)
Current Assets	2,683,000	2,871,000	2,973,000
Current Liabilities	2,185,000	2,046,000	2,031,000
Current Ratio	1.23	1.4	1.46
Working Capital	498,000	825,000	942,000
Other Assets	3,483,000	3,452,000	2,567,000
Net Worth	2,126,000	2,120,000	1,852,000
Sales	11,015,000	10,240,000	11,021,000
Long Term Liab	1,855,000	2,157,000	1,657,000
Net Profit (Loss)	104,000	181,000	529,000

Company Financial: EDGAR (Annual Statements)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
ASSETS			
Current Assets			
Cash and Cash Equivalents	658,000,000.00	622,000,000.00	763,000,000.00
Short Term Investments	UN	UN	UN
Net Trade Receivables	885,000,000.00	931,000,000.00	687,000,000.00
Inventory	1,065,000,000.00	1,093,000,000.00	1,279,000,000.00
Other Current Assets	75,000,000.00	225,000,000.00	244,000,000.00
Total Current Assets	2,683,000,000.00	2,871,000,000.00	2,973,000,000.00
Furnitures and Fixtures	763,000,000.00	725,000,000.00	601,000,000.00
Fixed Assets	763,000,000.00	725,000,000.00	601,000,000.00
Long Term Investments	842,000,000.00	863,000,000.00	885,000,000.00
Deferred Long Term Asset Charges	284,000,000.00	305,000,000.00	466,000,000.00
Other Assets	258,000,000.00	260,000,000.00	219,000,000.00
Goodwill	914,000,000.00	851,000,000.00	363,000,000.00
Total Assets	6,166,000,000.00	6,323,000,000.00	5,540,000,000.00
Accumulated Amortization	UN	UN	UN
Intangible Assets	422,000,000.00	448,000,000.00	33,000,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	2,090,000,000.00	1,883,000,000.00	1,898,000,000.00
Short Term And Current Long Term Debt	95,000,000.00	96,000,000.00	29,000,000.00
Other Current Liabilities	0.00	67,000,000.00	104,000,000.00
Total Current Liabilities	2,185,000,000.00	2,046,000,000.00	2,031,000,000.00
Long Term Debt	1,444,000,000.00	1,712,000,000.00	1,156,000,000.00
Deferred Long Term Liability Charges	300,000,000.00	336,000,000.00	361,000,000.00
Negative Goodwill	UN	UN	UN
Minority Interest	UN	UN	UN
Other Liabilities	111,000,000.00	91,000,000.00	140,000,000.00
Misc Stocks Options Warrant	0.00	18,000,000.00	0.00
Total Liabilities	4,040,000,000.00	4,185,000,000.00	3,688,000,000.00
SHAREHOLDER'S EQUITY			
Preferred Stock Amount	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-173,000,000.00	-273,000,000.00	-453,000,000.00
Treasury Stock	-285,000,000.00	-246,000,000.00	-190,000,000.00
Capital Surplus	2,677,000,000.00	2,711,000,000.00	2,618,000,000.00
Other Equity	-99,000,000.00	-78,000,000.00	-129,000,000.00
Total Equity	2,126,000,000.00	2,120,000,000.00	1,852,000,000.00

Income Statement

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Sales (Revenue)	11,015,000,000.00	10,240,000,000.00	11,021,000,000.00
Cost of Revenue	8,464,000,000.00	7,779,000,000.00	8,313,000,000.00
Gross Profit	2,551,000,000.00	2,461,000,000.00	2,708,000,000.00
Sales And General Admin	2,218,000,000.00	2,036,000,000.00	2,255,000,000.00
Research and Development Expense	UN	UN	UN
Non Recurring Expenses	79,000,000.00	98,000,000.00	-65,000,000.00
Other Operating Items	UN	UN	UN
Operating Income	254,000,000.00	327,000,000.00	518,000,000.00

Net Total Other Income and Expenses	25,000,000.00	34,000,000.00	21,000,000.00
Earnings Before Interest and Taxes	279,000,000.00	361,000,000.00	539,000,000.00
Interest Expense	121,000,000.00	62,000,000.00	80,000,000.00
Earning Before Tax	158,000,000.00	299,000,000.00	459,000,000.00
Income Tax Expense	59,000,000.00	153,000,000.00	-220,000,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	99,000,000.00	146,000,000.00	679,000,000.00
Discontinued Operations	5,000,000.00	35,000,000.00	-150,000,000.00
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	104,000,000.00	181,000,000.00	529,000,000.00
Preferred Stocks and Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	104,000,000.00	181,000,000.00	529,000,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Depreciation	202,000,000.00	162,000,000.00	184,000,000.00
Net Income Adjustments	125,000,000.00	199,000,000.00	58,000,000.00
Changes in Liabilities	140,000,000.00	-252,000,000.00	-339,000,000.00
Changes in Accounts Receivables	43,000,000.00	15,000,000.00	55,000,000.00
Changes in Inventories	-2,000,000.00	160,000,000.00	56,000,000.00
Changes in Other Operating Activities	81,000,000.00	-83,000,000.00	-238,000,000.00
Net Cash Flows - Operating Activities	616,000,000.00	467,000,000.00	492,000,000.00
Capital Expenditures	-187,000,000.00	-141,000,000.00	-111,000,000.00
Investments	-0.00	-42,000,000.00	-0.00
Other Cash Flows from Investing Activities	-62,000,000.00	-847,000,000.00	27,000,000.00
Net Cash Flows - Investing Activities	-249,000,000.00	-1,030,000,000.00	-84,000,000.00
Dividends Paid	-55,000,000.00	-53,000,000.00	-26,000,000.00
Sale and Purchase of Stock	-57,000,000.00	-56,000,000.00	-132,000,000.00
Net Borrowings	-291,000,000.00	605,000,000.00	-299,000,000.00
Other Cash Flows from Financing Activities	-11,000,000.00	-23,000,000.00	-18,000,000.00
Net Cash Flows - Financing Activities	-414,000,000.00	473,000,000.00	-475,000,000.00
Effect of Exchange Rate	-9,000,000.00	7,000,000.00	-8,000,000.00
Change in Cash and Cash Equivalents	21,000,000.00	-168,000,000.00	-262,000,000.00

Financial Ratios

Period Ending	Fiscal Consolidated Dec 29 2018	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016
Solvency Ratios			
Current Ratio	1.23	1.40	1.46
Quick Ratio	0.71	0.76	0.71
Current Liabilities to Net Worth (%)	102.78	95.70	109.67
Total Liabilities/Net Worth (%)	190.03	195.74	199.14
Current Liabilities to Inventory	205.16	187.19	158.80
Fixed Assets to Net Worth (%)	35.89	33.91	32.45
Cash Ratio	0.30	0.30	0.38
Efficiency Ratios			
Accounts Payable to Sales Ratio	0.19	0.18	0.17

Sales to Working Capital Ratio	22.12	12.41	11.70
Sales to Inventory (%)	1034.27	936.87	861.69
Assets/Sales	55.98	61.75	50.27
ROCE (%)	7.01	8.44	15.36
Profitability Ratios			
Return on Net Worth (%)	4.89	8.54	28.56
Return on Assets (%)	1.69	2.86	9.55
Return on Sales (%)	2.53	3.53	4.89
Gross Profit Margin (%)	23.16	24.03	24.57
Operating Margin (%)	2.31	3.19	4.70
Pre-Tax Profit Margin (%)	1.43	2.92	4.16
Profit Margin (%)	0.94	1.77	4.80
Pre-Tax Return on Equity (%)	7.43	14.10	24.78
After Tax Return on Equity (%)	4.89	8.54	28.56
Operating Income to Interest Ratio	2.10	5.27	6.48
Financial Leverage Ratios			
EBITDA to EBIT Ratio	1.72	1.45	1.34
Debt to Income Ratio	38.85	23.12	6.97
Debt to Equity Ratio	1.90	1.97	1.99
Equity Ratio (%)	34.48	33.53	33.43
Interest Coverage Ratio	2.31	5.82	6.74
Interest Coverage by EBITDA Ratio	0.64	3.21	4.44

Note:UN=Unavailable

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Company Financial: EDGAR (Quarterly Statements)

Balance Sheet

Quarter	Q1	Q4	Q3	Q2
Quarter Ending	Mar 30 2019	Dec 29 2018	Sep 29 2018	Jun 30 2018
ASSETS				
Current Assets				
Cash and Cash Equivalents	604,000,000.00	658,000,000.00	925,000,000.00	747,000,000.00
Short Term Investments	UN	UN	UN	UN
Net Trade Receivables	1,780,000,000.00	885,000,000.00	950,000,000.00	905,000,000.00
Inventory	1,034,000,000.00	1,065,000,000.00	1,023,000,000.00	1,122,000,000.00
Other Current Assets	84,000,000.00	75,000,000.00	112,000,000.00	142,000,000.00
Total Current Assets	3,502,000,000.00	2,683,000,000.00	3,010,000,000.00	2,916,000,000.00
Furnitures and Fixtures	2,128,000,000.00	763,000,000.00	744,000,000.00	722,000,000.00
Fixed Assets	2,128,000,000.00	763,000,000.00	744,000,000.00	722,000,000.00
Long Term Investments	0.00	842,000,000.00	847,000,000.00	853,000,000.00
Deferred Long Term Asset Charges	244,000,000.00	284,000,000.00	272,000,000.00	290,000,000.00
Other Assets	266,000,000.00	258,000,000.00	257,000,000.00	259,000,000.00
Goodwill	922,000,000.00	914,000,000.00	908,000,000.00	881,000,000.00
Total Assets	7,471,000,000.00	6,166,000,000.00	6,472,000,000.00	6,359,000,000.00
Accumulated Amortization	UN	UN	UN	UN
Intangible Assets	409,000,000.00	422,000,000.00	434,000,000.00	438,000,000.00
LIABILITIES				
Current Liabilities				
Accounts Payable	2,392,000,000.00	2,090,000,000.00	2,136,000,000.00	2,023,000,000.00
Short Term And Current Long Term Debt	841,000,000.00	95,000,000.00	92,000,000.00	97,000,000.00

Other Current Liabilities	UN	0.00	0.00	0.00
Total Current Liabilities	3,233,000,000.00	2,185,000,000.00	2,228,000,000.00	2,120,000,000.00
Long Term Debt	632,000,000.00	1,444,000,000.00	1,646,000,000.00	1,668,000,000.00
Deferred Long Term Liability Charges	181,000,000.00	300,000,000.00	318,000,000.00	327,000,000.00
Negative Goodwill	UN	UN	UN	UN
Minority Interest	UN	UN	UN	UN
Other Liabilities	1,319,000,000.00	111,000,000.00	83,000,000.00	88,000,000.00
Misc Stocks Options Warrant	UN	0.00	0.00	0.00
Total Liabilities	5,365,000,000.00	4,040,000,000.00	4,275,000,000.00	4,203,000,000.00
SHAREHOLDER'S EQUITY				
Preferred Stock Amount	UN	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-180,000,000.00	-173,000,000.00	-160,000,000.00	-220,000,000.00
Treasury Stock	-296,000,000.00	-285,000,000.00	-268,000,000.00	-254,000,000.00
Capital Surplus	2,664,000,000.00	2,677,000,000.00	2,684,000,000.00	2,691,000,000.00
Other Equity	-88,000,000.00	-99,000,000.00	-65,000,000.00	-67,000,000.00
Total Equity	2,106,000,000.00	2,126,000,000.00	2,197,000,000.00	2,156,000,000.00

Income Statement

Quarter	Q1	Q4	Q3	Q2
Quarter Ending	Mar 30 2019	Dec 29 2018	Sep 29 2018	Jun 30 2018
Sales (Revenue)	2,769,000,000.00	2,670,000,000.00	2,887,000,000.00	2,628,000,000.00
Cost of Revenue	2,128,000,000.00	2,068,000,000.00	2,201,000,000.00	2,032,000,000.00
Gross Profit	641,000,000.00	602,000,000.00	686,000,000.00	596,000,000.00
Sales And General Admin	574,000,000.00	544,000,000.00	567,000,000.00	534,000,000.00
Research and Development Expense	UN	UN	UN	UN
Non Recurring Expenses	43,000,000.00	34,000,000.00	14,000,000.00	14,000,000.00
Other Operating Items	UN	UN	UN	UN
Operating Income	24,000,000.00	24,000,000.00	105,000,000.00	48,000,000.00
Net Total Other Income and Expenses	8,000,000.00	-4,000,000.00	11,000,000.00	11,000,000.00
Earnings Before Interest and Taxes	32,000,000.00	20,000,000.00	116,000,000.00	59,000,000.00
Interest Expense	23,000,000.00	30,000,000.00	31,000,000.00	31,000,000.00
Earning Before Tax	9,000,000.00	-10,000,000.00	85,000,000.00	28,000,000.00
Income Tax Expense	1,000,000.00	4,000,000.00	24,000,000.00	9,000,000.00
Equity Earnings or Loss	UN	UN	UN	UN
Minority Interest Expense	UN	UN	UN	UN
Net Income From Continuing Operations	8,000,000.00	-14,000,000.00	61,000,000.00	19,000,000.00
Discontinued Operations	0.00	0.00	0.00	-3,000,000.00
Effect of Accounting Changes	UN	UN	UN	UN
Extraordinary Items	UN	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00	0.00
Net Income	8,000,000.00	-14,000,000.00	61,000,000.00	16,000,000.00
Preferred Stocks and Other Adjustments	UN	UN	UN	UN
Net Income Applicable to Common Shares	8,000,000.00	-14,000,000.00	61,000,000.00	16,000,000.00

Statement of Cash Flow

Quarter	Q1	Q4	Q3	Q2
Quarter Ending	Mar 30 2019	Dec 29 2018	Sep 29 2018	Jun 30 2018
Depreciation	51,000,000.00	53,000,000.00	51,000,000.00	49,000,000.00
Net Income Adjustments	40,000,000.00	37,000,000.00	37,000,000.00	22,000,000.00
Changes in Liabilities	UN	140,000,000.00	UN	UN
Changes in Accounts Receivables	UN	43,000,000.00	UN	UN

Changes in Inventories	UN	-2,000,000.00	UN	UN
Changes in Other Operating Activities	-39,000,000.00	-196,000,000.00	158,000,000.00	-9,000,000.00
Net Cash Flows - Operating Activities	60,000,000.00	61,000,000.00	304,000,000.00	44,000,000.00
Capital Expenditures	-46,000,000.00	-66,000,000.00	-47,000,000.00	-37,000,000.00
Investments	UN	-0.00	-0.00	UN
Other Cash Flows from Investing Activities	-6,000,000.00	-2,000,000.00	-32,000,000.00	1,000,000.00
Net Cash Flows - Investing Activities	-52,000,000.00	-68,000,000.00	-79,000,000.00	-36,000,000.00
Dividends Paid	-14,000,000.00	-13,000,000.00	-14,000,000.00	-14,000,000.00
Sale and Purchase of Stock	-11,000,000.00	-17,000,000.00	-14,000,000.00	-26,000,000.00
Net Borrowings	-24,000,000.00	-217,000,000.00	-23,000,000.00	-26,000,000.00
Other Cash Flows from Financing Activities	-15,000,000.00	-8,000,000.00	-2,000,000.00	1,000,000.00
Net Cash Flows - Financing Activities	-64,000,000.00	-255,000,000.00	-52,000,000.00	-66,000,000.00
Effect of Exchange Rate	2,000,000.00	-5,000,000.00	1,000,000.00	-3,000,000.00
Change in Cash and Cash Equivalents	-54,000,000.00	-267,000,000.00	177,000,000.00	-27,000,000.00

Financial Ratios

Quarter	Q1	Q4	Q3	Q2
Quarter Ending	Mar 30 2019	Dec 29 2018	Sep 29 2018	Jun 30 2018
Solvency Ratios				
Current Ratio	1.08	1.23	1.35	1.38
Quick Ratio	0.74	0.71	0.84	0.78
Current Liabilities to Net Worth (%)	153.51	102.78	101.41	98.33
Total Liabilities/Net Worth (%)	254.75	190.03	194.58	194.94
Current Liabilities to Inventory	312.67	205.16	217.79	188.95
Fixed Assets to Net Worth (%)	101.04	35.89	33.86	33.49
Cash Ratio	0.19	0.30	0.42	0.35
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.86	0.78	0.74	0.77
Sales to Working Capital Ratio	10.29	5.36	3.69	3.30
Sales to Inventory (%)	267.79	250.70	282.21	234.22
Assets/Sales	269.81	230.94	224.18	241.97
ROCE (%)	0.76	0.50	2.73	1.39
Profitability Ratios				
Return on Net Worth (%)	0.38	-0.66	2.78	0.74
Return on Assets (%)	0.11	-0.23	0.94	0.25
Return on Sales (%)	1.16	0.75	4.02	2.25
Gross Profit Margin (%)	23.15	22.55	23.76	22.68
Operating Margin (%)	0.87	0.90	3.64	1.83
Pre-Tax Profit Margin (%)	0.33	-0.37	2.94	1.07
Profit Margin (%)	0.29	-0.52	2.11	0.61
Pre-Tax Return on Equity (%)	0.43	-0.47	3.87	1.30
After Tax Return on Equity (%)	0.38	-0.66	2.78	0.74
Operating Income to Interest Ratio	1.04	0.80	3.39	1.55
Financial Leverage Ratios				
EBITDA to EBIT Ratio	2.59	3.65	1.44	1.83
Debt to Income Ratio	670.62	-288.57	70.08	262.69
Debt to Equity Ratio	2.55	1.90	1.95	1.95
Equity Ratio (%)	28.19	34.48	33.95	33.90
Interest Coverage Ratio	1.39	0.67	3.74	1.90
Interest Coverage by EBITDA Ratio	-0.83	-1.10	2.10	0.32

Note:UN=Unavailable

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Stock Performance



Statement Update

05/27/2019

Interim Consolidated statement dated MAR 30 2019 (in thousands):

Assets		Liabilities	
Cash	604,000	Accts Pay	1,098,000
Accts Rec	944,000	Non-Recourse Debt	748,000
Inventory	1,034,000	Accruals	1,294,000
Prepaid Exps & Other Current Assets	84,000	L.T. Liab-(1yr)	93,000
Timber Notes Receivable	836,000		
Curr Assets	3,502,000	Curr Liabs	3,233,000
Fixt & Equip	730,000	Def Income Taxes & Other LT-Liabs	181,000
Goodwill	922,000	Long-Term Debt-Net	632,000
Operating Lease Right-Of-Use Assets	1,398,000	L.T. Liab-Other	1,319,000
Other Intangible Assets-Net	409,000	COMMON STOCK	6,000
Other Assets	510,000	ADDIT. PD.-IN CAP	2,664,000
		ACCUM OTHER COMPREHENSIVE LOSS	(88,000)
		RETAINED EARNINGS	(180,000)
		TREASURY STOCK	(296,000)
Total Assets	7,471,000	Total Liabilities + Equity	7,471,000

From DEC 30 2018 to MAR 30 2019 sales \$2,769,000,000; cost of goods sold \$2,128,000,000. Gross profit \$641,000,000; operating expenses \$617,000,000. Operating income \$24,000,000; other income \$8,000,000; other expenses \$23,000,000; net income before taxes \$9,000,000; Federal income tax \$1,000,000; net income \$8,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Explanations

The net worth of this company includes intangibles; Other Assets consist of deferred income taxes and other assets; Other Long Term Liabilities consist of pension and postretirement obligations-net and operating lease liabilities.

Additional Financial Data

Fiscal Consolidated statement dated DEC 29 2018 (in thousands):

Assets		Liabilities	
Cash	658,000	Accts Pay	1,110,000
Accts Rec	885,000	ST Borrowings & Current Mat-LT Debt	95,000
Inventory	1,065,000	Accruals	978,000
Prepaid Exps & Other Current Assets	75,000	Taxes	2,000
Curr Assets	2,683,000	Curr Liabs	2,185,000
Fixt & Equip	763,000	Def Income Taxes & Other LT Liabs	300,000
Goodwill	914,000	Long-term Debt-Net	690,000
Other Intangible Assets-Net	422,000	L.T. Liab-Other	865,000
Timber Notes Receivable	842,000	COMMON STOCK	6,000
Deferred Income Taxes	284,000	ADDIT. PD.-IN CAP	2,677,000
Other Assets	258,000	TREASURY STOCK	(285,000)
		RETAINED EARNINGS	(173,000)
		ACCUM OTHER COMPREHENSIVE LOSS	(99,000)
Total Assets	6,166,000	Total Liabilities + Equity	6,166,000

From DEC 30 2017 to DEC 29 2018 annual sales \$11,015,000,000; cost of goods sold \$8,464,000,000. Gross profit \$2,551,000,000; operating expenses \$2,297,000,000. Operating income \$254,000,000; other income \$45,000,000; other expenses \$136,000,000; net income before taxes \$163,000,000; Federal income tax \$59,000,000. Net income \$104,000,000.

Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Boca Raton, Florida.

ACCOUNTANTS OPINION

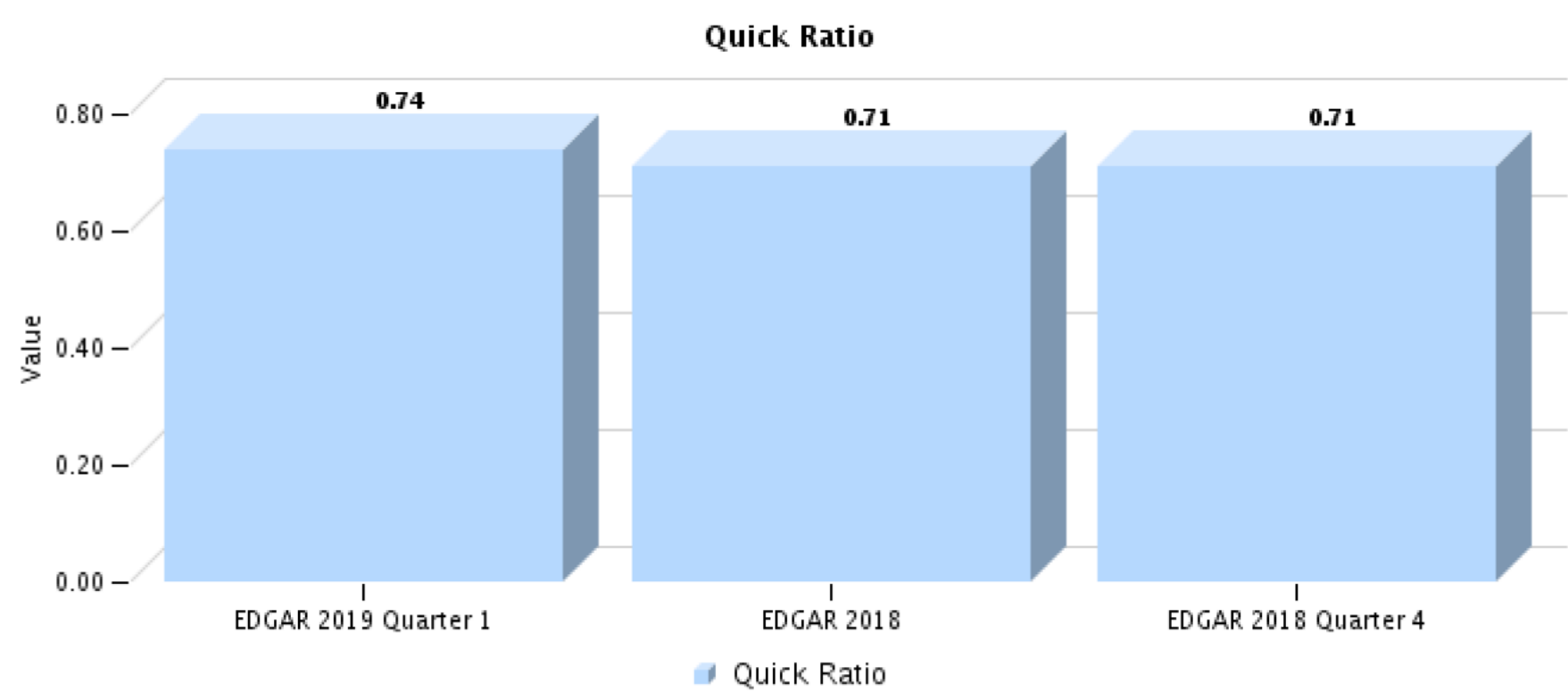
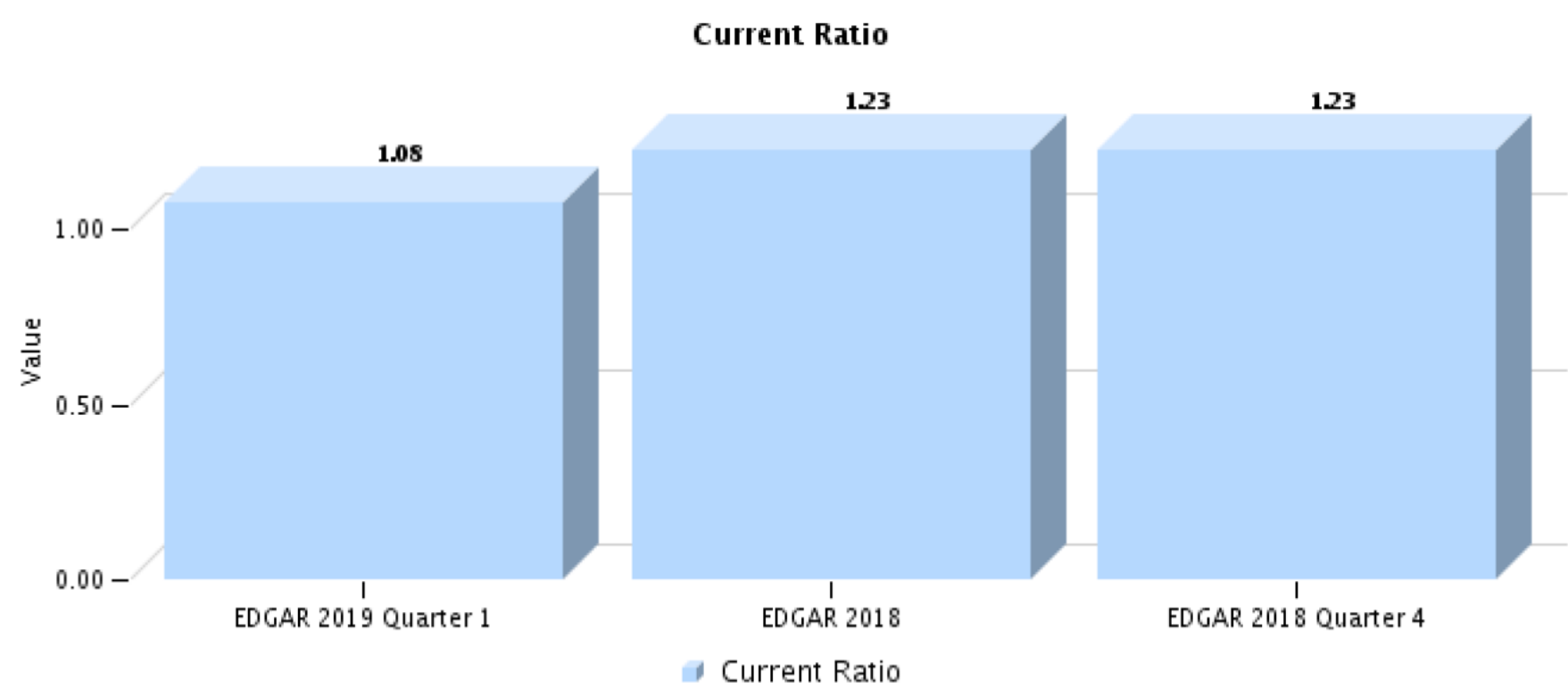
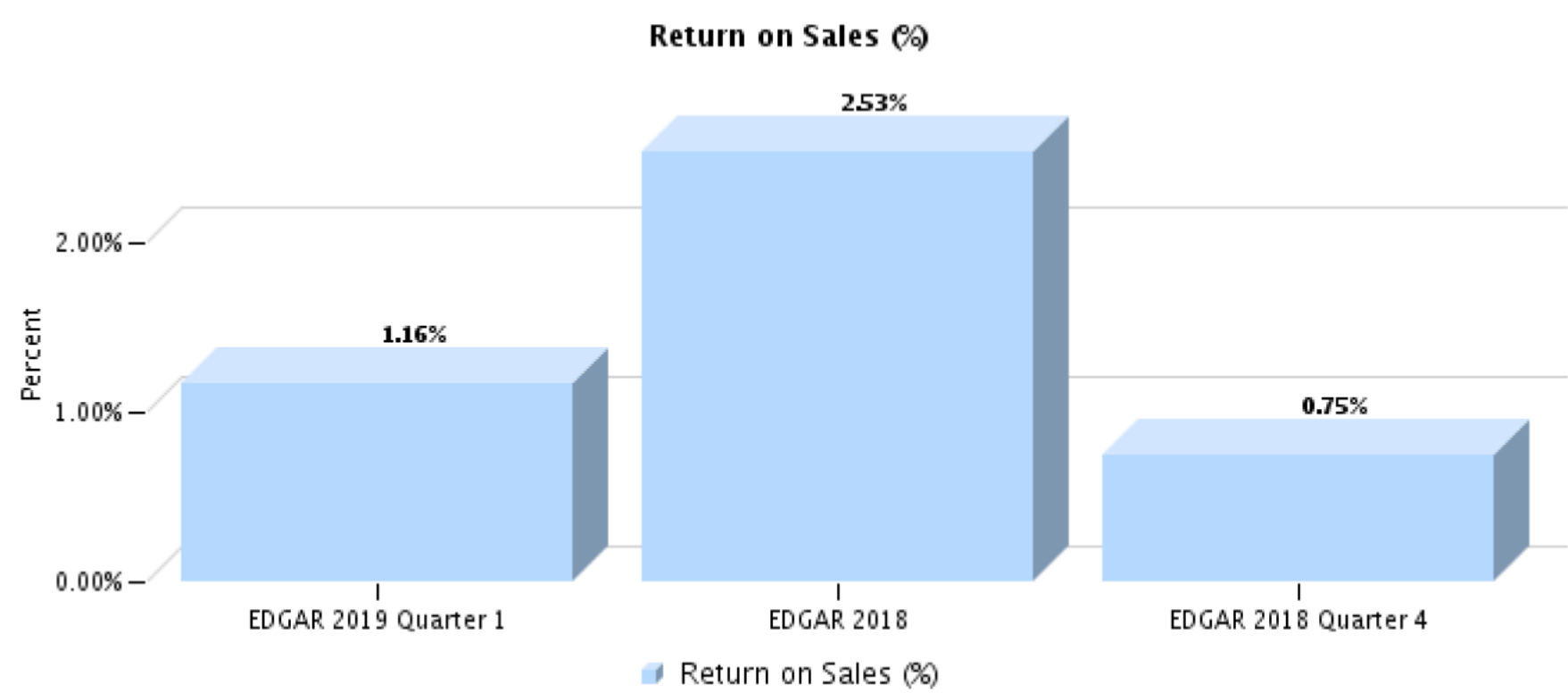
A review of the accountant's opinion indicated that the financial statements meet generally accepted accounting principles and that the audit contains no qualifications.

Fixed assets shown net less \$1,665,000,000 depreciation.

Explanations

The net worth of this company includes intangibles.

On May 21, 2019, the financial information was updated.



Balance Sheet

Financials By:		Compare Statements:			Show Variance By:	
EDGAR		EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Percent	
					Q1 2019 - 2018	2018 - Q4 2018
ASSETS						
Current Assets						
Total Cash	604,000,000.00	658,000,000.00	658,000,000.00		-8.21	0.00
Short Term Investments	UN	UN	UN		UN	UN
Net Trade Receivables	1,780,000,000.00	885,000,000.00	885,000,000.00		101.13	0.00
Inventory	1,034,000,000.00	1,065,000,000.00	1,065,000,000.00		-2.92	0.00
Other Current Assets	84,000,000.00	75,000,000.00	75,000,000.00		12.00	0.00
Total Current Assets	3,502,000,000.00	2,683,000,000.00	2,683,000,000.00		30.53	0.00
Furnitures and Fixtures	2,128,000,000.00	763,000,000.00	763,000,000.00		178.90	0.00
Fixed Assets	2,128,000,000.00	763,000,000.00	763,000,000.00		178.90	0.00
Long Term Investments	0.00	842,000,000.00	842,000,000.00		-	0.00
Deferred Long Term Asset Charges	244,000,000.00	284,000,000.00	284,000,000.00		-14.09	0.00
Other Assets	266,000,000.00	258,000,000.00	258,000,000.00		3.11	0.00
Goodwill	922,000,000.00	914,000,000.00	914,000,000.00		0.88	0.00
Total Assets	7,471,000,000.00	6,166,000,000.00	6,166,000,000.00		21.17	0.00
Accumulated Amortization	UN	UN	UN		UN	UN
Intangible Assets	409,000,000.00	422,000,000.00	422,000,000.00		-3.09	0.00
LIABILITIES						
Current Liabilities						
Accounts Payable	2,392,000,000.00	2,090,000,000.00	2,090,000,000.00		14.45	0.00
Short Term And Current Long Term Debt	841,000,000.00	95,000,000.00	95,000,000.00		785.27	0.00
Other Current Liabilities	UN	0.00	0.00		UN	-
Total Current Liabilities	3,233,000,000.00	2,185,000,000.00	2,185,000,000.00		47.97	0.00
Long Term Debt	632,000,000.00	1,444,000,000.00	1,444,000,000.00		-56.24	0.00
Deferred Long Term Liability Charges	181,000,000.00	300,000,000.00	300,000,000.00		-39.67	0.00
Negative Goodwill	UN	UN	UN		UN	UN
Minority Interest	UN	UN	UN		UN	UN
Other Liabilities	1,319,000,000.00	111,000,000.00	111,000,000.00		1088.29	0.00
Misc Stocks Options Warrant	UN	0.00	0.00		UN	-
Total Liabilities	5,365,000,000.00	4,040,000,000.00	4,040,000,000.00		32.80	0.00
SHAREHOLDER'S EQUITY						
Preferred Stock Amount	UN	UN	UN		UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00		0.00	0.00
Retained Earnings	-180,000,000.00	-173,000,000.00	-173,000,000.00		-4.05	0.00
Treasury Stock	-296,000,000.00	-285,000,000.00	-285,000,000.00		-3.86	0.00
Capital Surplus	2,664,000,000.00	2,677,000,000.00	2,677,000,000.00		-0.49	0.00
Other Equity	-88,000,000.00	-99,000,000.00	-99,000,000.00		11.12	0.00
Total Equity	2,106,000,000.00	2,126,000,000.00	2,126,000,000.00		-0.95	0.00

Income Statement

Financials By:		Compare Statements:			Show Variance By:	
EDGAR		EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Percent	
					Q1 2019 - 2018	2018 - Q4 2018
Sales (Revenue)	2,769,000,000.00	11,015,000,000.00	2,670,000,000.00		-74.87	312.55
Cost of Revenue	2,128,000,000.00	8,464,000,000.00	2,068,000,000.00		-74.86	309.29
Gross Profit	641,000,000.00	2,551,000,000.00	602,000,000.00		-74.88	323.76
Sales And General Admin	574,000,000.00	2,218,000,000.00	544,000,000.00		-74.13	307.73
Research and Development Expense	UN	UN	UN		UN	UN
Non Recurring Expenses	43,000,000.00	79,000,000.00	34,000,000.00		-45.57	132.36
Other Operating Items	UN	UN	UN		UN	UN
Operating Income	24,000,000.00	254,000,000.00	24,000,000.00		-90.56	958.34
Net Total Other Income and Expenses	8,000,000.00	25,000,000.00	-4,000,000.00		-68.00	725.00
Earnings Before Interest and Taxes	32,000,000.00	279,000,000.00	20,000,000.00		-88.54	1295.00
Interest Expense	23,000,000.00	121,000,000.00	30,000,000.00		-81.00	303.34
Earning Before Tax	9,000,000.00	158,000,000.00	-10,000,000.00		-94.31	1680.00
Income Tax Expense	1,000,000.00	59,000,000.00	4,000,000.00		-98.31	1375.00
Equity Earnings or Loss	UN	UN	UN		UN	UN
Minority Interest Expense	UN	UN	UN		UN	UN
Net Income From Continuing Operations	8,000,000.00	99,000,000.00	-14,000,000.00		-91.92	807.15
Discontinued Operations	0.00	5,000,000.00	0.00		-	-
Effect of Accounting Changes	UN	UN	UN		UN	UN
Extraordinary Items	UN	UN	UN		UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00		-	-
Net Income	8,000,000.00	104,000,000.00	-14,000,000.00		-92.31	842.86
Preferred Stocks and Other Adjustments	UN	UN	UN		UN	UN
Net Income Applicable to Common Shares	8,000,000.00	104,000,000.00	-14,000,000.00		-92.31	842.86

Cash Flow Statement

Financials By: EDGAR	Compare Statements:			Show Variance By:	
	EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Percent	
				Q1 2019 - 2018	2018 - Q4 2018
Depreciation	51,000,000.00	202,000,000.00	53,000,000.00	-74.76	281.14
Net Income Adjustments	40,000,000.00	125,000,000.00	37,000,000.00	-68.00	237.84
Changes in Liabilities	UN	140,000,000.00	140,000,000.00	UN	0.00
Changes in Accounts Receivables	UN	43,000,000.00	43,000,000.00	UN	0.00
Changes in Inventories	UN	-2,000,000.00	-2,000,000.00	UN	0.00
Changes in Other Operating Activities	-39,000,000.00	81,000,000.00	-196,000,000.00	-148.15	141.33
Net Cash Flows - Operating Activities	60,000,000.00	616,000,000.00	61,000,000.00	-90.26	909.84
Capital Expenditures	-46,000,000.00	-187,000,000.00	-66,000,000.00	75.41	-183.34
Investments	UN	0.00	0.00	UN	-
Other Cash Flows from Investing Activities	-6,000,000.00	-62,000,000.00	-2,000,000.00	90.33	-3000.00
Net Cash Flows - Investing Activities	-52,000,000.00	-249,000,000.00	-68,000,000.00	79.12	-266.18
Dividends Paid	-14,000,000.00	-55,000,000.00	-13,000,000.00	74.55	-323.08
Sale and Purchase of Stock	-11,000,000.00	-57,000,000.00	-17,000,000.00	80.71	-235.30
Net Borrowings	-24,000,000.00	-291,000,000.00	-217,000,000.00	91.76	-34.11
Other Cash Flows from Financing Activities	-15,000,000.00	-11,000,000.00	-8,000,000.00	-36.37	-37.50
Net Cash Flows - Financing Activities	-64,000,000.00	-414,000,000.00	-255,000,000.00	84.55	-62.36
Effect of Exchange Rate	2,000,000.00	-9,000,000.00	-5,000,000.00	122.23	-80.00
Change in Cash and Cash Equivalents	-54,000,000.00	21,000,000.00	-267,000,000.00	-357.15	107.87

Financial Ratios

Financials By: EDGAR	Compare Statements:			Show Variance By:	
	EDGAR Quarter 1 2019	EDGAR Annual 2018	EDGAR Quarter 4 2018	Percent	
				Q1 2019 - 2018	2018 - Q4 2018
Solvency Ratios					
Current Ratio	1.08	1.23	1.23	-12.20	0.00
Quick Ratio	0.74	0.71	0.71	4.23	0.00
Current Liabilities to Net Worth (%)	153.51	102.78	102.78	49.36	0.00
Total Liabilities/Net Worth (%)	254.75	190.03	190.03	34.06	0.00
Current Liabilities to Inventory	312.67	205.16	205.16	52.41	0.00
Fixed Assets to Net Worth (%)	101.04	35.89	35.89	181.53	0.00
Cash Ratio	0.19	0.3	0.3	-36.67	0.00
Efficiency Ratios					
Accounts Payable to Sales Ratio	0.86	0.19	0.78	352.64	-75.65
Sales to Working Capital Ratio	10.29	22.12	5.36	-53.49	312.69
Sales to Inventory (%)	267.79	1034.27	250.7	-74.11	312.56
Assets/Sales	269.81	55.98	230.94	381.98	-75.76
ROCE (%)	0.76	7.01	0.5	-89.16	1302.00
Profitability Ratios					
Return on Net Worth (%)	0.38	4.89	-0.66	-92.23	840.91
Return on Assets (%)	0.11	1.69	-0.23	-93.50	834.79
Return on Sales (%)	1.16	2.53	0.75	-54.16	237.34
Gross Profit Margin (%)	23.15	23.16	22.55	-0.05	2.71
Operating Margin (%)	0.87	2.31	0.9	-62.34	156.67
Pre-Tax Profit Margin (%)	0.33	1.43	-0.37	-76.93	486.49
Profit Margin (%)	0.29	0.94	-0.52	-69.15	280.77
Pre-Tax Return on Equity (%)	0.43	7.43	-0.47	-94.22	1680.86
After Tax Return on Equity (%)	0.38	4.89	-0.66	-92.23	840.91
Operating Income to Interest Ratio	1.04	2.1	0.8	-50.48	162.50
Financial Leverage Ratios					
EBITDA to EBIT Ratio	2.59	1.72	3.65	50.59	-52.88
Debt to Income Ratio	670.62	38.85	-288.57	1626.18	113.47
Debt to Equity Ratio	2.55	1.9	1.9	34.22	0.00
Equity Ratio (%)	28.19	34.48	34.48	-18.25	0.00
Interest Coverage Ratio	1.39	2.31	0.67	-39.83	244.78
Interest Coverage by EBITDA Ratio	-0.83	0.64	-1.1	-229.69	158.19

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Key Business Ratios

Statement Date

Dec 29 2018

Based on this Number of Establishments 13

Industry Norms Based On 13 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	0.9	4.7	3
Return on Net Worth %	4.9	4.9	2
Short-Term Solvency			
Current Ratio	1.2	2.4	4
Quick Ratio	0.7	0.8	3
Efficiency			
Assets to Sales %	56.0	53.3	3
Sales / Net Working Capital	22.1	5.9	1
Utilization			
Total Liabilities / Net Worth (%)	190.0	97.5	4

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 08:58 AM EDT
OFFICE DEPOT, INC.	Application - #FCLM5EAXG	Approved	11/06/2014 01:55 PM EST
Officedepot	Application - #FCLM5EAYL	Approved	11/06/2014 01:57 PM EST
Officedepot	Application - #FCL95EMC8	Approved	11/06/2014 02:04 PM EST
Officedepot	Application - #FCLC5EG6T	Approved	11/06/2014 02:32 PM EST
Officedepot	Application - #FCLH5EXX5	Approved	11/06/2014 02:39 PM EST
Officedepot	Application - #FCLL5EXQF	Approved	11/06/2014 02:42 PM EST
OFFICE DEPOT, INC.	Application - #FCL35EYGG	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLK5EYXW	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLE5EY55	Approved	11/06/2014 03:42 PM EST
Officedepot	Application - #FCLD5EY8F	Approved	11/06/2014 03:45 PM EST
Officedepot	Application - #FCLK5843V	Approved	11/07/2014 09:38 AM EST
Officedepot	Application - #FCLLJN9XB	Approved	11/10/2014 09:31 AM EST
Officedepot	Application - #FCLBJCKYN	Approved	11/10/2014 10:51 AM EST
Officedepot	Application - #FCLKJCKEL	Approved	11/10/2014 10:53 AM EST
OFFICE DEPOT, INC.	Application - #FCLLJCAA8	Approved	11/10/2014 11:00 AM EST
OFFICE DEPOT, INC.	Application - #FCLD3KWF	Approved	12/02/2014 04:09 PM EST
OFFICE DEPOT, INC.	Application - #FCL4EK5FW	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLKEK59A	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLDEKJDB	Approved	12/22/2014 02:29 PM EST
OD FLEX 15 TEST	Application - #FCHFA9X3N	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHHA9XJD	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHTA9XEJ	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHGAFD4C	Approved	04/30/2015 08:35 AM EDT

OD FLEX 15 TEST	Application - #FCHKAFDQL	Approved	04/30/2015 08:35 AM EDT
OD FLEX 15 TEST	Application - #FCHBAFDYJ	Approved	04/30/2015 08:35 AM EDT
OFFICE DEPOT	Application - #FCHLX6CPA	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHKX6CN6	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCH5X6CTD	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHEX6AJY	Approved	06/16/2015 01:11 PM EDT
OFFICE DEPOT	Application - #FCHLLGJJ9	Approved	06/22/2015 03:22 PM EDT
OFFICE DEPOT	Application - #FCH4LG3FG	Approved	06/22/2015 03:30 PM EDT
OFFICE DEPOT	Application - #FCHNLGEH5	Approved	06/22/2015 03:35 PM EDT
Company	Application - #FCHGJLKY5	Approved	09/30/2015 12:43 AM EDT
Company	Application - #FCH5JLK4Y	Approved	09/30/2015 12:43 AM EDT
OD Land	Application - #FCHJJPMVV	Approved	10/07/2015 12:14 PM EDT
Tam co	Application - #FCHV3QQ4	Approved	10/13/2015 10:52 AM EDT
tam	Application - #FCHA3XB3M	Approved	10/14/2015 10:25 AM EDT
test	Application - #FCHT3QAME	Approved	10/16/2015 01:17 PM EDT
TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGE C	Approved	10/21/2015 04:56 PM EDT
TEST	Application - #FCHB39EXG	Approved	10/22/2015 05:34 PM EDT
TEST	Application - #FCHW398CT	Approved	10/22/2015 05:42 PM EDT
test	Application - #FCH3EGYFQ	Approved	10/27/2015 03:58 PM EDT
TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
office depot	Application - #FCHK8PXFP	Approved	11/16/2015 11:48 AM EST
office depot	Application - #FCHM8PLKH	Approved	11/16/2015 11:50 AM EST
Office Depot	Application - #FCH36K85K	Approved	12/07/2015 03:24 PM EST
TEST	Application - #FCHG6KVJ5	Approved	12/07/2015 03:27 PM EST
office depot98712	Application - #FCHJ6KVAN	Approved	12/07/2015 03:39 PM EST
OD Land	Application - #FCHW6HJQ	Approved	12/08/2015 05:39 PM EST
OD Test	Application - #FCHNPTK54	Approved	01/20/2016 07:01 AM EST
OD Testing	Application - #FCHFPTBN4	Approved	01/20/2016 12:21 PM EST
OD Test Account	Application - #FCH3P9PDG	Approved	01/21/2016 02:55 PM EST
TM Inc.	Application - #FCHMBCAGE	Approved	01/23/2016 06:11 AM EST
OD Test Account	Application - #FCHJBEA3G	Approved	02/01/2016 01:53 PM EST
OD TEST ACCOUNT	Application - #FCHHBE33	Approved	02/01/2016 02:08 PM EST
OFFICE DEPPT	ACCOUNT - #4086867	Credit Increase Recommended	02/01/2016 04:01 PM EST
Office Depot	Application - #FCH5BVL9	Approved	02/02/2016 11:54 AM EST
Test	Application - #FCHA9KBLC	Approved	02/08/2016 10:38 AM EST
OD TEST	Application - #FCHA9GFBN	Approved	02/10/2016 01:46 AM EST
od test	Application - #FCHH9XDD6	Approved	02/10/2016 01:51 AM EST
OD 0212	Application - #FCHA9YYMY	Approved	02/12/2016 12:33 PM EST
OD 021216	Application - #FCHE9YYBD	Approved	02/12/2016 12:37 PM EST
OD test	Application - #FCHL93VBJ	Approved	02/16/2016 09:51 AM EST
OD 1-19	Application - #FCHE93984	Approved	02/16/2016 10:49 AM EST
OD 20-49	Application - #FCHD9396Y	Approved	02/16/2016 10:50 AM EST
OD 50-99	Application - #FCHF939TY	Approved	02/16/2016 10:50 AM EST
OD 100-149	Application - #FCHT939BW	Approved	02/16/2016 10:50 AM EST
OD 150-199	Application - #FCHK93FJH	Approved	02/16/2016 10:50 AM EST
OD 200-249	Application - #FCHN93FDV	Approved	02/16/2016 10:51 AM EST
OD 250-500	Application - #FCHJ93F3G	Approved	02/16/2016 10:51 AM EST
OD 500	Application - #FCHJ93FNE	Approved	02/16/2016 10:51 AM EST
MAB	Application - #FCWKDE93D	Approved	03/16/2016 02:59 PM EDT
TEST	Application - #FCWFNW9YW	Approved	03/28/2016 01:58 PM EDT
OD 500	Application - #FCWQKKB4X	Approved	04/22/2016 02:02 PM EDT
OD 500	Application - #FCWNKKBY5	Approved	04/22/2016 02:03 PM EDT
OD Flex Test	Application - #FCW6AFWQE	Approved	05/19/2016 11:34 AM EDT

OFFICE DEPORT	ACCOUNT - #608573	Credit Increase Recommended	07/18/2016 12:34 PM EDT
we	Application - #FCFQ6BXQF	Approved	09/09/2016 04:23 AM EDT
0468	ACCOUNT - #33147917	Credit Increase Recommended	01/19/2017 02:35 PM EST
OFFICE DEPOT	Application - #FCNBNVE4MN	Approved	04/04/2017 11:57 AM EDT
OFFICE DEPOT - Phoenix	Application - #FCNBNVE43D	Approved	04/04/2017 11:58 AM EDT
OFFICE DEPOT	Application - #FCNCKLAJKY	Approved	08/18/2017 05:54 PM EDT
STEVE HOOVER	ACCOUNT - #638744	Credit Review Required	09/05/2017 02:24 PM EDT
OFFICEDEPOT	ACCOUNT - #439407	Credit Increase Recommended	02/21/2018 12:56 PM EST
OD FOR FORMER ODN USERS	Application - #FCNLCKVWM	Approved	02/28/2018 05:43 PM EST
0406	ACCOUNT - #33052466	Credit Review Required	04/02/2018 02:41 PM EDT
SQ MULTI CC TEST ACCT	ACCOUNT - #25600094	Credit Review Required	04/02/2018 02:41 PM EDT
OD Test	Application - #FCNABAM6L	Approved	05/05/2018 10:04 AM EDT
OD TEST	Application - #FCNMBAXN	Approved	05/05/2018 10:39 AM EDT
234	ACCOUNT - #32973838	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2162	ACCOUNT - #34225371	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2145	ACCOUNT - #33121025	Credit Increase Recommended	06/11/2018 02:14 PM EDT
71	ACCOUNT - #32417724	Credit Increase Recommended	06/11/2018 02:14 PM EDT
122	ACCOUNT - #33000292	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2098	ACCOUNT - #41709478	Credit Increase Recommended	06/11/2018 02:14 PM EDT
OFFICEDEPOT-TIM	ACCOUNT - #21142717	Credit Increase Recommended	06/11/2018 02:14 PM EDT
950	ACCOUNT - #32962728	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2349	ACCOUNT - #34944338	Credit Increase Recommended	06/11/2018 02:14 PM EDT
436	ACCOUNT - #33299954	Credit Increase Recommended	06/11/2018 02:14 PM EDT
829	ACCOUNT - #34906474	Credit Increase Recommended	06/11/2018 02:14 PM EDT
55	ACCOUNT - #32973624	Credit Increase Recommended	06/11/2018 02:14 PM EDT
665	ACCOUNT - #33280592	Credit Increase Recommended	06/11/2018 02:14 PM EDT
178	ACCOUNT - #33108947	Credit Increase Recommended	06/11/2018 02:14 PM EDT
3266	ACCOUNT - #33024072	Credit Increase Recommended	06/11/2018 02:14 PM EDT
331	ACCOUNT - #33087322	Credit Increase Recommended	06/11/2018 02:15 PM EDT
samsung	Application - #FCN BG3KF4	Approved	06/27/2018 01:45 AM EDT
samsung	Application - #FCN HG3KFX9	Approved	06/27/2018 01:53 AM EDT
depot	Application - #FCN CGB8CKY	Approved	07/17/2018 01:44 PM EDT
office depot	Application - #FCN BGF DYLN	Approved	07/19/2018 02:58 PM EDT
MARK STONEBRAKER	ACCOUNT - #528910	Credit Increase Recommended	08/08/2018 08:57 AM EDT
Office Depot	Application - #FCN YX9GN5B	Approved	08/31/2018 02:34 AM EDT
Office Depot	Application - #FCN QLN4DVQ	Approved	09/06/2018 03:28 AM EDT
OD 117	ACCOUNT - #664163	Credit Increase Recommended	09/10/2018 01:57 PM EDT
OD test	Application - #FCN ALH3MH9	Approved	10/04/2018 10:30 AM EDT
Office Depot	Application - #FCN AL4VYHX	Approved	10/11/2018 11:25 AM EDT
0106	ACCOUNT - #33069354	Credit Review Required	01/07/2019 02:12 PM EST
Office Depot	Application - #FCN 4HVM5VY	Approved	01/09/2019 10:18 AM EST
Office Depot	Application - #FCN EWD5LNY	Approved	01/25/2019 02:13 PM EST
An OD Test Prospect	Application - #FCN FWWXYC	Approved	02/21/2019 09:15 PM EST
Office Depot	Application - #FCN JYN5NP9	Approved	05/28/2019 02:38 PM EDT
Office Depot	Application - #FCN 5YN5NTB	Approved	05/28/2019 02:38 PM EDT
Office Depot	Application - #FCN LYN5NA6	Approved	05/28/2019 02:38 PM EDT
Office Depot North	Application - #FCN BYCAYNT	Approved	05/29/2019 02:27 PM EDT
Office Depot North	Application - #FCN VYCAHY	Approved	05/29/2019 02:27 PM EDT
OFFICE DEPOT TEST	Application - #FCN 4YK5FK	Approved	05/31/2019 08:35 AM EDT
Office Depot	Application - #FCN 8YTN5M	Approved	06/06/2019 11:57 PM EDT
Office Depot	Application - #FCN 8YTNQV	Approved	06/06/2019 11:57 PM EDT
Office Depot	Application - #FCN XYTNJ9	Approved	06/06/2019 11:57 PM EDT
Office Depot	Application - #FCN 6YPG64	Approved	06/07/2019 02:49 AM EDT
Office Depot	Application - #FCN 6YPGB3	Approved	06/07/2019 02:49 AM EDT

Office Depot	Application - #FCNBY9PVN	Approved	06/07/2019 04:33 AM EDT
Office Depot	Application - #FCN4Y9PCA	Approved	06/07/2019 04:33 AM EDT
Office Depot	Application - #FCNHYG5QDD	Approved	06/08/2019 03:31 AM EDT
Office Depot	Application - #FCNBYG5QL9	Approved	06/08/2019 03:32 AM EDT
Office Depot	Application - #FCN4YX9V9G	Approved	06/11/2019 03:05 PM EDT
Office Depot	Application - #FCNHYX9VP8	Approved	06/11/2019 03:05 PM EDT
Office Depot	Application - #FCNBYX9TXV	Approved	06/11/2019 03:06 PM EDT
Office Depot	Application - #FCNXYX9T36	Approved	06/11/2019 03:06 PM EDT
Office Depot	Application - #FCNKYXF653	Approved	06/11/2019 03:53 PM EDT
Office Depot	Application - #FCNHYXF6A3	Approved	06/11/2019 03:53 PM EDT
Office Depot	Application - #FCNQYXF6NP	Approved	06/11/2019 03:53 PM EDT
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office depot	Application - #FCNHYLDDN	Approved	06/11/2019 04:04 PM EDT
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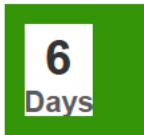
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Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

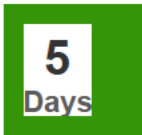
Days Beyond Terms - Past 3 & 12 Months

3 months from May 19 to Jul 19



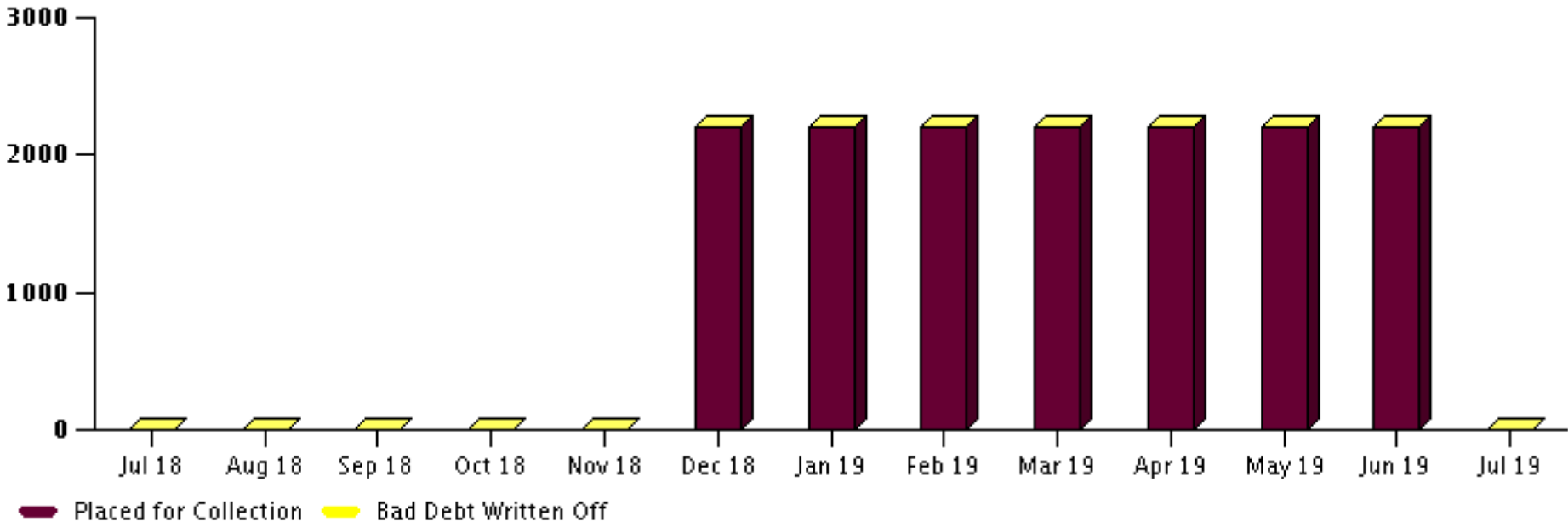
Dollar-weighted average of 7075 payment experiences reported from 128 companies

12 months from Aug 18 to Jul 19



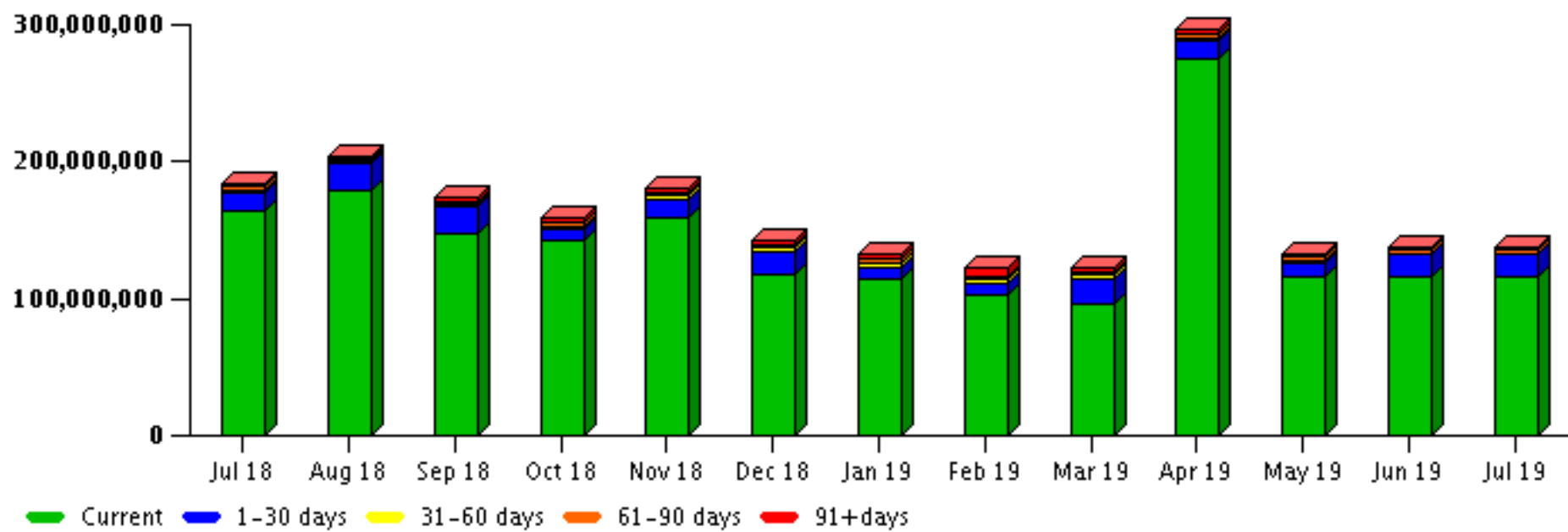
Dollar-weighted average of 9435 payment experiences reported from 187 companies

Derogatory Events Last 13 Months from Jul 18 to Jul 19



Status	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19
Placed for collection	-	-	-	-	-	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	2,199 on 1 acct	-
Bad debt written off	-	-	-	-	-	-	-	-	-	-	-	-	-

Total Amount Current and Past Due - 13 month trend from Jul 18 to Jul 19



Status	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Total	184,485,806	204,485,318	173,768,985	158,352,639	181,244,241	142,506,087	132,604,104	122,075,092	122,011,202	296,211,114	132,233,794	137,233,794
Current	163,721,893	178,419,110	148,107,221	142,534,372	158,484,462	117,503,276	114,262,863	102,162,513	96,295,405	274,832,809	116,317,951	116,317,951
1-30 Days Past Due	14,232,473	20,144,597	19,343,999	8,534,902	14,639,739	16,808,273	7,830,457	9,662,490	17,502,054	12,991,956	10,468,260	15,468,260
31-60 Days Past Due	1,607,574	1,189,584	1,474,016	2,034,486	2,837,348	2,849,526	4,418,827	2,657,250	3,347,395	2,981,960	976,122	876,122
61-90 Days Past Due	2,593,518	2,253,714	2,343,567	2,296,795	2,080,210	2,437,315	2,982,004	2,330,674	2,243,921	2,408,190	2,443,890	2,443,890
90+ Days Past Due	2,330,348	2,478,313	2,500,182	2,952,084	3,202,482	2,907,697	3,109,953	5,262,165	2,622,427	2,996,199	2,027,571	2,027,571

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Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Installation Request Form

Completing this checklist is mandatory for all dispenser installations to insure our customer receives the highest quality installation service available. Anything missing will delay this process.

Scan and send completed form to: Daniel.hagerty@officedepot.com

Date

Office Depot SDM

Phone

Managing Director

Phone

Account Manager

Phone

Customer Information Needed For Installation Purposes

Account Name

Account Number

Contact Name

Contact Number

Main Address

City, State Zip Code

Requested Start Date

Please allow a 3 week lead time

Requested Completion Date

Approved Install Days and Times

Important*****

Please complete the following tabs with Site Survey information

General Information

****Please note if any of this information is an estimate****

Also, please note if any of this information is noted on following Site Survey tabs.

Dispenser Types:

Towel

Tissue

Other

Soap/Sanitizer

Chemical

Manufacturers:

Georgia Pacific

Kimberly Clark

Other

Gojo

Betco

Hanging Allowance?

Mfgr contacted?

Yes

No

Allowance Granted?

Yes

No

Quantity Per Dispenser

Towel:

Being Installed:

Tissue:

Soap/Sanitizer:

Chemical:	_____
Other:	_____
TOTAL NUMBER:	_____

Number of individual addresses requiring installation	_____
---	-------

Number of rooms requiring installations	_____
---	-------

Types of rooms requiring installations	_____
--	-------

Wall Hanging/Recessed	_____
-----------------------	-------

Surface Material of Walls	_____
---------------------------	-------

Location of entrance/check-in	_____
-------------------------------	-------

Location of dispensers/refills	_____
--------------------------------	-------

Will the new dispenser fit the footprint of the current one?	Yes	No
--	-----	----

Internal Information

Working with Implementation Manager?	Yes	No
--------------------------------------	-----	----

Whom?	_____
-------	-------

Has a regular call been scheduled?	Yes	No
------------------------------------	-----	----

When?	_____
-------	-------

Inventory Management contacted about increased stocking?	Yes	No
--	-----	----

Dispensers drop shipped or sent from stock?	_____
---	-------

Site #	Site Address	Site Contact Name	Site Contact Ph #
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SITE #1														
Site #	Type of Dispenser	Location #1		Location #2		Location #3		Location #4		Location #5		Type of Install	Wall Material	Dispenser currently installed
		quantity	dispenser #	quantity	dispenser #	quantity	dispenser #	quantity	dispenser #	quantity	dispenser #			
1												Wall Hanging	Sheetrock	other brand foam
1												Wall Hanging	Metal	jumbo roll

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

ive, when federal funds are
ts by Participating Agency
ements as referenced in F

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

Does offeror agree? YES *[Signature]* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

Does offeror agree? YES /// Initials of Authorized Representative of offeror

Does Vendor agree? YES Initials of Authorized Representative of Vendor

Does offeror agree? YES 19 Initials of Authorized Representative of offeror

Does offeror agree? YES Initials of Authorized Representative of offeror

Does offeror agree? YES Initials of Authorized Representative of offeror

Offeror's Name: Office Depot, Inc.

Address, City, State, and Zip Code: 6600 North Military Trail Boca Raton, Florida 33496-2434

Phone Number: 561-438-4800

Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Wayne Lajoie, Vice President

Email Address: wayne.lajoie@officedepot.com

Signature of Authorized Representative: 

Date: 8/28/19

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Janitorial Supplies and Equipment. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including 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. Supplier is responsible for knowing the tax laws in each state.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section 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 OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

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

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective 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 Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Suppliers are required to pay an administrative fee of three percent (3%) 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 OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$288 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 Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. 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 OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

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 OMNIA Partners 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 OMNIA Partners 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.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under 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, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

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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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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.

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3.0 SUPPLIER RESPONSE

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 OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

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

The company has combined annual sales of approximately \$11 Billion, employs 46,000 associates, and serves consumers and businesses in North America and abroad with approximately 1,320 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

B. Total number and location of sales persons employed by Supplier.

Office Depot has approximately 1,200 Sales Representatives and Sales Support Team members supporting the contract customers including those that would be covered by the proposed contract. The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

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

Office Depot has approximately 60+ sales offices located in the USA at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

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

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ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Fort Worth	14600 Trinity Boulevard, Suite 300	76155
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320
VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

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D. Annual sales for the three previous fiscal years.



E. Submit FEIN and Dunn & Bradstreet report.

Office Depot's FEIN is 59-2663954.

We have attached a recent Dun & Bradstreet report in Attachment D.

F. Describe any green or environmental initiatives or policies.

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste



Recycled – contains post-consumer and/or post-industrial recycled materials



Remanufactured – made from quality components of previously used products



Recycling Solutions – designed to make recycling simple and convenient



Designed For Recyclability – easily disassembled by you after use



Helps Avoid Waste – reduces or eliminates material waste and/or chemical use



Leadership Forestry – made with fibre from Forest Stewardship Council (FSC) certified forests or sourcing programs



Responsible Agriculture – source from farms that meet specific leadership standards



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

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Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)



Refills/Refillables – designed for continued use, helping avoid single-use disposables



Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables



Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Save Energy Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products



Renewably Powered – designed to work without relying on an electric connection or disposable batteries



Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure



Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Biodegradable in Water – safely breaks down in freshwater or marine environments after use

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

Summary of Green Programs

Greener Purchasing Solutions:

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

Greener Operations:

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

Green Reporting & Communication:

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

Detail of Selected Programs

- *Green Product Assortment:* Office Depot was the first in our industry to introduce a “green” catalog called “The Green Book™” in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- *Green Reporting:* You can’t manage what you don’t measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

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- *TreeUp Program:* Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:
 1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
 2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
 3. The Arbor Day Foundation will either plant trees for \$1 per tree or offset carbon at a rate of \$7 per ton.
 4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2019 version is available as Attachment A on the UC website.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Office Depot provides a wide range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or

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women-owned suppliers and service-disabled veteran suppliers. We appreciate the opportunity to help our Tier 1 diversity partners while assisting UC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that UC contracts provide Participating Agencies while meeting the diversity needs of the Tier 1 Partners.

In the event a Participating Agency wishes to purchase under the UC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, UC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the UC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the UC contract sell price plus the Tier 1 program fee which shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

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

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

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.

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- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full-line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

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

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

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

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products

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- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

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

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

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

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

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

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

Diverse supplier sales in recent years have been:

[illegible]

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Tier I Reseller Program

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

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

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

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

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

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

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

In the event a Participating Agency wishes to purchase under the UC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, UC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the UC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the UC contract sell price plus the Tier 1 program fee which shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot.

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I. Describe how supplier differentiates itself from its competitors.

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Members, providing them opportunities not available from other suppliers. These include:

- **Certificates for trees planted or carbon offsets purchased in the Members name** which they can post or publish under the **TreeUp program** based on purchasing thresholds of paper by the Member. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.2.F.
- **In-Store self-printing capability using Members Credit Cards** enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.
- **A new group in Office Depot specializes in customer satisfaction.** The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.
- **All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate** a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program
- Other key differentiators include:
- Largest portfolio of products and services in the industry with value-adds:
 - Janitorial & Breakroom Supplies
 - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
 - Print-on-Demand
 - Virtual File Cabinet
 - Brand Identity
 - Managed Print Services
 - Promotional Products
 - National copy and print program for in-store use
 - Furniture
 - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sale price.

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- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony;
or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

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3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

With over 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer “modern supplies” and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with UC and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as “voice of educator” with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

Office Depot – Workspace Facilities (Cleaning and Breakroom)

As part of the awarded contract, Office Depot is pleased to offer a Workspace Facilities solution to UC/OMNIA Partners.

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you’ll find the solutions from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage your facility products and services solutions, you will be able to allocate more resources toward your core business instead of toward maintaining how your business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are your single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for you.

Approach



Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on site assessments to fully understand the current products

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and processes. We then will actively listen to your stakeholders needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.

The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next day delivery. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs.

Facilities Solutions:

Office Depot's Workspace Facilities assortment features quality products for all of your facilities – cleaning, breakroom, and facility supply needs;

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.;
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet your needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber;

Breakroom Services

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix your brewer or filtered water system. We have everything you need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment / **Coffee Brewers**. We provide brewer options for both traditional coffee as well as single cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT



- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

Health Workplace Solutions

Office Depot understands that high morale and a sustainably clean, productive school environment is instrumental to advance student achievement, skill mastery and equal access. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will access and customize a program with goals to include:

- Healthy & Safe Schools
- Student Achievement & Teacher Effectiveness
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot® difference.*

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Office Depot proposes to provide products and services offered to all 50 USA States and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

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

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

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

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics
- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries. GPS Tracking Includes:
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 25 Distribution Centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Office Depot Distribution Center Locations	
Anchorage DS #557 201 E 6TH Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217 th Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Cincinnati DC #1170 4700 Mulhauser Road Hamilton, OH 45011	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Phoenix DC #5101 602 South 63 rd Avenue Phoenix, AZ 85043	Kahului DC #6890 80 South Hana Highway Kahului, HI 96732
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984
Newville DC #5910 950 Centerville Road Newville, PA 17241	

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

DC = Distribution Center
DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA which will provide Participating Agencies products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Implementing the new UC/Omnia Partners contract with Office Depot will be fast, easy, and painless.

Office Depot has been the primary office products supplier for the UC and the Southeast Florida Governmental Purchasing Cooperative for over 19 years, and in addition is the current contractor for the UC/Omnia Partners national cooperative. Our partnership with the UC and Omnia Partners has resulted in significant contract growth, with the contract currently being utilized by 1,347 state and local government, K-12, higher education and political subdivision customers. These accounts placed 823,459 orders that we delivered to 19,360 locations in 35 states. Awarding the new contract to Office Depot continues this partnership and will result in a seamless transition as the time consuming & expensive work to implement a new contract will not be required. These customers are already setup in our system with established ordering, delivery and invoicing based on their individual requirements and are fully trained and utilizing our ecommerce platforms.

Office Depot will assign a Project Manager for the new contract implementation. Project plans will outline each stage of implementation including the assessment of the IT integration steps (if necessary), procurement plan, logistical/inventory requirements for each location, & confirmation of service levels for the new contract. Our implementation timetable will be adjusted to accommodate each customers needs during the new contract implementation, however, the timeline required to implement this contract should be very short. Within 2 weeks after award Office Depot will:

- Schedule meetings with key customer decision makers to review current account settings & develop enhancement plans Customization of our standard Implementation work plan (almost all steps have been completed)
- Develop an outreach program to the active buyers for 1,347 accounts to introduce the new contract through the use of e-mails, Webinars, & onsite training sessions. Communications will be approved by & coordinated with the UC and Omnia Partners.
- Provide downloadable information to reinforce training sessions

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- Leverage our national network of dedicated public sector sales specialists to provide direct local implementation support to contract users

Customers will not need to learn new ordering systems & processes and the implementation will be operationally seamless & largely transparent to all current UC/Omnia Partners contract users.

Our expectation is that the new contract can be fully implemented within 30-45 days from notice. Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Sales reps will be made aware of the contract award through corporate announcements, conference calls, e-mail announcements, and Regional sales meetings.

- i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Office Depot will involve executive leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract.

- ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Office Depot will begin training and education of the sales force within the first 90 days by utilizing SKYPE meetings, conference calls, regional meetings, and Corporate communications and announcements and our new collateral management system, called Seismic. Seismic will allow training materials to be accessible to all field reps at any time needed, thus furthering the reach of the training materials.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. [Please see our proposed 90 day plan in section viii.](#)

- i. **Creation and distribution of a co-branded press release to trade publications**

Office Depot will create a press release with quotes from [UC/OMNIA Partners](#) and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement, etc.

- ii. **Announcement, contract details and contact information published on the Supplier's website within first 90 days**

Within 90 days of contract award the contract information and details will be available to you at [tin the business.officedepot.com](http://tin.thebusiness.officedepot.com) website.

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

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve reps ability to search, locate and send collateral to new and perspective customers a new system for collateral management has been adopted by Office Depot. Seismic, the new collateral management system, has expanded search capabilities and will allow materials to be sent via e-mail directly from Salesforce – out CRM system.

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

Office Depot is committed to supporting [UC/OMNIA Partners](#) at all national events, including the NIGP Annual Forum, NPI Conference, etc., as well as Regional Events including Chapter Meetings, Regional Summits, etc.

Furthermore, Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives including support from Marketing and local area sales representatives.

As in the past Office Depot will assist with promotion and marketing efforts for the Forum including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by UC/OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum including panel discussions and planning meetings.

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

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various marketing efforts in conjunction with UC/OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

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

Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to UC/OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

In 2018 a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with UC/OMNIA Partners to further the contract adoption. **Please see the marketing calendar for the first 12 contract months in section viii.**

OMNIA PARTNERS EXHIBITS

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viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Office Depot agrees to provide a dedicated UC/OMNIA Partners web-based home page on our website similar to the current page we provide on <http://www.officedepot.com> for the UC homepage. See a draft mock-up following. We will use a logo that you have pre-approved and it will include all of the items listed under viii. above, as requested. Mockup of the proposed UC/OMNIA page on Office Depot's website with all the elements required in paragraph viii above.

1/15/2019 The Cooperative Purchase Network & Office Depot



Request an Account
About Us
Industry Solutions
Small and Medium Business
Large Business Enterprise
Education
Government
Healthcare
Shop Products
Technology
Office Supplies
Cleaning
Breakroom
Furniture
Services and Solutions
Green Solutions
Installation Services
Water Services
Tech Services
Managed Print Services
Coffee Services
Shredding Services
Print Services
Sustainability Programs
Supplier Diversity Programs
Environmental Programs
Office Depot Foundation

Office Depot understands the unique needs of your organization and is proud to partner with Region 460 to serve public agencies nationwide.

Region 4 ESCB BENEFITS

- Set specific spending limits for your account
- Ensure quick, efficient order delivery
- Give smaller agencies equal purchasing power
- Help you implement best business practices
- Provide expert advice on choosing the latest tech

GOVERNMENT & EDUCATION

As your one-stop resource, we can offer even more savings & convenience on a wide range of products & services, including:

- Office & Educational Supplies
- Copy & Print/ Managed Print Services
- Janitorial & Breakroom Supplies plus much more

LET'S GET YOU STARTED

We'll analyze your business needs and design a Custom Solutions Plan that will impact your workplace and your bottom line.

- Essential supplies at competitive prices
- Innovative business solutions
- Environmental sustainability

GO GREENER

Office Depot® supports sustainability and offers a selection of products that help you purchase greener products.

Products and Services Include:

- Over 10,000 items with green attributes
- Programs to substitute greener products, where available

Provide your information, and we'll contact you to get started.

First Name

Last Name

Phone

Email

Business Name

Zip Code

Number of Employees

Videos

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Mockup of the proposed UC/OMNIA Partners page on Office Depot's website with all the elements required in paragraph viii above.

Office Depot 90 Day Plan Implementation	Week #											
	1	2	3	4	5	6	7	8	9	10	11	12
	WE 5/14/19	WE 5/11/19	WE 5/13/19	WE 5/25/19	WE 6/1/19	WE 6/8/19	WE 6/15/19	WE 6/22/19	WE 6/29/19	WE 7/6/19	WE 7/13/19	WE 7/20/2019
Write and distribute co-branded press release to trade publications, including posting to Seismic (Office Depot collateral platform)												
Update sales presentation to include new terms and benefits of renewed contract												
Training sessions (via Skype) to sales organization; sessions to include executive participation												
Update business.officedepot.com, internal Office Depot SharePoint site and OneDrive locations with new contract information/changes and logo												
Reminder communication for reps to contact Public Sector customers they call upon and review contract												
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets												
Encourage customers in Public Sector to join OMNIA/National IPA or review benefits if not already members during sales calls												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program												
Message from executive leadership to reiterate the importance of the OMNIA/National IPA/Region 4 ESC relationship												
Bulletin Board messages for all existing cooperative customers reminding them of benefits												
Partner with OMNIA/National IPA staff to introduce Office Depot sales team to key existing National IPA customers												
Co-branded marketing piece in publications such as GovPro and City & County												
Quarterly Offers from Vendors to support Region 4 ESC sales efforts	Current Contract					New Contract Launch						
Attendance at NIGP Forum - Booth has been reserved												9/19/20

During contract implementation Office Depot will use this 90-day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with UC/OMNIA Partners.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Office Depot Marketing Calendar	Month of											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Quarterly Promotions & Offers												
Quarter 1												
Quarter 2												
Quarter 3												
Quarter 4												
Product Category Focused Events												
Janitorial K-12 and Higher Ed Virtual Tour												
2019 Back to School Campaigns												
Trade Shows												
NIGP Forum 2019, Austin, TX												
NAEP Annual Meeting, Kansas City, MO												
NAEP Regional Meetings - Fall												
2019 Regional Summits												
New York												
San Diego, CA												
Minnesota												
Atlanta, GA												
Chicago area, IL												
Dallas, TX												

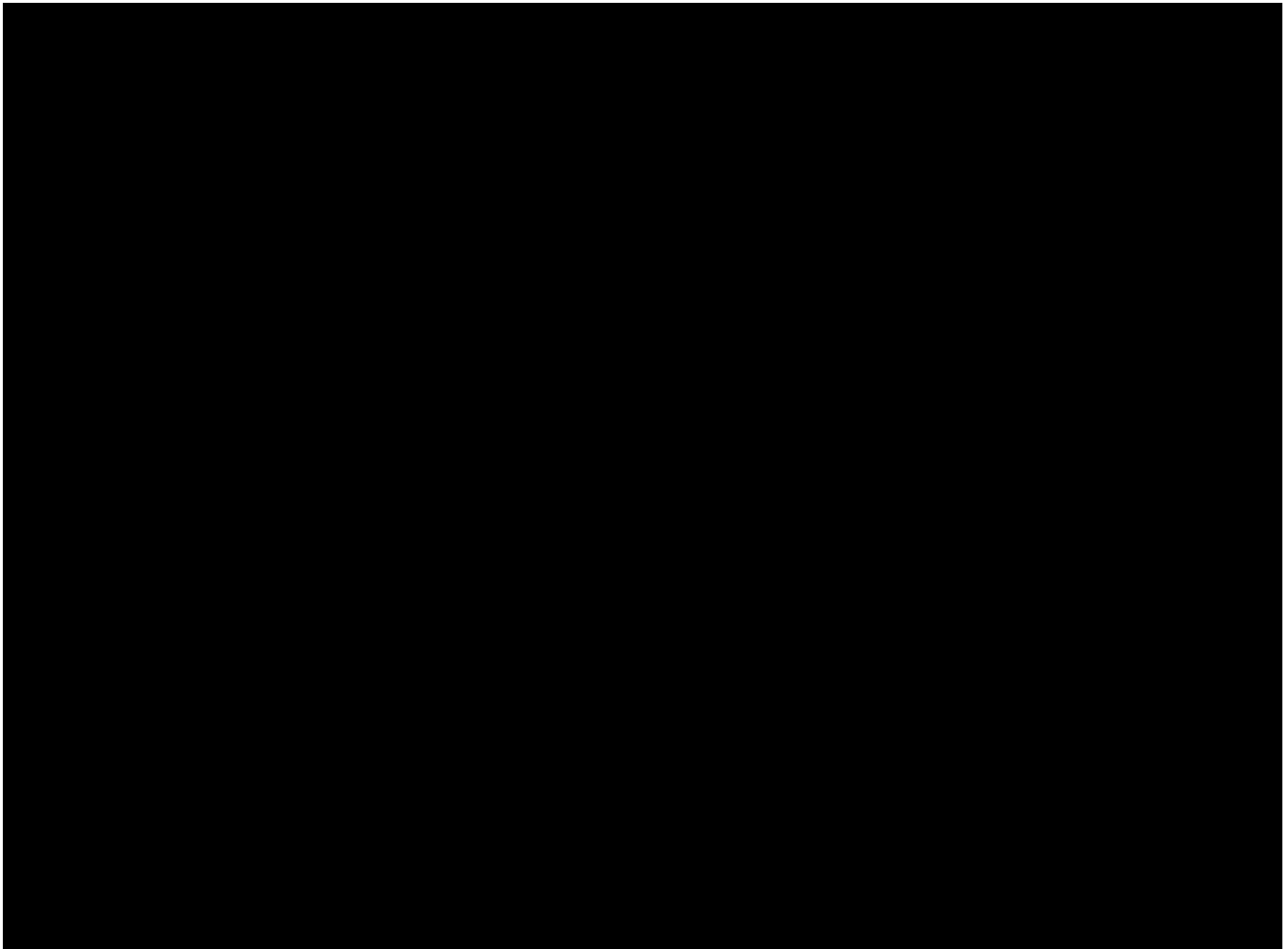
This is the proposed Office Depot Marketing Calendar for the first 12 months of an awarded contract from UC/OMNIA Partners.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment, and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

Below is Office Depot's current National Cooperative portfolio.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT



- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to UC/OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the UC/OMNIA Partners logo will only be done with your permission.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. No cost to participate
- iv. Non-exclusive

Office Depot acknowledges and agrees to xi within the terms of our final agreement.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Program Managers will be responsible for the implementation of the UC/OMNIA Partners Contract. This dedicated team of seven (7) people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the UC/OMNIA Partners office supplies program. Training will include webinars highlighting the details of the program and positioning of the UC/OMNIA Partners office supplies offer. Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Executive Support

Wayne Lajoie

- Vice President, CBFS
- (561) 438-4800 | wayne.lajoie@officedepot.com

Marketing

Sharon Bobowski

- Senior Manager - Marketing
- (561) 438-4421 | sharon.bobowski@officedepot.com

Carla Fulmore

- Marketing Manager
- (561) 438-4904 | Carla.fulmore@officedepot.com

Sales Team – National Sales Support

Jennifer Jimenez

- National Program Manager, Public Sector
- (408) 603-9011 | Jennifer.jimenez@officedepot.com

Sharalyn Sowers

- Director, Workplace Solutions
- (714) 334.2031 | sharalyn.sowers@officedepot.com

Sales Support

Patricia Ortiz

- Service Consultant
- (408) 315-4843 | patricia.ortiz@officedepot.com

Financial Reporting

Alfredo Rodriguez

- Senior Rebate / Financial Analyst
- (561) 438-4414 | alfredo.rodriquez@officedepot.com

Accounts Payable

Accounts Payable Team

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

Contracts & Contract Compliance

Jean P. Davis

- Sr. Consultant Sales Contract BSD, Pricing Compliance
- (443) 889-7670 | jean.davis@officedepot.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDM's) and Strategic Account Managers (SAM's) available to give your business the personal attention it needs.

Furthermore, as an Office Depot BSD customer, we will assign a Strategic Business Development Manager to help you develop strategic business solutions. He or she will work to understand your business needs and craft effective solutions to help reach your goals. The extra benefits that come from doing business with us are why many companies choose Office Depot. Just consider what we have to offer you.

Field Account Management Team

We have approximately 1,200 Sales Representatives to help design an office supply-buying program to meet your business requirements. This is better than any other supplier who can help provide local support for your corporate initiatives and mold the design of an office supply-buying program to meet your business requirements. In addition, we have over 1,300 Customer Service Representatives, 50+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third-party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Wayne Lajoie

Vice President, CBFS

6600 North Military Trail

Boca Raton, FL 33496-2434

Telephone: 561-438-4800

Email: wayne.lajoie@officedepot.com

FAX: 800-593-8830

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Office Depot has a loyal, long-standing cooperative public agency base of more than 13,500 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the UC/OMNIA Partners and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the UC contract, the value Office Depot provides and our commitment to public sector:

- E-mail
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our UC/OMNIA Partners/Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times
- Contract Compliance Team - ensures that all bidding and pricing practices are in compliance and uphold the UC/OMNIA Partners/Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our UC/OMNIA Partners Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account-specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and UC/OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

L. Describe Supplier'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.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process... order entry, on-time delivery, order accuracy, uniform prices/billing, payment processing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, UC/OMNIA Partners pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products:* Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure E-Commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Excellent Management Tools Available:

- **Bulletin Board** – to communicate program information and post your logo
- **Dashboard** – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- **Billing Information** – POD verification, reprints of invoices or packing slips
- **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- **Restrict Items** – from being purchased at the user level by department, class, item and/or dollar amounts
- **Email Approval Release** – online email approval release (HTML)
- **Price Verification** – see your contract prices on all items
- Real-time credit card authorization
- **Administrator User** – approved management ‘super users’ have the ability to change personal profiles, ship-to’s, restrictions, approvals, etc.
- **Create Profiles** – define parameters/capabilities for each user as well as all their information
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc.
- **GPS Order Status** – know exactly where your packages are from the time you ‘click’ your order to when the packages arrive at your desk, including electronic signature capture
- **Best Value Items** – all core items are identified and float to the top of all searches
- **4 Accounting Fields** – for customization and identification of cost centers and billing/orders information

Easy to Use:

- **Shopping Lists** – create Corporate wide ‘best value’ lists and Personal items lists
- **Real Time Inventory** – make informed choices based on real product shipping location inventory
- **Online Backorder** – intelligent backorder information, providing alternative options
- **Online Returns** – simplest and fastest method available for item pickup and credit
- **Order Reminders** – schedule reoccurring or one-time reminders
- **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- **Advanced Search** – narrow your results by product, category, description, use, price, size, etc.
- **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- **Compare Items** – side-by-side comparisons, describing function, and capabilities
- **Order Notification** – detailed user information on your approved orders
- **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- **Many Categories – Huge Selection:**
- **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies
- **Technology Products** – we offer over 300,000 products from more than 500 manufacturers
- **Furniture** – we stock over 1,000 furniture items in our warehouses
- **Janitorial and Breakroom** – hundreds of the most common items you need
- **Promotional Items** – put your logo/brand or special event information on just about anything
- **Brand Identity** – download and create your own stationary, or pull from your private warehoused items we have already created

Approval Routing

By selecting the available “email confirmation” option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users’ personal spending permissions forwarded to

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to “Express Approve” (release) orders directly from the email notification page. Approvers may also assign “Proxy” users to release orders in their absence.

Restrictions

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

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items (i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed \$150)
- Set Line Item Limitation (i.e., line item not to exceed \$500)
- Set Order Value Limitation (i.e., order not to exceed \$1,000)

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

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

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

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

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-Tos
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- Features real-time video overview of account activity and data export capability
- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past. At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by UC/OMNIA Partners.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with UC/Omnia Partners that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers’ budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with you if you believe it is necessary.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Quarterly Rebate: Contractor shall pay UC a rebate equal to two percent (2%) of UC Spend per Contract Quarter, solely in the category of Janitorial. This rebate shall be paid to the UC within sixty (60) days of the end of each Contract Quarter. The products within the category of Janitorial are to be determined by Contractor in its sole discretion.

SINGLE POINT/LAST MILE OF DELIVERY REBATE. Contractor shall pay UC a four percent (4%) Single Point of Delivery

Rebate for the five (5) Campuses identified below. This rebate shall be paid to the UC within sixty (60) days of the end of each Contract Quarter.

UC Riverside
UC Merced
UCSF
UCSF Health
UC San Diego

Office Depot agrees to review and negotiate to a mutual agreement the delivery requirements of Participating Entities under the resulting contract.

Additional Core items. Office Depot agrees to review the core list and make updates or additions to core product selection as necessary to meet the needs of UC and Participating Entities under the resulting contract.

Unfortunately, Ecolab was unable to provide Office Depot pricing for the chemicals that were on the bid due to the current relationship they have with the Incumbent. As you are aware, Ecolab sets the price for their product. Office Depot will be able to honor the pricing that is set and we will be able to continue to offer no cost dispensers and installation.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

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

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

Company Name: Office Depot, Inc.

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, Florida 33496-2434

Complete as appropriate:

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

OR:

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

OR:

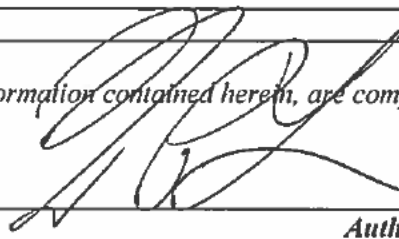
I Wayne Lajoie, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders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

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

Name	Address	Interest
<u>BlackRock Institutional Trust Company, N.A. 400 Howard Street San Francisco, CA 94105</u>		<u>14.6%</u>
<u>The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355</u>		<u>10.68%</u>

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

8/28/19
Date


Vice President
Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc.

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, Florida 33496-2434

State of Florida

County of Palm Beach

I, Wayne Laioie of the Boca Raton
Name City

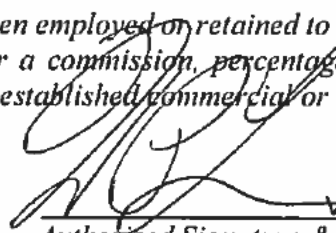
in the County of Palm Beach, State of Florida
of full age, being duly sworn according to law on my oath depose and say that:

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

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


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

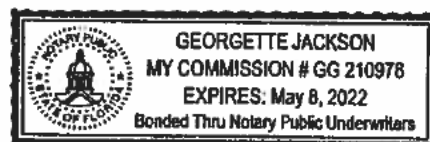
Office Depot, Inc.
Company Name


Vice President
Authorized Signature & Title

Subscribed and sworn before me

this 28th day of August, 2019


Notary Public of Florida
My commission expires May 8, 2022



SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc.
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, Florida 33496-2434

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

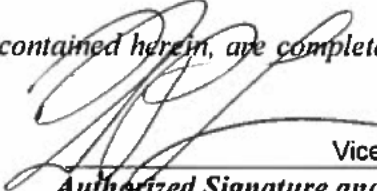
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

8/28/19
Date


Vice President
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Signature of Procurement Agent

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2018** to **15-APR-2021**

**OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON**

FL 33496



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.**
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:	Office Depot, Inc.		
Address:	6600 North Military Trail		
City:	Boca Raton	State: Florida	Zip: 33496-2434

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

Signature Wayne Lajoie Printed Name Vice President Title

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: BlackRock Institutional Trust Company, N.A. Home Address: 400 Howard Street San Francisco, CA 94105 14.6%	Name: Home Address:
Name: The Vanguard Group, Inc. Home Address: 100 Vanguard Blvd. Malvern, PA 19355 10.68%	Name: Home Address:
Name: Home Address: 	Name: Home Address:

<p>Subscribed and sworn before me this <u>28th</u> day of <u>August</u> 20<u>19</u>.</p> <p>(Notary Public) <u>[Signature]</u></p> <p>My Commission expires: <u>5/8/22</u></p>	<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"><p>GEORGETTE JACKSON MY COMMISSION # GG 210978 EXPIRES: May 8, 2022 Bonded Thru Notary Public Underwriters</p></div>	<p style="text-align: right;"><u>[Signature]</u> (Affiant)</p> <p><u>Wayne LaSalle VPCBFS</u> (Print name & title of affiant)</p> <p style="text-align: right;">(Corporate Seal)</p>
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**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 001183

Bidder/Officer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Wayne Lajoie

Signature: _____

Title: Vice President

Date: 8/28/19

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: OFFICE DEPOT, INC.
Trade Name:
Address: 2200 OLD GERMANTOWN RD
DELRAY BEACH, FL 33445
Certificate Number: 0094745
Effective Date: July 01, 1994
Date of Issuance: August 22, 2007

For Office Use Only:
20070822132231255

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

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

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and
2. Wayne Lajoie serves as Vice President, Strategy Solutions, and as such, he is authorized to execute bids and contracts for the sale of office supplies and other related office products and services, including, but not limited to, cleaning and breakroom products and solutions, on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 30th day of April, 2019.

OFFICE DEPOT, INC.

By: _____



Joseph White
Assistant Secretary



OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

P A R T N E R S

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of _____, 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), and _____ (“Supplier”).

RECITALS

WHEREAS, the _____ (the “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”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “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 (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the 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, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product 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 for Product; and (iii) 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. OMNIA Partners 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.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. 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. ~~If such breach is and if not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate. be deemed a cause for termination of~~ this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. 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.

11. Supplier shall provide such marketing and administrative support as 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 OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein 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, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners ~~at the frequency quarterly, and on the due date stated in Section 13, above, for Supplier's submission thirty (30) days after the end of corresponding Contract Sales Reports the respective quarter.~~ Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein 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, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1-~~51~~/~~2~~%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. 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. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement ~~and OMNIA Partners' may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, either party's~~ rights and

obligations hereunder may be assigned at ~~OMNIA Partners~~ either party's sole discretion without the written consent of the other party to an affiliate of ~~OMNIA Partners~~ the assigning party, any purchaser of any or all or substantially all of the assets of ~~OMNIA Partners~~ the assigning party, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. ~~Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. 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. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. 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, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners Public Sector

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

EXAMPLE



Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement. The Parties agree that the terms and conditions stated on any purchase orders shall be superseded by the terms and conditions stated in the resulting agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC ~~Either party~~ may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services ~~and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.~~

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has been given prior written approval notice. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in the resulting agreement-UC's Supplier Invoicing Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. ~~Notwithstanding a y other proviso to the co t a y, UC will ot be espo s ble fo a y fees, te est o su cha ges Supplier wishes to pose.~~

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such



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deficiencies within a ~~the UC dees easeable~~thirty (30) day cure period UC may terminate the Agreement in whole or in part. ~~Supplier will bear all risks as to~~

~~rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.~~

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. ~~General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods or deeding the equipment; (ii) Supplier will comply with all applicable laws, rules and regulations applicable to Supplier's obligations hereunder; (iii) the Goods and/or Services shall be deeded with the utmost diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and (iv) UC Appendix Data Security is NOT included (v) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various circumstances (or force majeure) situations; (vi) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vii) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not take away rights afforded to UC by any other article of the Agreement.~~
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;



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~~2. With six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for Level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the~~

~~source to whom the conformance should be submitted. In the event that testing results findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation measures provided to the University; and~~

~~4.3. The University and its Authorized User may alter, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.~~

E. General Accessibility Requirements. Supplier warrants that:

1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.

~~J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside of the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside of the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside of the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside of the United States and not described in Supplier's bid.~~

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

~~1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trade secrets, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.~~

~~2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrighthable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC's hereby granted, and will have, a non-exclusive, royalty free, irrevocable, perpetual, paid up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.~~

~~3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to all rights under any application or patent that may result.~~

~~4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual~~



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~~property rights to UC as well as all right, title and interest in any and all products or body parts such as to whether~~



~~the event ons are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.~~

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. ~~Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.~~
4. ~~Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such invention whether the invention is a patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.~~

- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality but only so long as the Goods and/or Services were not misused/modified by UC. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld. In no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use of profits arising out of or in connection with this agreement, whether in action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in



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force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000



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3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. ~~If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.~~
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC and upon mutual written agreement against other insurable risks relating to performance. ~~If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement.~~ The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will endeavor to provide UC with ~~not less than fifteen (15)~~ thirty (30) days' ~~advance~~ written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. ~~Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self insurance carried or maintained by UC.~~

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
- iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
- iv. FAR 52.219-8, Utilization of Small Business Concerns;
- v. FAR 52.222-17, Non-displacement of Qualified Workers;



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- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. ~~FAR 52.222-41, Service Contract Labor Standards;~~
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. ~~FAR 52.222-51, Exemption of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, Repair of Certain Equipment Requirements;~~
- xv. ~~FAR 52.222-52, Exemption of the Service Contract Labor Standards to Contracts for Certain Services Requirements;~~
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

~~B. For the avoidance of doubt, the UC Appended titled "Federal Government Contracts Special Terms and Conditions (Non-Commercial Items or Services)" is located at www.ucop.edu/policies/policies-forms/index.html and hereby incorporated herein by this reference.~~

Commented [PH1]: N/A to this RFP.

B. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies 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.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D.C. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

~~Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier, if a sub-supplier refuses to furnish a release or receipt in full, shall be deemed to have agreed to UC to defray its claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay and discharge such lien or claim, including all costs and reasonable attorneys' fees.~~

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental Safety Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. ~~Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement.~~ Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Terms and Conditions of Purchase

Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises to the extent they do not conflict with Supplier's policies and procedures; in such cases, supplier will provide notification to the UC.

- C. **Tobacco-free Campus.** UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

~~Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.~~

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. **Price Decreases.** ~~Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.~~
- B. **Declared Valuation of Shipments.** Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. **Title.** Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. **Changes.** Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree within five (5) business days upon an equitable adjustment in the price and/or delivery terms. ~~Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier's proceeding with performance of the Agreement as changed hereunder.~~ Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. **Forced Convict and Indentured Labor.** Supplier warrants that to the best of its knowledge no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. **Export Control.** ~~If any of the Goods is export controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a list of strategic goods listed, Supplier agrees to provide UC (the contractor listed on the Purchase Order) with written notification of the fact that the Goods are export controlled and such Goods' export classification.~~



ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those ~~transactions evidenced by this Agreement matters connected with the performance of the Agreement, including the costs of administering the Agreement.~~

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

~~Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as a written or disclosed by UC to Supplier for the purposes of providing the Goods and/or Services which is (i) labeled as "Confidential" at the time of disclosure; (ii) disclosed orally, defined at the time of such oral disclosure as confidential; and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.~~

~~Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise espouse to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will further show that it is legally required and will exercise all reasonable efforts to obtain adequate assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices incorporated into the Agreement and conflicts with the provisions of this Article.~~



~~Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.~~

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: (<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

~~If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:~~

~~If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4));~~

~~Supplier offers health coverage to its full time employees who are performing Services for UC;~~

~~Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and~~

~~The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full time employees.~~

~~If Supplier is not an Applicable Large Employer (as defined above):~~

~~Supplier offers group health coverage to its full time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1.5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or~~

~~2. Supplier's full time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.~~

~~Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.~~

ARTICLE 24 - PREVAILING WAGES

~~Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1772.5 and 1774.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and determining the applicable prevailing wage rates for the Services. If the Services are partially or wholly subject to prevailing wage requirements, in every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).~~

~~The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:~~

~~A. Notice of the general prevailing per diem wage rates; and~~

~~B. Any other notices required by DIR regulations.~~

~~By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provisions that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are sufficient funds remaining in the amounts due under the Agreement, Supplier will~~



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Supplier will provide services to the UC and agree to the Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work internal compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's dependent state audit department (<http://a.the.a.o.g/sta-da-ds-gu-da-ce/top-es/Pages/I-depe-de-ce-a-d-Objectvty.aspx>) — or place with UC's equivalent state department — the Supplier's compliance with the provisions, a-d-b) ensure that in the case of a UC internal audits independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services-for-suppliers/fwf-resources-suppliers.html>.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) — (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS-WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



~~Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier approved applications will run on such Medical Devices.~~

~~Supplier agrees that UC may take any and all actions that, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.~~

~~Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.~~

~~If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.~~

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, ~~Supplier~~either party may not assign or subcontract the Agreement without ~~UC's~~other party's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement. Supplier, without obtaining written consent from UC, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Supplier.

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ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or



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enforceable.

Terms and Conditions of Purchase



ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

~~Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.~~

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; ~~LIABILITY FOR UC FURNISHED PROPERTY~~; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, ~~APPENDIX – BUSINESS ASSOCIATES~~, and/or **APPENDIX – GENERAL DATA PROTECTION REGULATION**.

Office Depot, Inc. Clarifications/Exceptions to RFP-UC Janitorial Supplies & Equipment - Apr242019 001183 University of California

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

Page	Clarification
5	<p>Standard Delivery Requirements – Supplier shall deliver all UC orders received by 5:00PM local time the next business day. Supplier shall meet each participating agencies' specific delivery requirements.</p> <p>Office Depot clarifies in stock orders placed by website and phone by 5:00 pm and fax by 3:00 pm local time will be delivered next business day.</p> <p>All deliveries will be FOB Destination. Delivery charges and risk of loss will be borne by the supplier.</p> <p>Office Depot shall institute a Seventy Five Dollar (\$75.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</p>
5	<p>Rush Delivery Requirements – Supplier shall deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush emergency delivery orders for same day delivery must be requested by UC prior to 1:00PM Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00PM Pacific Time.</p> <p>Office Depot will provide in store pick up for rush orders and make a good faith effort to arrange same day rush deliveries if not available in store.</p>
5	<p>Returns – Supplier shall accept goods returned by UC or participating agencies if in resalable condition and if made within thirty (30) days of original shipment. Returns for special order (non-stock) items may result in a 15% restocking fee. Supplier must pick up returns from the ordering department location within three (3) business days.</p> <p>Office Depot clarifies that special orders are not returnable.</p>
6	<p>Service Standards – Office Depot clarifies: In stock products will be delivered next business day to UC. Participant delivery may vary based on location.</p>
7	<p>6. Pricing</p> <p>Suppliers are to provide specific unit pricing, a discount from a verifiable price index, and a suggested market basket for participating members on the Price Workbook. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award.</p> <p>Office Depot doesn't offer pricing based on price indices. Any price escalations passed along to UC will be with documentation of manufacturer increases.</p> <p>Office Depot takes exception to "include all charges" (see page 5 Standard Delivery Requirements above). Office Depot shall institute a Seventy Five Dollar (\$75.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders</p>

	and/or rush deliveries.
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Page	Clarification
3	<p>1.4 Award Basis. 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 OMNIA Partners shall agree.</p> <p>It is not Office Depot's intention to customize individual Participation Agreements.</p>
4	<p>1.5 Objectives of Cooperative Program.</p> <p>B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide</p> <p>Office Depot strikes all references to 'primary go to market strategy'.</p>
4	<p>2.1 Corporate Commitment</p> <p>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, (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency.</p> <p>Office Depot strikes 'primary go to market strategy' and (3) 'including any existing customers,'</p> <p>(4) Office Depot agrees to the terms and conditions as clarified in the RFP response, red-lined sample agreement and in this Letter of Clarifications/Exceptions.</p>
4	<p>2.2 Pricing Commitment</p> <p>Office Depot strikes this section.</p> <p>Office Depot offers competitive pricing to each customer based on several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.</p>
5	<p>2.3 Sales Commitment</p> <p>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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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.</p> <p>Office Depot takes exception to 'primary go to market strategy'.</p> <p>Office Depot strikes the last sentence.</p>
6	<p>3.3 Marketing and Sales</p> <p>A. and B. the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, the Master Agreement will be promoted to all Public Agencies, including any existing customers</p> <p>Office Depot takes exception to 'primary go to market strategy' and 'existing Public Agency customers of Suppliers'.</p>
7	<p>C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.</p> <p>Office Depot takes exception. Office Depot will offer the cooperative or program that best suits the individual customers' needs.</p>

7	<p>E. At a minimum, the Supplier's sales initiatives should communicate:</p> <p>ii. Best government pricing</p> <p>Office Depot strikes. Office Depot offers competitive pricing to each customer based on several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.</p>
8	<p>K. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.</p> <p>Office Depot will provide the three references as requested on page 2 of the SOW.</p>
8	<p>M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").</p> <p>Office Depot is not offering "Guaranteed Contract Sales" under this RFP.</p>
8	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.</p> <p>Office Depot strikes this section in its entirety and clarifies: In the event that Public Agencies issue their own solicitation, Office Depot will respond with an appropriate proposal to best secure the award of the solicitation.</p>

UC Terms and Conditions (attached) have been reviewed and red-lined to be consistent with the UC existing office supply agreement.

Appendix Federally Funded document. FAR requirements that we can agree to are noted in the UC Terms and Conditions.

Omnia Partners Sample Agreement (attached) has been reviewed and red-lined to be consistent with our existing Agreement.