



## Southeast Florida Governmental Purchasing Cooperative Group

### CONTRACT AWARD

**BID/RFP NO.:** City of Tamarac RFI #11-05I; State of Florida Agreement #618-000-11-1  
**DESCRIPTION/TITLE:** OFFICE SUPPLIES – Award  
**CONTRACT PERIOD:** January 1, 2011 – October 17, 2013  
**TERM OF CONTRACT:** Three (3) Years with up to one (1) three (3) year renewal option

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#### SECTION #1 - VENDOR AWARD

**Vendor Name:** Office Depot Inc.  
**Vendor Address:** 6600 Military Trail  
Boca Raton, FL 33496  
**Contact:** Linda Sykes -- Individual representative may be appointed for each entity  
**Phone:** (954) 217-2167  
**Customer Service:** (800) 386-0226  
**Fax:** (954) 217-2785  
**Cell/Pager:** N/A  
**Email Address:** linda.sykes@officedepot.com  
**Website:** www.officedepot.com  
**FEIN:** 59-1039552  
**URL for Contract Documents:**

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/office\\_and\\_educational\\_consumables/complete\\_contract\\_microsoft\\_word](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/office_and_educational_consumables/complete_contract_microsoft_word)

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#### SECTION #2 – AWARD/BACKGROUND INFORMATION

**Award Date:** December 8, 2010  
**Resolution/Agenda Item No.:** R-2010-253  
**Insurance Required:**  Yes  No  
**Performance Bond Required:**  Yes  No

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#### SECTION #3 - PROCURING AGENCY

**Agency Name:** City of Tamarac  
**Agency Address:** 7525 NW 88<sup>th</sup> Ave.  
Tamarac, FL 33321  
**Agency Contact:** Keith K. Glatz, CPPO, FCPM, FCPA  
**Telephone:** (954) 597-3570  
**Facsimile:** (954) 597-3565  
**Email:** keithg@tamarac.org

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2010- 153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICIALS TO AWARD AND EXECUTE AN AGREEMENT FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE UTILIZING PRICING PROVIDED THROUGH THE STATE OF FLORIDA STATE TERM CONTRACT #618-000-11-1, OR LOWER PRICING AS MAY BECOME AVAILABLE THROUGH ANY OTHER CONSORTIUM AGREEMENT, FOR THE PERIOD OF JANUARY 1, 2011 THROUGH OCTOBER 17, 2013, WITH RENEWAL OPTIONS OF UP TO THREE YEARS AS APPROVED BY THE GOVERNING ENTITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City of Tamarac has need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

WHEREAS, the City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative for the purchase of office supply needs; and

WHEREAS, twenty-six (26) governmental agencies within the Southeast Florida Governmental Purchasing Cooperative are eligible to utilize this agreement for the purchase of approximately \$1.3 million in office supplies; and

WHEREAS, the City of Tamarac formally advertised and issued Request for Information # RFI-11-05I in order to obtain pricing and service capability information for vendors in the office supply marketplace, a copy of which is included herein as Exhibit "1"; and

WHEREAS, five (5) firms responded to the RFI including:

Capital Office Products

Independent Stationers

Office Depot

Office Max

Staples Advantage; and

WHEREAS, an evaluation team chaired by the City of Tamarac, and including the City of Coral Springs, Florida, the City of Davie Florida, and the City of Greenacres, Florida evaluated and ranked all responses to the proposal; and

WHEREAS, the proposal from Office Depot, Inc., was unanimously ranked by the Evaluation Committee as the most advantageous, best value response to the solicitation in terms of service capabilities and pricing; and

WHEREAS, Office Depot has been determined to be the most competitive respondent as a result of our formal marketplace review as demonstrated by the fact that pricing provided through the Office Depot proposal was the lowest of all

respondents, as shown in the Evaluation Matrix included herein as Exhibit "2";  
and

WHEREAS, the State of Florida Department of Management Services awarded Term Contract #618-000-11-1 to Office Depot covering the period of January 1, 2011 through October 17, 2013; and

WHEREAS, Office Depot proposed the use of State of Florida Term Contract Pricing in their response to the City's Request for Information #11-05, a copy of their response is included as Exhibit "3" herein; and

WHEREAS, the use of State of Florida contract pricing is permitted under City Code Section 6-155, which allows the Purchasing and Contracts Manager the authority to procure supplies, materials and equipment, which are the subject of contracts with other governmental agencies without following purchasing procedures as set forth in City Code Section 6-149; and

WHEREAS, there is a potential that even more advantageous pricing may be provided by Office Depot through other national consortium pricing in the near future which would also be permitted under City Code Sections 6-155 and 6-149;  
and

WHEREAS, Office Depot has successfully supplied the needs of the Southeast Florida Governmental Purchasing Cooperative in the past; and

WHEREAS, the Agreement provides for renewal options of up to three (3) years by the awarding entity based on satisfactory performance under the Agreement; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission of the City of Tamarac accepts the terms of State of Florida Term Agreement #618-000-11-1 with Office Depot, Inc. on behalf of the Southeast Florida Governmental Purchasing Cooperative for the period beginning January 1, 2011 through October 17, 2011, and authorizes any renewal options and the extension of said acceptance as may be authorized by the State of Florida, or any lower priced national consortium as may become available to the City.

SECTION 3: The appropriate City officials are hereby authorized to award and authorize the purchase of Office Supplies, and execute an Agreement with Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "4", utilizing pricing available on the State of Florida Term Contract #618-000-11-1, or lower priced national consortium agreement as may become available to the City and the members of the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 8th day of December 2010.

Beth Talabisco  
BETH TALABISCO  
MAYOR

Peter M. J. Richardson  
PETER M. J. RICHARDSON, CRM, CMC  
CITY CLERK.

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO absent  
DIST 1: V/M BUSHNELL yes  
DIST 2: COMM. GOMEZ yes  
DIST 3: COMM. GLASSER yes  
DIST 4: COMM. DRESSLER yes

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION AS TO FORM.

DATA  
SAMUEL S. GOREN  
CITY ATTORNEY

**THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES  
PIGGYBACK CONTRACT**

**BETWEEN  
CITY OF TAMARAC  
AND  
OFFICE DEPOT, INC.**

This Piggyback Contract ("**Contract**") is made and entered into this 23<sup>rd</sup> day of November, 2010 ("**Effective Date**"), by and between the Southeast Florida Governmental Purchasing Cooperative (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

**WITNESSETH:**

**WHEREAS**, the State of Florida, Department of Management Services and Office Depot entered into that Contract 618-000-11-1, effective as of October 18, 2010, for Office and Education Consumables, pursuant to Invitation to Negotiate No. 618-001-10-1 (the "**Master Agreement**"); and

**WHEREAS**, the Master Agreement permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement; and

**WHEREAS**, the Customer has determined that the terms and conditions of the Master Agreement would be economically beneficial to the Customer; and

**WHEREAS**, the Customer has determined that the most effective and feasible manner of obtaining office supplies and services offered under the Master Agreement is for the Customer to become a participating government agency under the Master Agreement; and

**WHEREAS**, the Customer is eligible to purchase under the Master Agreement; and

**WHEREAS**, the undersigned representative of the Customer is authorized, on behalf of the Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

**1. INCORPORATION OF MASTER AGREEMENT.**

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

**2. CREDIT TERMS.**

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down

to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

**3. DESKTOP DELIVERIES.**

Office Depot agrees to, in the performance of work and services under this Agreement, provide desk-top deliveries to Customer.

**4. NOTICES.**

All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: City Manager  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the following address:Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

To Office Depot: Office Depot, Inc.  
5345 Oakbrook Parkway  
Norcross, GA 30093  
Attn: James E. Pollman, Regional Vice President

with a copy to: Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496  
Attn: Office of the General Counsel

**5. TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

**IN WITNESS WHEREOF**, the Customer and Office Depot have executed this Contract on the Effective Date.

**OFFICE DEPOT, INC.**

**SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE**

By: [Signature]  
Name: Jim Pollman  
Title: Vice President  
Date: 11/23/10

**By: CITY OF TAMARAC**

By: [Signature]  
Name: Jeffrey L. Miller  
Title: City Manager  
Date: 12/8/10

*11/24/10*





Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850.488.8440  
Fax: 850.414-6122  
[www.dms.MyFlorida.com](http://www.dms.MyFlorida.com)

Governor Charlie Crist

Secretary Linda H. South

## **CONTRACT EXHIBIT A CERTIFICATION OF CONTRACT**

TITLE: Office and Educational Consumables

CONTRACT NO.: 618-000-11-1

ITN NO.: 618-001-10-1

EFFECTIVE: October 18, 2010 through October 17, 2013

SUPERSEDES: 618-001-07-ACS

**CONTRACTORS:**

Gulf Coast Office Products  
Office Depot  
Staples Contract & Commercial, Inc.

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**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER ISSUES WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF MARK HERNANDEZ AT (850) 414-6741, E-MAIL: [mark.hernandez@dms.myflorida.com](mailto:mark.hernandez@dms.myflorida.com)**

- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Office and Educational Consumables by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.

- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

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Anthony Garcia  
Purchasing Director

(date)

**CONTRACT BETWEEN  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES  
AND  
Awarded Vendor**

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the Awarded Vendor (Contractor).

Whereas, the Contractor replied to the Division’s Invitation to Negotiate (ITN), No.: 618-001-10-1 – Office and Educational Consumables; and

Whereas, the Division negotiated and accepted the best terms and conditions for Office and Educational Consumables pursuant to Section 287.057(1) (c).

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

**1.0 NAME OF PROJECT**

Office and Educational Consumables.

**2.0 SUMMARY OF THE CONTRACTUAL SERVICES (SCOPE OF WORK)**

The scope of products for this Office and Educational Consumables contract are described in section 1.2 of the ITN document and are summarized in the table below. The Product Categories listed below refers to categories covered under this agreement.

<b>Product Categories in Scope</b>
<ul style="list-style-type: none"><li>▪ Consumables</li><li>▪ Breakroom &amp; Cleaning Supplies</li><li>▪ Folders, Binders &amp; Accessories</li><li>▪ Paper – Other</li><li>▪ Paper - 20# White (Recycled and Virgin)</li><li>▪ Toner HP</li><li>▪ Toner Non HP</li><li>▪ Toner Remanufactured</li><li>▪ IT Peripherals</li><li>▪ Equipment</li></ul>

**3.0 DELIVERABLES**

The ITN identifies all the performance requirements and expectations to be satisfied by the contractor throughout the term of the contract. However, included below are the primary deliverables related to the scope of work above. Also included below are the required minimum level of service and criteria for evaluating successful completion of each deliverable. The Contractor will provide the following Deliverables:

**3.1 Monthly Service Level Agreement Metrics and Reports:**

- A. Delivery Timing** – The Contractor shall maintain an on-time delivery rate of 95% or greater. On-time delivery will be defined as delivery of order within two (2) business days of placement of order. This SLA supersedes Section 4.11 Transportation and Delivery of the General Conditions. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the on-time delivery rate. Specifically, the report shall include the number of orders delivered complete within the 2 business day requirement divided by total number of orders delivered.
- B. Order Accuracy** - The Contractor shall maintain an order accuracy rate of 98% or greater. Order accuracy rate is defined as the number of items delivered as ordered divided by the total number of items ordered. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the order accuracy rate. Specifically, the report shall include the number of orders with order accuracy rate of more than 98% divided by total number of orders.
- C. Order Completeness / Fill** - The Contractor shall maintain an order fill rate of 95% or greater. Order fill rate is defined as a number of items on an order filled completely as ordered divided by to the total number of lines on an order. The contractor shall submit to the Department this monthly service level agreement report in Microsoft Excel that details the order fill rate. Specifically, the report shall include Number of orders with order fill rate of more than 95% divided by total number of orders.
- D. Price Accuracy** - The Contractor shall maintain a price accuracy rate of 99.5% or greater. Price accuracy is defined as the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category). The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits on this contract. The Contractor shall contract with a third party firm (to be approved by the Department) to conduct a monthly random sampling (a minimum of 570 items per month) of contract items to confirm the accuracy of list price, discount % and net price. Specifically, the third party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third party firm shall provide a monthly report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the monthly report shall identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the Contractor's on-line catalog of all items in the random sample that were not in compliance with the contract terms.
- E. Backorder Fill** – The contractor will ship backorders within five (5) calendar days of original order, unless special circumstances apply. The contractor will submit to the Department at the customer or the Departments request a report in Microsoft Excel that details the item name and product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement).

### 3.2 Quarterly Sales Report Data:

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment G – Quarterly Reporting Form. The following summary data must be reported to the Contract Manager on a quarterly basis:

- Total purchases on the contract for the quarter
- Total purchases on the contract for the quarter by Eligible User
- Total purchases for the quarter made using the State’s Purchasing Card
- Total Certified Vendor (including Minority, Women, and Service-Disabled Veteran) purchases for the quarter by Eligible User.

The following detailed data must be reported to the Contract Manager on a quarterly basis in Excel spreadsheet format:

- Eligible User (Customer) Entity Name
- Product Category
- Item Description
- Manufacturer Name
- Manufacturer Part Number
- UPC
- Unit of Measure
- Quantity Shipped
- Date Shipped
- List Price
- Invoice Price
- Core Item Flag (indicates if item is on Core Items list)
- P-Card Flag (indicates if transaction was paid for using a P-Card).
- Flag Purchases made within the stores (if applicable)

### 3.3 Annual Service Level Agreement Metrics and Reports:

- A. **Price Accuracy** - The Contractor shall maintain a price accuracy rate of 99.5% or greater. Price accuracy is defined as the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category). The Contractor shall Contract with a third party firm (to be approved by the Department) to conduct an annual (on each anniversary of the contract effective date) sampling of Customer invoices (a minimum of 600 customer invoices for the 12 month period) to confirm accuracy of list prices and discount %, and that net prices of invoiced items are equal to or less than the contract terms. Specifically, the third party firm will confirm the price charged to the Customer is equal to or less than the contract terms during that time period. The third party firm shall provide an annual report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each year where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the annual report will

include copies of the invoices in the random sample that were not in compliance with the contract terms.

**4.0 SUMMARY OF PEANALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES**

The Contractor is required to meet the performance standards as described in Section 3.0 above. Contractor is required to meet performance standards for Delivery Timing, Order Accuracy, Order Completeness/Fill and Price Accuracy on standard contract orders only, special/custom orders can be excluded from the calculations of these performance standards. Failure to meet the performance standards specified will result in the specified damages to the State as shown in the chart below. On the 15th of the month following the month being reported, the Contractor shall submit a report to the Contract Administrator containing the information required in Section 3.0 above. Performance Assurances, if applicable, will be paid via check or money order made out to the Department of Management Services in US Dollars within 30 days after report submission. These damages are assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

<b>Item</b>	<b>First Failure</b>	<b>Second Failure</b>	<b>Third Failure</b>	<b>Fourth Failure</b>	<b>Fifth Failure*</b>	<b>Each Additional Failure</b>
Submit Report	\$0	\$500	\$500	\$1,000	\$2,000	\$3,000
Delivery Timing – less than 95% on time	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Order Accuracy – less than 98% of items delivered are accurate	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Order Completeness/ Fill – less than 95%	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Price Accuracy – less than 99.5%	\$0	\$0	\$2,000	\$3,000	\$4,000	\$5,000

\*Note: If respondent fails to meet the performance standards 5 or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

**5.0 EFFECTIVE DATE**

This Contract shall begin on October 18, 2010, or on the last date in which it is signed by all parties, whichever is later.

**6.0 EXPIRATION DATE**

This Contract shall expire three years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

**7.0 RENEWAL**

Upon mutual written agreement, the Department and the Contractor may renew the Contract for up to three (3) years as allowed by Section 287.057 (13)(a), Florida Statutes and pursuant to the provision of PUR 1000 Section 26.

#### **8.0 INTELLECTUAL PROPERTY**

The parties do not anticipate that any intellectual property will be developed as a result of this contract. Any intellectual property developed as a result of this contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of the contract.

#### **9.0 PREFERRED PRICE**

The Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 5.14 Best Pricing Comparison of the ITN.

#### **10.0 CONTRACT DOCUMENTS**

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. **ATTACHMENT I:**  
Office and Educational Consumables ITN No.: 618-001-10-1, as amended.
- B. **ATTACHMENT II:**  
Contractor's Response to the ITN.
- C. **ATTACHMENT III:**  
Contractor's Best and Final Offer Pricing.

#### **11.0 CONTRACT MANAGEMENT**

- A. **Contract Manager**  
The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager shall be as follows:

Mark Hernandez  
Division of State Purchasing  
Department of Management Services  
4050 Esplanade Way  
Tallahassee, FL 32399-0950  
Telephone: (850) 414-6741  
Fax: (850) 414-6122  
E-mail: [mark.hernandez@dms.myflorida.com](mailto:mark.hernandez@dms.myflorida.com)

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

- B. **Contractor's Representative**

**State of Florida  
Department of Management Services**

**Approved as to form and legality  
by the Department General Counsel's Office**

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**By: Linda H. South**

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**Date**

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**Date**

**Contractor:**

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**Signature**

---

**Print Name**

---

**Date**

**VENDOR AFFIDAVIT**

**Regarding the Contract Between  
Awarded Vendor (the “Contractor”)  
and  
The Florida Department of Management Services  
Contract No.: 618-000-11-1 (the “Contract”)**

Pursuant to section 9.0 of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the preferred-pricing clause contained in the Contract.

PRINT CONTRACTOR NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Print Representative’s Name/Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

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

[Check One] \_\_\_\_ Personally Known OR \_\_\_\_ Produced the following I.D. \_\_\_\_\_

Vendor Name _____ FEIN: _____
Vendor’s Authorized Representative Name and Title _____
Address _____
City, State, Zip _____
Phone Number _____
Email Address _____

**CONTRACT EXHIBIT B**

**NOTICE:** The following “Complete Contract Document” has been modified to reflect all pertinent addenda issued during the solicitation.



**INVITATION TO NEGOTIATE  
(ITN)  
  
FOR  
OFFICE AND EDUCATIONAL  
CONSUMABLES**

**ITN No. 618-001-10-1**

**ITN ISSUE DATE: MARCH 31, 2010  
RESPONSES DUE: APRIL 30, 2010**

**REFER ALL INQUIRIES TO:**

**DANIELLE KOSBERG, PMP  
LEAD PURCHASING ANALYST  
DIVISION OF STATE PURCHASING  
DEPARTMENT OF MANAGEMENT SERVICES  
4050 ESPLANADE WAY, SUITE 360  
TALLAHASSEE, FL 32399  
TELEPHONE: 850-413-0474  
EMAIL: DANIELLE.KOSBERG@DMS.MYFLORIDA.COM**

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## **SECTION 1.0**

### **INTRODUCTION**

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- 1.7 SOLICITATION QUESTIONS**

**1.1 Purpose / Term**

The State of Florida Department of Management Services' Division of State Purchasing ("the Department") is requesting proposals from responsible Respondents to establish a State Term Contract for Office and Educational Consumables. The initial term of the expected State Term Contract will be for three (3) years, with the potential option for renewals as allowed by Section 287.057 (14)(a), Florida Statutes. The initial contract term is anticipated to begin on July 1, 2010. Eligible Users of the new State Term Contract would include Florida state agencies, counties, cities, universities, colleges and Other Eligible Users as defined in Rule 60A-1.005, Florida Administrative Code (FAC).

**Respondents should carefully review all Sections of this ITN with particular attention to Section 2 (PUR 1001), Section 4 (PUR 1000), and Section 5 (Special Contract Conditions). All Sections of this ITN must be accepted and will be incorporated into the Contract without modification.**

The State's MyFloridaMarketPlace e-Procurement system Sourcing Tool ("MFMP Sourcing Tool") will be used to conduct this competitive event.

**1.2 Scope**

The scope of products for this Office and Educational Consumables solicitation are described in the table below. The Product Categories listed in the column "Covered by another statewide agreement" refers to categories covered by another State Term Contract, Alternate Contract Source, or State Purchasing Agreement. Respondents may exclude, but are not required to exclude, the items included in the column "Covered by another statewide agreement" from their product catalog. State agency users are encouraged to use the existing State Term Contracts for these items, but Eligible Users are permitted to purchase these items from the resulting Office and Educational Consumables contract. All users are encouraged to compare statewide agreements for best pricing.

In Scope	Covered by another statewide agreement
<ul style="list-style-type: none"> <li>▪ Office Consumables</li> <li>▪ Educational Consumables</li> <li>▪ Art Consumables</li> <li>▪ Paper (fewer than 10 cartons per order)</li> <li>▪ Envelopes</li> <li>▪ Toner (OEM and Remanufactured)</li> <li>▪ IT Peripherals</li> <li>▪ Office Equipment</li> </ul>	<ul style="list-style-type: none"> <li>▪ IT Hardware / Software</li> <li>▪ Printers</li> <li>▪ Copiers</li> <li>▪ Bulk Paper (10 or more cartons per order)</li> <li>▪ Furniture</li> <li>▪ Safety Supplies</li> <li>▪ Cleaning Products</li> <li>▪ Lab Supplies</li> </ul>

Examples of Product Categories contained in the scope of this solicitation are included in the table below. The table below is not meant to provide a comprehensive list of in scope items; it describes the most common types of items (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same product category. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product Sub-Categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories as a point of reference during this process.

Product Category	Product Sub-Categories
Consumables	<ul style="list-style-type: none"> <li>• Adhesives, Glues, Gluesticks, Adhesive Removers</li> <li>• Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets</li> </ul>

Product Category	Product Sub-Categories
	<ul style="list-style-type: none"> <li>• Archive Boxes, Cardboard Boxes, Storage Containers</li> <li>• Award Frames, Displays, Plaques, Certificates</li> <li>• Badges, Badge Holders, Lanyards</li> <li>• Batteries, Chargers,</li> <li>• Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric)</li> <li>• Book Cases, Book Ends, Book Shelves</li> <li>• Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards</li> <li>• Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape</li> <li>• Calendars, Desk pads, Refills, Planners</li> <li>• Camera Film, Photo Paper</li> <li>• Chair mats</li> <li>• Clocks, Hooks, Lamps</li> <li>• Correction Fluid, Correction Tape, Correction Pens</li> <li>• Envelopes</li> <li>• Erasers, Dry-Erase Erasers, Chalk, Crayons</li> <li>• Ink Pads, Refills, Stamps</li> <li>• Labels, Label Holders</li> <li>• Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener</li> <li>• Markers, Highlighters</li> <li>• Notebooks, Notepads, Pads of Paper, Post it NotesOffice Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Shredder bags, Extension Cords</li> <li>• Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills</li> <li>• Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles</li> <li>• Index Cards, Business Cards, Card Holders, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape</li> <li>• Science, Art and Teaching Supplies</li> <li>• Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates</li> <li>• Staplers, Staples, Staple Removers</li> <li>• Tape, Tape Dispensers, Embossing Tape, Velcro Products</li> <li>• Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches</li> </ul>
Breakroom & Cleaning Supplies	<ul style="list-style-type: none"> <li>• Coffee, Condiments, Food, Beverages</li> <li>• Cups, Spoons, Forks, Plates, Bowls</li> <li>• Dusters, Air Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Hand Sanitizers, Windex, Air Freshener, Dust Pans, Cleaning Supplies</li> <li>• Gloves</li> <li>• Knives, Cutters, Blades, Scrapers</li> <li>• Safety Supplies</li> <li>• Tissues and Towels</li> <li>• Wastebasket Bags</li> </ul>
Folders, Binders & Accessories	<ul style="list-style-type: none"> <li>• Binders, Combs, Rings, Spines</li> <li>• Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Report Covers,</li> <li>• File Indexes, Tabs, Ledgers, Tab Reinforcement</li> </ul>
Paper - Other	<ul style="list-style-type: none"> <li>• Art Paper, Construction Paper, Crepe Paper</li> <li>• Colored Paper</li> <li>• Computer Paper</li> <li>• Specialty Paper</li> </ul>
Paper - 20# White (Recycled)	<ul style="list-style-type: none"> <li>• 20#, White Copy Paper, minimum 92 bright (recycled and virgin)</li> </ul>

Product Category	Product Sub-Categories
and Virgin)	
Toner	<ul style="list-style-type: none"> <li>• Ribbons</li> <li>• Toners, Cartridges, Fusers, Kits, Drums, and Related Accessories (OEM and Remanufactured)</li> </ul>
IT Peripherals	<ul style="list-style-type: none"> <li>• CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mouse pads, Camera Bags, Camera Cases</li> <li>• Headsets, Headset Accessories, Headphones</li> <li>• IT Hardware / Software</li> <li>• Surge Protectors, UPS Power Supply</li> <li>• USB Drives, Flash Memory, Zip Disks</li> </ul>
Equipment	<ul style="list-style-type: none"> <li>• Calculators</li> <li>• Carts, Hand trucks</li> <li>• Digital Voice Recorders</li> <li>• Fans, Heaters</li> <li>• Furniture</li> <li>• Hole Punches (electric)</li> <li>• Label Makers</li> <li>• Laminators</li> <li>• Printers</li> <li>• Shredders</li> <li>• Typewriters</li> </ul>

### 1.3 Estimated Usage

The current Office and School Supplies Alternate Contract Source has averaged \$42,000,000 in purchases annually over the State's last 3 fiscal years (July 1-June 30). This figure is given only as a guideline for preparing an offer and should not be construed as representing actual or guaranteed purchases under any new contract.

### 1.4 Eligible Users

All Florida government and educational entities are considered Eligible Users of the Office and Educational Consumables State Term Contract. This includes all State agencies, school districts, universities, community colleges, counties, cities, towns, villages, special districts, and other entities approved by the Department. With the consent of the successful Respondent(s), purchases may also be made under the terms and conditions of this solicitation by governmental and educational entities located outside the State of Florida. Appropriate governmental and educational entities' purchasing laws, rules, and regulations shall apply to purchases made under this contract. Eligible Users and governmental entities are defined in Florida Administrative Code and Statutes as described below:

**Rule 60A-1.005, Florida Administrative Code, identifies Eligible Users as:**

- All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
- Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

**Section 163.3164, Florida Statutes:**

- (10) "Governmental agency" means:

- o The United States or any department, commission, agency, or other instrumentality thereof.
- o This state or any department, commission, agency, or other instrumentality thereof.
- o Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof.
- o Any school board or other special district, authority, or governmental entity.

### 1.5 Schedule of Events

The table below contains the intended schedule of events for this solicitation.

Events	Event Time (EDT)	Event Date
Issue the Office and Educational Consumables ITN/ Solicitation Preview Period Opens in the MFMP Sourcing Tool		March 31, 2010
<b>Pre-Bid Conference (Not Mandatory)</b> Betty Easley Conference Center RM 152, 4075 Esplanade Way, Tallahassee FL, 32399, For a map go to: <a href="http://fcn.state.fl.us/dms/dbc/facilities/maps/CCOC%20Map%20August%202005.pdf">http://fcn.state.fl.us/dms/dbc/facilities/maps/CCOC%20Map%20August%202005.pdf</a>	2:00 PM	April 26, 2010
Questions from Respondents Due / Bid Opens for Responses	2:00 PM	April 30, 2010
Post Responses to Respondents' Questions		May 7, 2010
<b>Responses Due</b>	2:00 PM	May 28, 2010
Public Meeting for Evaluators	2:00 PM	June 18, 2010
Post Notice of Intent to Negotiate		June 22, 2010
Begin Negotiation Session(s)		July 12, 2010
Public Meeting – Meeting of the Negotiation Team 4050 Esplanade Way Conference Room 101 Tallahassee FL, 32399 <b>Conference Call Dial-in Number: 1-888-808-6959</b> <b>Participant Conference Code: 5263885</b>	2:00 PM	August 2, 2010
Best and Final Offers Due	2:00 PM	August 10, 2010
Public Meeting – Recommend Award 4050 Esplanade Way Conference Room 101 Tallahassee FL, 32399 <b>Conference Call Dial-in Number: 1-888-808-6959</b> <b>Participant Conference Code: 5263885</b>	2:00 PM	August 12, 2010
Post Notice of Intent to Award		August 23, 2010
Award Contract		August 27, 2010
Target Date for Contract Execution		October 1, 2010

**YOU SHOULD SUBMIT YOUR RESPONSE IN THE MFMP SOURCING TOOL AS EARLY AS POSSIBLE. YOU SHOULD ALLOW FOR ADEQUATE TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.**

**DO NOT RELY ON THE MFMP SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.5) OF THIS ITN.**

## 1.6 Contact Person

The Contact Person is the sole point of contact from the date of release of this ITN until the contract award is made. Respondents shall not contact any other State agency, Department of Management Services, or Eligible User employee for information with respect to this solicitation.

Contact Person for this ITN is:

**Danielle Kosberg, PMP**

Lead Purchasing Analyst, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: 850-413-0474  
Email: [danielle.kosberg@dms.myflorida.com](mailto:danielle.kosberg@dms.myflorida.com)

## 1.7 Solicitation Questions

All questions must be submitted via the Q&A Board within the MFMP Sourcing Tool. Respondents have the ability to ask questions about the proposed items included in the office and educational consumables pricing proposals. Respondents are asked to indicate any questions or concerns with the listed Items in the price proposals. For questions about product items, Respondents are asked to reference the Item Index Number (e.g., C25, G14), their concerns, and provide for recommendations. Respondents are asked to indicate any issue that would prevent them from being able to submit a complete Price Proposal. As a reminder, Respondents must submit a complete Price Proposal for every one of the listed items.

Questions shall be received no later than the time and date reflected on the Event Timeline in Section 1.5. The Department will provide responses to the questions according to the Event Timeline. All submitted questions will be published exactly as submitted along with the Department's response.

## **SECTION 2.0**

### **GENERAL INSTRUCTIONS TO RESPONDENTS, STATE OF FLORIDA FORM PUR 1001**

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS/ REVISIONS**
- 2.16 MINOR IRREGULARITIES / RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATION ON VENDOR CONTACT**

## 2.1 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) **"Buyer"** means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- b) **"Procurement Officer"** means the Buyer's contracting personnel, as identified in the Section 1 Introduction.
- c) **"Respondent"** means the entity that submits materials to the Buyer in accordance with these Instructions.
- d) **"Response"** means the material submitted by the Respondent in answering the solicitation.
- e) **"Timeline"** means the list of critical dates and actions included in Section 1 Introduction.

## 2.2 General Instructions

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

## 2.3 Electronic Submission of Responses

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the Respondent within MFMP. The Respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

## 2.4 Terms and Conditions

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

## 2.5 Questions

Respondents shall address all questions regarding this solicitation to the Procurement Officer in section 1.6 of this ITN. Questions must be submitted via the Q&A Board within the MFMP Sourcing Tool and must be RECEIVED NO LATER THAN the time and date reflected on the Schedule of Events. Questions shall be answered in the timeframe indicated on the Schedule of Events. All questions submitted shall be published and answered in a manner that all Respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each Respondent is responsible for monitoring the MFMP site for new or changing information. The Buyer shall not be bound by any verbal information or by any written

information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

## **2.6 Conflict of Interest**

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

## **2.7 Convicted Vendors**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

## **2.8 Discriminatory Vendors**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

## **2.9 Respondent's Representation and Authorization**

In submitting a response, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its response a written explanation of why it cannot do so).

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.

All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

#### **2.10 Manufacturer's Name and Approved Equivalent**

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable

specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

### **2.11 Performance Qualifications**

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if Respondent, or anyone in Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

### **2.12 Public Opening**

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

### **2.13 Electronic Posting of Notice of Intended Award**

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

### **2.14 Firm Response**

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

### **2.15 Clarifications/Revisions**

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

### **2.16 Minor Irregularities/Right to Reject**

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve

the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

### **2.17 Contract Formation**

The Buyer shall issue a notice of award, if any, to successful Respondent(s), however, no contract shall be formed between Respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a Respondent in preparing or producing its response or for any work performed before the Contract is effective.

### **2.18 Contract Overlap**

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any State Term Contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

### **2.19 Public Records**

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any Respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

### **2.20 Protests**

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation:

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

### **2.21 Limitation on Vendor Contact with Agency During Solicitation Period**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

## **SECTION 3.0**

### **SPECIAL INSTRUCTIONS TO RESPONDENTS**

**SPECIAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN THIS SECTION 3.0 MAY SUPERSEDE OR SUPPLEMENT GENERAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN SECTION 2.0.**

- 3.1 OVERVIEW OF THE SOLICITATION PROCESS**
- 3.2 USE OF S.P. RICHARDS**
- 3.3 WHO MAY RESPOND**
- 3.4 ORDER OF PRECEDENCE**
- 3.5 ADDENDA TO THE ITN DOCUMENTS**
- 3.6 SUBMITTAL OF RESPONSE**
- 3.7 NOTIFICATION PROCESS**
- 3.8 MYFLORIDAMARKETPLACE(MFMP) REGISTRATION AND SOURCING TOOL OVERVIEW**
- 3.9 REQUESTS FOR CLARIFICATION / SUBMISSION OF QUESTIONS**
- 3.10 BASIS FOR AWARD**
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- 3.12 EXECUTION OF RESPONSE**
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- 3.15 USE OF THIRD-PARTY CONSULTANT**
- 3.16 CANCELLATION OR WITHDRAWAL OF ITN**
- 3.17 CONFIDENTIAL INFORMATION**

### 3.1 Overview of the Solicitation Process

The Department intends to use an ITN to conduct this solicitation, which includes the following components (detailed below): Qualification Questions, Technical Proposal, Price Proposals, Forms and Additional Information. The Department reserves the right to award to one or multiple Respondents. The Department intends to select one of two award options. If the Department chooses Award Option 1, the Office and Educational Consumables Contract will be awarded to one Respondent. If the Department chooses Award Option 2, the Office and Educational Consumables Contract will be awarded to multiple Respondents, including but not limited to Respondents providing statewide coverage and Respondents providing regional coverage. If the Department chooses Award Option 2 and awards the contract to multiple Respondents, Eligible Users will have the option to conduct requests for quotes. Refer to Section 6 – Technical Specifications and Section 7 – Evaluation and Selection for details of the response submissions, evaluation and selection process.

#### 3.1.1 Qualification Questions

The intent of the Qualification Questions is to determine if Respondents are capable and willing to meet the mandatory requirements of this solicitation.

Respondents will submit Yes / No answers to each mandatory question within the MFMP Sourcing Tool. All of the submitted responses to the qualification questions in the MFMP Sourcing Tool will be reviewed by the Procurement Officer. **Respondents that answer “No” to any of the mandatory requirements will not have their remaining Technical or Price proposal scored and will be disqualified to participate in this solicitation..** Respondents that answer “Yes” with all the qualification questions by answering “Yes” to all of the mandatory requirements will be evaluated on their Technical Proposals. Applicants should use care and integrity in preparing their responses to the qualification questions, since these are mandatory requirements and will not be negotiable during the solicitation process.

#### 3.1.2 Technical, Price Proposals, Forms and Additional Information

All Respondents are asked to submit a Technical Proposal, Price Proposal(s), and required forms. All Respondents' Technical Proposals will be opened and scored before the Respondents' Price Proposals are opened. Only Respondents scoring 280 points or more on their Technical Proposals will have their Price Proposals scored.

All Respondents shall use the MFMP Sourcing Tool to submit their responses to the Technical and Price Proposals. Respondents shall also complete and upload the required forms and additional information below in the MFMP Sourcing Tool:

- Attachment A - Reference Check Form (2 Customer References are required)
- Attachment B - Certification of Drug Free Workplace Program Form
- Attachment C - Department of State Registration Form / Authority to Do Business in the State of Florida
- Attachment D - Ordering Instructions
- Respondent's Dunn and Bradstreet SQR Report
- Respondent's Proposed Catalog With List Prices

**Respondents Offering Statewide Coverage:** Only Respondents scoring 280 points or more on the Technical Proposal will have their Price Proposals scored. The Department requires Respondents offering statewide coverage to submit Price Proposals using Attachment E - Statewide Price Proposal Tool. Respondents must fill out all the worksheets in Attachment E. Since the Department may choose either to award the contract to a single statewide respondent or multiple statewide and regional respondents, Respondents must submit two Price Proposals contained within Attachment E. “Price Proposal #1” represents a Respondent's proposed pricing if the Department awards the contract to a single Respondent, and “Price Proposal #2” represents a Respondent's proposed pricing if the Department chooses to award the contract to multiple Respondents.

After the proposal submission due date, the Department will score both Price Proposal #1 and Price Proposal #2 and add each separately to the Respondent's Technical Proposal score to calculate the following two scores:

$$\begin{aligned} \text{Technical Proposal} + \text{Price Proposal \#1 (single award)} &= \text{Score A} \\ \text{Technical Proposal} + \text{Price Proposal \#2 (multi-award)} &= \text{Score B} \end{aligned}$$

The Respondents' final Stage 1 scores above will be used to rank all responsive proposals to determine which Respondents will move to negotiations. See Section 3.13 for more details on the Department's award criteria.

**Respondents Offering Only Regional Coverage:** Only Respondents scoring 280 points or more on the Technical Proposal will have their Price Proposals scored. The Department requires Respondents offering regional coverage to submit a Price Proposal using Attachment F - Regional Price Proposal Tool. Respondents must fill out all the worksheets in Attachment F, including indicating which regions they propose to cover. If the Respondent is able to cover all four (4) regions in the State, the Respondent must submit their Price Proposals using Attachment E - Statewide Pricing Proposal Tool.

After the proposal submission due date, the Department will score the Price Proposal and the score to the Respondent's Technical Proposal score to calculate the following final score:

$$\text{Technical Proposal} + \text{Price Proposal} = \text{Region Score}$$

The Respondents' final score above will be used to rank all responsive proposals to determine which Respondents will move to negotiations. See Section 3.13 for more details on the Department's award criteria.

### 3.1.3 Negotiations

The Department intends to have discussions with the top three scoring Respondents under each award option to discuss their Technical and Price Proposals. The Department reserves the right to conduct negotiations with more or less than three Respondents if it is deemed in the best value of the State. Discussions will focus on identifying potential opportunities for improvement of value delivered to the State. Respondents will be provided with the opportunity to submit best and final Technical and Price Proposals. The Department will score resubmitted Price Proposals to determine final scores that will be used in the award decision. The Department reserves the right to finalize the negotiations at any point and post an "Intent to Award" notice.

**Respondents Offering Statewide Coverage:** After analysis and ranking of Respondents under both Score A and Score B, the Department reserves the right to negotiate, either serially or concurrently, with the top three scoring Respondents providing statewide coverage under both the single award and multiple award scenarios.

**Respondents Offering Only Regional Coverage:** After analysis and ranking of Respondents under the each of the 4 Regions, the Department intends to negotiate with only the top scoring Respondent in each region.

### 3.2 Use of S. P. Richards

The Department is using Quarter 1, 2010 S.P. Richards' retail list price as a consistent reference point for pricing analysis and comparison across Respondents during this solicitation and will use S. P. Richards' retail list price to provide a mechanism to manage pricing throughout the contract period. S.P. Richards' Quarter 3, 2010 retail price list will be used to establish the list prices for the effective date of the contract through Quarter 4 2010. Beginning Quarter 1 2011, S.P. Richards' published quarterly list prices will be used to update contract pricing for non-generic items, where available. This does not mean that a Respondent must use S.P. Richards as their wholesaler. For the items contained in the Core Items and Generic Core Items worksheet, Respondents shall submit discounts off of the Quarter 1 2010 List Price by provided Product Category.

Respondents are required to submit with their response an electronic copy of their complete product list that they intend to provide Customers under the awarded contract. This product list will not be used in the evaluation of the Respondent's Proposal. This price list will serve as the Contractor's catalog and list prices until Quarter 1 2011 of the awarded contract. Respondents must indicate the Quarter 3 2010 S.P. Richards' list price for all products. Where there is no S.P. Richards' list price available (i.e., a product is not available through S.P. Richards), the product manufacturer's MSRP shall be listed. If the item is a generic item (e.g., private label), then the Respondent is considered the product manufacturer and the Respondent's established, reasonable list price shall be listed.

### **3.3 Who May Respond**

To be eligible to respond to this solicitation, Respondents must meet the following requirements:

1. Must not be on the Florida Suspended Vendor List
2. Have no delinquent State of Florida Transaction Fees (see Section 4.14)
3. Meet the Mandatory Requirements outlined in Section 6.0
4. Possess the financial capability, experience, and personnel resources to provide services of the scope and breadth described in this ITN

The Department reserves the right to request additional information and / or clarification pertaining to Respondents' experience, ability, and qualifications to perform services described in this ITN, during the solicitation or after contract award.

Respondents failing to provide requested information and / or clarification or submitting false or erroneous information may be deemed non-responsive and shall not be awarded a contract. If a Respondent's Proposal is found to contain false and / or erroneous information after contract award, the contract may be terminated.

### **3.4 Order of Precedence**

Potential Respondents for this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, those conditions specified in the Special Conditions shall prevail.

All responses are subject to the terms of the following sections of these solicitation documents, which, in case of conflict, shall have the order of precedence listed:

- Addenda (if any) to the ITN Documents
- Technical Specifications (Section 6.0)
- Evaluation and Selection (Section 7.0)
- Attachments (Section 8.0)
- Special Instructions to Respondents (Section 3.0)
- Special Contract Conditions (Section 5.0)
- General Contract Conditions (Section 4.0 (PUR 1000))
- General Instructions to Respondents (Section 2.0 (PUR 1001))
- Introduction (Section 1.0)

### **3.5 Addenda to the ITN Documents**

The Department reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted within the MFMP Sourcing Tool. Such notice, if required, will contain the appropriate details for identifying and / or reviewing formal changes to the solicitation. Each Respondent is responsible for monitoring the site for new or changing information concerning this solicitation.

Respondents are reminded that the MFMP Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that Respondents will receive email notifications concerning any posting, amendment, or close of solicitations.

### 3.6 Submittal of Response

Responses shall be completed per instructions in this ITN document, and Respondents will submit their proposal via the MFMP Sourcing Tool BY THE DATE AND TIME SPECIFIED IN SECTION 1.5 SCHEDULE OF EVENTS. In the event a Respondent submits more than one response, only the last response received by the MFMP Sourcing Tool shall be considered for award.

Proposals not submitted within the MFMP Sourcing Tool shall be rejected. Each Respondent is responsible for ensuring that the proposal is submitted at the proper time. The Department shall not consider late proposals and the MFMP Sourcing Tool will NOT accept proposals after the due date and time specified in the Schedule of Events in Section 1.5, or as amended by the Department.

### 3.7 Notification Process

All solicitation documents and notices of agency decisions will be posted both in the MFMP Sourcing Tool and on the Vendor Bid System.

The MFMP Sourcing Tool can be accessed by Respondents that are properly registered in the MFMP Vendor Information Portal, as detailed in Section 3.8 MFMP Registration and Sourcing Tool Overview.

The Vendor Bid System can be accessed by going to [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form) and selecting the Department of Management Services under the Agency search criteria box. Then select the Initiate Search button near the bottom of the page and look for the name of this solicitation.

Respondents are reminded that the MFMP Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that Respondents will receive, email notifications concerning any posting, amendment, or close of solicitations (ITNs).

Respondents are responsible for checking the MFMP Sourcing Tool and / or the Vendor Bid System for information and updates concerning solicitations.

### 3.8 MFMP Registration and Sourcing Tool Overview

The Department uses the MFMP Sourcing Tool to post solicitations and receive responses to solicitations electronically.

#### *MFMP Vendor Registration Application:*

Respondents must have current and complete Vendor Registration Application identified on the MFMP Vendor Information Portal at: <https://vendor.MFMP.com/>. If you have not registered, please be advised that a minimum of 48 hours will be required for access to the MFMP Sourcing Tool upon completion of your registration in the MFMP system. Completion of this registration and acceptance of the Terms of Use are mandatory for those Respondents who wish to submit a response to this solicitation.

#### *MFMP Sourcing Tool Training for Respondents:*

This solicitation will be conducted using the MFMP Sourcing Tool. Training materials can be found at: [http://marketplace.myflorida.com/vendor/vendor\\_solicitation\\_help.htm](http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm). Copy link and paste in to web browser to access site. Download and review the document titled ITN Event User Guide.

- For all technical questions about the MFMP Sourcing Tool, Respondents should contact the MFMP Customer Service Desk at (866) FLA-EPRO or [vendorhelp@MFMP.com](mailto:vendorhelp@MFMP.com).
- For additional information / assistance on using the MFMP Sourcing Tool, please visit the MFMP website at following link:  
[http://marketplace.myflorida.com/vendor/vendor\\_solicitation\\_help.htm](http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm).

The MFMP Sourcing Tool site includes:

- Solicitation User Guides
- On-Demand web-based Sourcing Tool training link
- WinZip FAQs
- Vendor FAQs

*MFMP Sourcing Tool Tips:*

When working in the MFMP Sourcing Tool, be aware of the thirty (30) minute time-out function (with a two (2) minute warning in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries (since last saved) are not lost.

Please note that clicking the SAVE button within the MFMP Sourcing Tool only saves your responses. The SAVE button does not transmit your response to the State. In order to transmit your response to the State, you must click the SUBMIT button on the SUMMARY page of the response.

After clicking the SUBMIT button, it is your responsibility to check your submitted response within the MFMP Sourcing Tool to verify that your response is accurately and completely captured within the tool. You must do this while there is time remaining in the response period in case you discover an error and need to submit a revised response.

To validate your response, you should do the following before the Response period ends:

- 1) Go to the “My Bids / My Responses” tab within the MFMP Sourcing Tool after you submit your response.
- 2) Click on the Bid ID number of your last submitted response.
- 3) Review entire response to make sure all responses are complete, accurate, and as you intended to submit.
- 4) Minimum areas to check are:
  - i) Text boxes – Is your entire answer viewable?
  - ii) Yes / No questions – Is the displayed answer correct?
  - iii) All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?
  - iv) Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your response within the tool (e.g., not an earlier version or working copy)?
  - v) Pricing Information – Are all prices you intended to submit visible and accurately captured within the MFMP Sourcing Tool?

It is strongly recommended that you submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

The MFMP Sourcing Tool's time remaining clock is NOT the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

**DO NOT RELY ON THE MFMP SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE SCHEDULE OF EVENTS (Section 1.5) OF THIS ITN.**

### **3.9 Requests for Clarification / Submission of Questions**

All requests for clarification and questions must be submitted via the Q&A Board within the MFMP Sourcing Tool. Respondents have the ability to ask questions about the proposed items included in the office and educational consumables pricing proposals. Respondents are asked to indicate any questions or concerns with the listed Items in the price proposals. For questions about product items, Respondents are asked to reference the Item Index Number (e.g., C25, G14), their concerns, and provide for recommendations. Respondents are asked to indicate any issue that would prevent them

from being able to submit a complete Price Proposal. As a reminder, Respondents must submit a complete Price Proposal for every one of the listed items.

Questions shall be received no later than the time and date reflected on the Event Timeline in Section 1.5. The Department will provide responses to the questions according to the Event Timeline. All submitted questions will be published exactly as submitted along with the Department's response.

### **3.10 Basis for Award**

The Department reserves the right to reject pricing that is greater than pricing offered to other potential Customers (e.g., purchasing cooperatives, cities, counties, universities, colleges, or similarly situated states, such as California, New York, and Texas). The Department reserves the right to accept or reject any and all responses, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

The Department will review the Respondent's proposals submitted as outlined in Section 7 - Evaluation and Selection, which includes both the single award, multiple award, and regional pricing proposals. The Department reserves the right to award to a single Respondent or multiple Respondents as determined to be the best value of the State.

### **3.11 Response Opening and Electronic Posting of Notice of Intended Award**

Offers shall be opened after the date and time indicated on the Schedule of Events in Section 1.5 and thereafter evaluated according to Section 7 - Evaluation and Selection.

If the ranking or award is delayed, the Department shall post a notice of the delay in the MFMP Sourcing Tool and the Vendor Bid System and revise the Schedule of Events.

Any person who is adversely affected by the decision may file a notice of protest in accordance with Section 120 of the Florida Statutes. See paragraph 2.20 of the General Instructions (PUR 1001). The Department shall not reply to, or provide rankings or notices of award by telephone, email, or fax.

### **3.12 Execution of Response**

The Respondent's response shall include all appropriate forms located within the MFMP Sourcing Tool RFX Info Section and as outlined Section 6 – Technical Specifications. Requested question responses shall be entered electronically in the MFMP Sourcing Tool as indicated in Section 6 – Technical Specifications. The Respondent's response shall include the Pricing Proposal spreadsheet within the MFMP Sourcing Tool RFX Info Section and as outlined in Section 6 – Technical Specifications. Failure to provide all required information and documentation within the response / proposal package shall result in rejection of the proposal.

### **3.13 Special Accommodation**

Any person requiring a special accommodation for public meetings because of a disability should call State Purchasing at (850) 488-8440 at least 48 hours prior to public meetings. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

### **3.14 Firm Response**

The Department may make an award within one-hundred and eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If an award is not made within one-hundred and eighty (180) days, the response shall remain firm until either the Department awards the Contract or the Department receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

### **3.15 Use of Third-Party Consultant**

The Department has chosen to use a consultant to help prepare this ITN. The consultant we chose is Accenture LLP. Although our consultant has helped to prepare the ITN's contents, they are not involved in the decision making process, which shall remain exclusively with the State of Florida.

**3.16 Cancellation or Withdrawal of ITN**

This ITN may be cancelled or withdrawn at any time and any and all responses may be rejected in whole or in part when the Department determines such action to be in the best interest of the State of Florida.

**3.17 Confidential Information**

Any documents submitted pursuant to this ITN and identified by the Respondent as containing confidential and proprietary information will not be released to any person making a request for copies of information submitted to the Department until the Respondent has been notified and provided the opportunity to defend release of the document containing the identified confidential information. In transmitting any document which contains proprietary confidential business information, the Respondent shall note within the body of the document itself, the following warning:

THIS DOCUMENT IS NOT A PUBLIC RECORD, AND IS EXEMPT FROM THE PROVISIONS OF CHAPTER 119, FLORIDA STATUTES, PURSUANT TO THE PROVISIONS OF SECTION 946.517, FLORIDA STATUTES.

## SECTION 4.0

### GENERAL CONTRACT CONDITIONS, STATE OF FLORIDA FORM PUR 1000

#### CONTENTS:

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- 4.2 PURCHASE ORDERS
- 4.3 PRODUCT VERSION
- 4.4 PRICE CHANGES APPLICABLE ONLY TO TERM CONTRACTS
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#### 4.1 Definitions

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

#### 4.2 Purchase Orders

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

#### 4.3 Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

#### 4.4 Price Changes Applicable only to Term Contracts

If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Procurement Officer documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

#### **4.5 Additional Quantities**

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

#### **4.6 Packaging**

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

#### **4.7 Inspection at Contractor's Site**

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

#### **4.8 Safety Standards**

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

#### **4.9 Americans with Disabilities Act**

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

#### **4.10 Literature**

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

#### **4.11 Transportation and Delivery**

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall

notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

#### **4.12 Installation**

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

#### **4.13 Risk of Loss**

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

#### **4.14 Transaction Fee**

The State of Florida has instituted MFMP, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services' vendor list as provided in rule 60A-1.006, F.A.C.

#### **4.15 Invoicing and Payment**

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

#### **4.16 Taxes**

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

#### **4.17 Governmental Restrictions**

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

#### **4.18 Lobbying and Integrity**

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

#### **4.19 Indemnification**

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **4.20 Limitation of Liability**

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

#### **4.21 Suspension of Work**

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time

activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

#### **4.22 Termination for Convenience**

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### **4.23 Termination for Cause**

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

#### **4.24 Force Majeure, Notice of Delay, and No Damages for Delay**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

#### **4.25 Changes**

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

#### **4.26 Renewal**

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

#### **4.27 Purchase Order Duration**

Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a State Term Contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the State Term Contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the State Term Contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the State Term Contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

#### **4.28 Advertising**

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either

in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

#### **4.29 Assignment**

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

#### **4.30 Antitrust Assignment**

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

#### **4.31 Dispute Resolution**

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

#### **4.32 Employees, Subcontractors, and Agents**

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

#### **4.33 Security and Confidentiality**

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record.

To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

#### **4.34 Contractor Employees, Subcontractors, and Other Agents**

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

#### **4.35 Insurance Requirements**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

#### **4.36 Warranty of Authority**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

#### **4.37 Warranty of Ability to Perform**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

#### **4.38 Notices**

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

#### **4.39 Leases and Installment Purchases**

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

#### **4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

#### **4.41 Products Available from the Blind or Other Handicapped**

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

#### **4.42 Modification of Terms**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

#### **4.43 Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

#### **4.44 Waiver**

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### **4.45 Annual Appropriations**

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

#### **4.46 Execution in Counterparts**

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### **4.47 Severability**

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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## **SECTION 5.0**

### **SPECIAL CONTRACT CONDITIONS**

**SPECIAL CONTRACT CONDITIONS CONTAINED IN THIS SECTION 5.0 MAY SUPERSEDE OR SUPPLEMENT GENERAL CONTRACT CONDITIONS TO RESPONDENTS CONTAINED IN SECTION 4.0.**

- 5.1 PUNCH-OUT CATALOG AND ELECTRONIC INVOICING**
- 5.2 STATE OF FLORIDA ONLINE CATALOG**
- 5.3 PURCHASING CARD PROGRAM**
- 5.4 COMPLIANCE WITH LAWS**
- 5.5 LIQUIDATED DAMAGES**
- 5.6 LIABILITY INSURANCE AND WORKER'S COMPENSATION**
- 5.7 PERFORMANCE BOND**
- 5.8 ONGOING PERFORMANCE MEASURES**
- 5.9 CONTRACT REPORTING REQUIREMENTS**
- 5.10 BUSINESS REVIEW MEETINGS**
- 5.11 PRICE CHANGES**
- 5.12 NON-CORE ITEMS REVISED, CONTRACT ANNIVERSARY PRICING (NON-CORE TO CORE DISCOUNT)**
- 5.13 STATE OBJECTIVES**

## 5.1 Punch-out Catalog and Electronic Invoicing

The Contractor shall supply a punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under contract. The punch-out catalog also allows for direct communication between the MyFloridaMarketPlace eProcurement System (MFMP) and a supplier's ERP system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as contract line items. The user can then proceed through the normal workflow steps, which may include adding the items to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a purchase order and the purchase order is approved and sent to the supplier.

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**  
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing.*
- **EDI (Electronic Data Interchange)**  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
- **PO Flip via ASN**  
The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, but only to the extent such third party provider of MFMP is working directly on behalf of the State a non-exclusive, non-transferable, limited license to use, reproduce, transmit, distribute, and publicly display within the MFMP the Contractor's punch-out catalog-site. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider, but only to the extent such third party provider of MFMP is working directly on behalf of the State, a non-exclusive, non-transferable, limited license to reproduce and display within the MFMP the Contractor's trademarks, service marks, logos, trade dress, or other branding designation of Contractor that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Punch-out Catalog and Electronic Invoicing.

The Contractor is required to provide additional Ordering Instructions in Attachment D – Ordering Instructions to identify persons responsible for answering questions about the response and administering the Contract and shall provide information necessary for placing orders under the Contract.

**5.2 State of Florida Online Catalog**

In addition to the Contractor’s punch-out catalog in MFMP, the Contractor shall provide a specific online ordering portal and product catalog (referred to as the online catalog) to the State of Florida containing only State of Florida items and prices. The contractor will, within sixty (60) days of contract award, make available the online catalog that contains only items that are in the scope of the awarded contract. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price.

**5.3 Purchasing Card Program**

The State of Florida has implemented a purchasing card program, using the Visa platform. Respondents may receive payment from state agencies by the State’s Purchasing Card in the same manner as any other Visa purchases. Purchasing Card / Visa acceptance for purchase is a mandatory requirement for this solicitation but is not the exclusive method of payment.

If the State changes its Purchasing Card platform during the term of Contract resulting from this ITN, the awardee shall make any necessary changes to accommodate the State’s new Purchasing Card platform within 30 days of notification of such change.

**5.4 Compliance with Laws**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes and Chapter 60A, Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for Contract termination.

**5.5 Liquidated Damages**

The Respondent is required to meet the performance standards for Delivery Timing, Order Accuracy, Order Completeness/Fill, and Price Accuracy described in Section 6.3.1, Q2. Failure to meet the performance standards specified will result in the specified damages to the State as shown in the chart below. On the 15<sup>th</sup> of the month following the month being reported, the Respondent shall submit a report to the Contract Administrator containing the information required in Section 6.3.1, Q2. Performance Assurances, if applicable, will be paid via check or money order made out to the Department of Management Services in US Dollars within 30 days after report submission. These damages are assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter. Contractors are required to meet performance standards for Delivery Timing, Order Accuracy, Order Completeness/Fill and Price Accuracy on standard contract orders only. Special/custom orders can be excluded from the calculations of these performance standards.

Item	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submit Report	\$0	\$500	\$500	\$1,000	\$2,000	\$3,000
Delivery Timing – less than 95% on time	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Order Accuracy – less than 98% of items	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000

delivered are accurate						
Order Completeness/ Fill – less than 95%	\$0	\$0	\$1,000	\$1,000	\$2,000	\$3,000
Price Accuracy – less than 99.5%	\$0	\$0	\$2,000	\$3,000	\$4,000	\$5,000

\*Note: If respondent fails to meet the performance standards 5 or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

### 5.6 Liability Insurance and Worker’s Compensation

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured as its interest may appear; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

### 5.7 Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

### 5.8 Ongoing Performance Measures

The Department intends to use performance-reporting tools and service level agreements as outlined in this solicitation, in order to measure the performance of Contractors. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and end users. The State reserves the right to modify and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department’s website).

### 5.9 Contract Reporting Requirements

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment G – Quarterly Reporting Form of this ITN.

The following summary data must be reported to the Contract Manager on a quarterly basis:

- Total purchases on the contract for the quarter
- Total purchases on the contract for the quarter by Eligible User
- Total purchases for the quarter made using the State’s Purchasing Card
- Total Certified Vendor (including Minority, Women, and Service-Disabled Veteran) purchases for the quarter by Eligible User.

The following detailed data must be reported to the Contract Manager on a quarterly basis in Excel spreadsheet format:

- Eligible User (Customer) Entity Name

- Product Category
- Item Description
- Manufacturer Name
- Manufacturer Part Number
- UPC
- Unit of Measure
- Quantity Shipped
- Date Shipped
- List Price
- Invoice Price
- Core Item Flag (indicates if item is on Core Items list)
- P-Card Flag (indicates if transaction was paid for using a P-Card).
- Flag Purchases made within the stores (if applicable)

The Contractor is also responsible for providing the monthly service level agreement reports in Excel spreadsheet format as outlined below:

- On-Time Delivery Rate = Number of orders delivered complete within the 2 business day requirement divided by total number of orders delivered
- Order Fill Rate = Number of orders with order fill rate of more than 95% divided by total number of orders
- Order Accuracy Rate = Number of orders with order accuracy rate of more than 98% divided by total number of orders
- Total Number of Orders Placed, Total Dollar Value of Orders Placed, and Average Value of Orders Placed by Customer.

Failure to provide quarterly sales reports, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) and the monthly service level agreement reports, may result in the Contractor being found in default and may cause termination of the contract. Quarterly submissions of the Contract Reporting Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed reports and send by email to the Contract Manager.

#### **5.10 Business Review Meetings**

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may involve, but is not limited to, the following:

- Review of Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and / or improve business efficiencies.

#### **5.11 Price Changes**

The discount proposed for each Product Category of Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items shall remain the same throughout the contract period unless the vendor offers additional volume discounts as outlined in their Best and Final Offer Pricing Proposal. Respondents are required to submit with their response an electronic copy of their complete product list that they intend to provide Customers under any awarded contract. The product list must include Quarter 3 2010 S.P. Richards' list price for products where available. Where there is no S.P. Richards' list price available, the product manufacturer's MSRP shall be listed. If the item is a generic item (e.g., private label), then the Respondent is considered the product manufacturer and their established, reasonable list price shall be listed.

The list prices contained on this initial product list along with the final awarded discount % off list price for Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items will be held fixed until January 21<sup>st</sup> 2011. The discount proposed for each category shall remain the same throughout the term of the contract and all renewal options. All pricing must be verifiable and auditable from the effective date of the contract.

Starting with Q1 2011, January 2011, Contractors shall submit quarterly to the Department for approval an updated product list with list prices that reflect any updates to S.P. Richards' list prices, or product manufacturers' list prices if S. P. Richards is not available, or the Contractor's list price for generic items. Contractors shall submit updated price lists with requested list price increases and decreases to the Contract Administrator on a quarterly basis by January 1, April 1, July 1, and October 1 of each calendar year. The Department shall have at least 15 days to review and approve or deny the requested list price update forms and may request supporting documentation for any price changes. Once approved, the Contractor shall update all systems to reflect the list price increases and decreases by the 21<sup>st</sup> of the first month in the quarter. There will be no retroactive price increases allowed.

### **5.12 Non-Core Items Revised, Contract Anniversary Pricing (Non-Core to Core Discount)**

Upon each anniversary of the effective date of the contract, the Department will calculate the aggregate spend of all non-generic items across all Contractors. Non-generic items that have aggregated sales of \$10,000 or more that are not already on the Core Items list will be added to the Core Items list for all Contractors. Existing Core Items that do not meet the minimum threshold of \$10,000 will be removed from the Core Items list. If a Contractor does not carry an item designated on the new Core Item list in their full line catalog, the Contractor is not required to provide this item under the contract.

### **5.13 State Objectives**

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

#### **1. Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

<http://dms.myflorida.com/oscd>

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or sub-contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level. (Reference Attachment G – Quarterly Report Form, Tab “CBE Spend Report”).

**2. Environmental Considerations**

Florida Governor Charlie Crist signed Executive Order 07-126, titled “Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government”; Executive Order 07-127, “Immediate Actions to Reduce Greenhouse Gas Emissions within Florida”; and Executive Order 07-128, “Florida Governor’s Action Team on Energy and Climate Change.”

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor’s plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Prime Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by Prime Contractor’s company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Prime Contractor’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs and reduce the impact of purchasing office and educational consumables in the State of Florida. If applicable, include your plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, program to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products, programs to reduce usage of Office and Educational Consumables products (e.g., paper), product take-back programs.

**3. Certification of Drug-Free Workplace Program.**

The State supports and encourages initiatives to keep the workplaces of Florida’s Suppliers and Prime Contractors drug-free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. The Respondent shall certify that they have a drug-free workplace program using the “Certification of Drug-Free Workplace” as provided in MFMP Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug-free workplace in offering the items of the solicitation.

**4. Products Available from the Blind or Other Handicapped (RESPECT)**

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

**5. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Prime Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

**5.14 – Best Pricing Comparison**

Contractor represents that the Customer's pricing under this contract as offered for its aggregate spend with Contractor during the prior twelve month period is less than the annual aggregate spend under any other state, regional or local government contract or public sector national or multi-state cooperative agreement or program held by the Contractor ("Comparison Contract"). For purposes of this Best Pricing Offer, "Comparison Contract" is defined as a contract that does not exceed 120% of the annual aggregate spend of this contract with Contractor and has substantially similar items or services that are purchased under similar terms and conditions to this contract. If during the term of this contract, Contractor becomes aware that its pricing for Customer's aggregate spend under this contract with Contractor is higher than it would be under a Comparison Contract, the pricing structure of the Comparison Contract will be offered to the Customer. If during the term of this contract the Customer becomes aware of or has a concern that its pricing for Customer's aggregate spend with Contractor under this contract is higher than it would be under a Comparison Contract, the Customer may request an aggregate price comparison analysis of this contract against the Comparison Contract.

**5.15 Provision not Applicable**

Section 4.5 of the ITN in PUR 1000 does not apply to this solicitation or resulting contract.

**5.16 Preferred Price**

The Contractor agrees to submit at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 5.14.

**5.17 Contractor Termination for Convenience**

The Contractor, with 12 months advanced written notice to the Department, may terminate their Contract in whole or in part when the Contractor determines in its sole discretion that it is in the Contractor's interest to do so.

**5.18 Third Party Audits and Reporting Requirements**

The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits on this contract. The Contractor shall contract with a third party firm (to be approved by the Department) to conduct a monthly random sampling (a minimum of 570 items per month) of contract items to confirm the accuracy of list price, discount % and net price. Specifically, the third party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third party firm shall provide a monthly report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the monthly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the Contractor's on-line catalog of all items in the random sample that were not in compliance with the contract terms.

The Contractor shall also Contract with a third party firm (to be approved by the Department) to conduct an annual (on each anniversary of the contract effective date) sampling of Customer invoices (a minimum of 600 customer invoices for the 12 month period) to confirm accuracy of list prices and discount %, and that net prices of invoiced items are equal to or less than the contract terms. Specifically, the third party firm will confirm the price charged to the Customer is equal to or less than the contract terms during that time period. The third party firm shall provide an annual report to the Department indicating the Price Accuracy Rate (Price Accuracy Rate = the number of audited items each year where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category) divided by the number of audited items). Also, at a minimum, the annual report will include copies of the invoices in the random sample that were not in compliance with the contract terms.

**5.19 Volume Discounts**

On each anniversary of the contract effective date, the Department will evaluate the total Contractor reported sales for the previous 12 month period. The Department will then review the Contractor's proposed volume discount table submitted in their best and final offer to determine if any additional volume discounts need to be added to their contracted discount percentages for all Product Categories for the next 12 month period. This may include lowering or removing volume discount percentages based on the Contractor's reported sales for the previous 12 month period and the Contractor's proposed volume discount schedule. Updated prices reflecting volume discount changes shall be effective 21 dates after each anniversary of the contract effective date.

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## **SECTION 6.0**

### **TECHNCIAL SPECIFICATIONS**

This section outlines the components required for the Respondents response. This section also identifies the corresponding sections in the MFMP Sourcing Tool identified in parenthesis ().

- 6.1 (1.0) CONTACT INFORMATION**
- 6.2 (2.0) ITN DOCUMENTS AND ATTACHMENTS**
- 6.3 (3.0) TECHNICAL PROPOSAL**
- 6.4 (4.0) PRICE PROPOSALS FOR RESPONDENTS OFFERING STATEWIDE OR REGIONAL  
COVERAGE**
- 6.5 (5.0) ADDENDA**

- 6.1 (1.0) Displays the DMS Contact Person’s Information for the Solicitation
- 6.2 (2.0) Contains Electronic Version of the ITN Document and Attachments
- 6.3 (3.0) Technical Proposal

**6.3.1 (3.1) Qualification Questions - Mandatory Requirements**

Respondents will submit Yes / No answers to each mandatory requirement within the MFMP Sourcing Tool. All of the submitted responses to the qualification questions in the MFMP Sourcing Tool will be reviewed by the Procurement Officer. Respondents must indicate their capability and willingness to meet the following mandatory requirements if awarded the contract. In order to qualify for evaluation for the remaining bid, Respondents must answer “Yes” to the Qualification Questions. **Respondents that answer “No” to any of the mandatory requirements below will not have their remaining Technical or Price proposal scored and will be disqualified to participate in this solicitation.**

Qualification Questions - Mandatory Requirements
<p>Q1. Do you agree to:</p> <ul style="list-style-type: none"> <li>• Provide delivery to all locations within your awarded area within 2 business days for orders placed by 4:00 PM</li> <li>• Agree to F.O.B. Destination Freight Prepaid terms</li> <li>• Agree to not impose delivery charges for orders above \$25.00 for the life of the contract, including extensions (excluding deliveries of Furniture)</li> <li>• Agree to not impose a delivery charge greater than \$40.00 for furniture delivery service. The furniture delivery service includes inside delivery, set-up, and removal of packing debris.</li> <li>• Agree to deliver to Customer’s desktop, or alternate location as specified by the Customer, at no additional cost</li> </ul>
<p>Q2. Do you agree to maintain the following service level agreements measured on a monthly basis:</p> <ul style="list-style-type: none"> <li>• Delivery Timing - Maintain on-time delivery rate of 95% or greater. On-time delivery will be defined as delivery of order within two (2) business days of placement of order. This SLA supersedes Section 4.11 Transportation and Delivery of the General Conditions.</li> <li>• Order Accuracy - Maintain order accuracy rate of 98% or greater. Order Accuracy rate is defined as “the number of items delivered as ordered divided by the total number of items ordered.”</li> <li>• Order Completeness / Fill - Provide order fill rate of 95% or greater. Order Fill rate is defined as a number of items on an order filled completely as ordered divided by to the total number of lines on an order.”</li> <li>• Backorder Fill - Ship backorders within five (5) calendar days of original order, unless special circumstances apply. The following information about the backorder(s) may be requested by the Customer or the Department: item name and product ID, reason for shortage, and plan of action (when delivery may be expected or suggested replacement).</li> <li>• Price Accuracy - Maintain a price accuracy rate of 99.5% or greater. Price Accuracy is defined as the number of audited items each month where the net price (calculated by multiplying the list price by 1 minus the discount % for that product category) is equal to or less than the contract price (calculated by multiplying the list price, outlined in Section 3.2, by 1 minus the discount % for that product category).</li> </ul>
<p>Q3. Do you agree to provide full credit and no restocking fee to Customers on all returns that meet the following conditions:</p> <ul style="list-style-type: none"> <li>• All merchandise is in original packaging and in sellable condition. Original packaging may not have Customer’s writing on them.</li> <li>• Merchandise is returned within 30 days of delivery.</li> </ul>
<p>Q4. Do you agree to forgo charging a restocking fee to Customers if an item is returned due to damage, incorrect product shipped, or Contractor customer service order entry error?</p>
<p>Q5. Do you agree to cap restocking fees for all other reasons (other than those listed in question 3 and 4) to be no greater than 10% of the value of the items needing re-stocking.</p>
<p>Q6. Do you agree to provide the Department’s Contract Manager with monthly Microsoft Excel</p>

Qualification Questions - Mandatory Requirements
<p>compatible reports that include the following metrics for all purchases made on the awarded contract, including monthly, year-to-date, and contract-to-date:</p> <ul style="list-style-type: none"> <li>• On-Time Delivery Rate = Number of orders delivered complete within the 2 business day requirement divided by total number of orders delivered</li> <li>• Order Fill Rate = Number of orders with order fill rate of more than 95% divided by total number of orders</li> <li>• Order Accuracy Rate = Number of orders with order accuracy rate of more than 98% divided by total number of orders</li> <li>• Total Number of Orders Placed = Total Dollar Value of Orders Placed, and Average Value of Orders Placed by Customer.</li> </ul>
Q7. Do you agree to provide a primary account management point of contact for each Customer (NOTE: point of contact individual may support multiple Customers)?
Q8. Do you agree to provide customer service representatives and technical resources by phone (toll-free), fax, and email to handle all orders and mitigate order-related technical issues from 8:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding State of Florida holidays as listed on <a href="http://dms.myflorida.com/human_resource_support/human_resource_management/for_job_applicants?">http://dms.myflorida.com/human_resource_support/human_resource_management/for_job_applicants?</a>
Q9. Do you agree to provide a packing label on the outside of each package shipped that contains the following information at a minimum: Eligible User Entity Name, Delivery Address, Contact Name, and Telephone Number?
Q10. Do you agree to provide a packing slip for all shipments that contains all information on Packing Label specified in question 9 and the following information at a minimum: Line Item Description, Quantity Ordered, Quantity Shipped, Backordered Items, Unit Price and Extension, Number of Parcels, and Purchase Order or Delivery Order Number?
Q11. Do you agree to provide necessary training at no additional costs to all Customers of the awarded contract on all aspects of ordering, product delivery, product returns and customer service processes at the Customer's request?
Q12. Do you agree to not replace any ordered item with an alternate item without the prior consent of the ordering entity (e.g., no forced substitutions) and if the Customer agrees to use a higher-priced item to fill the order, the Customer will be billed at the lower price of the item that was out of stock, not the higher priced item?
Q13. Do you agree to provide a full line catalog with a minimum of 10,000 items that covers the scope of this contract in Section 1.2?
Q14. Do you agree within 30 days of contract award to provide a marketing plan for notifying Customers of the new contract, and to collaborate with the Department throughout the contract to expand use by Eligible Users of the contract?
Q15. Do you agree to provide a punch-out catalog and online ordering portal for State of Florida Customers as outlined in Sections 5.1 and 5.2?

### 6.3.2 (3.2) Evaluation Questions

Respondents will submit their responses to the Evaluative Questions directly into the MFMP Sourcing Tool. Responses will be limited to 4,000 characters (including spacing) per question. In order for the Evaluation Questions to be evaluated, the following instructions shall be adhered to by the Respondent:

- a) The tool limits responses to plain text size and format. The responses cannot be formatted by the Respondent (including bold, italicizing, underlining, and text size)
- b) Do not include organizational brochures or other promotional materials, slides, films, clips, books, videotapes, or CDs, as they are not easily reproduced and are therefore inaccessible to the evaluators.

Evaluation Questions
Q1. Describe the customer service team that will be dedicated to the State of Florida account, including the team structure and how State of Florida users will be able to contact your company for customer service.
Q2. Describe your company's disaster recovery capabilities that minimize the risk of your online ordering system / punch-out site being unavailable, and how your company minimizes the risk of critical user and

### Evaluation Questions

ordering data being permanently lost or sensitive data (e.g., credit card information) disclosed.
Q3. Describe your company's capabilities to support Florida Customers to resume operations after a disaster.
Q4. Indicate how many retail stores (if any) that your company has in the State of Florida. Describe your ability to support Customers with retail stores and how you will honor State of Florida contract prices for Customers that make in-store purchases.
Q5. The State of Florida seeks an efficient process to help users identify items on the contract that are: (1) Lowest Price Items, (2) Core Items, (3) Items containing recycled material, (4) Items eligible to be on the Florida Climate Friendly Products List (See Section 5.13.2 of the ITN for details). How will your company identify Lowest Price, Core, Recycled and Climate Friendly items on your punch-out and online catalogs?
Q6. Explain your company's online reporting capabilities that you will provide State of Florida Customers. Does your company offer online standard and ad hoc reports, including shipping information, purchase order history, total purchases by user / location / entity?
Q7. Explain how your company will support the contract transition process on both the front-end and back-end of the contract.

#### 6.3.3 (3.3) Financial Section - Supplier Qualifier Report (SQR)

The Department requires submission of the Respondent's Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B). The Supplier Qualifier Report is a standard report detailing financial and operational capability.

The Respondent shall request the SQR report from D&B at:

<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>

- i Enter the ITN number in the text field entitled "Enter your ITN Number" and select submit.
- ii Enter your company's Duns Number, If you don't know your company's Duns number, you may use the search feature to find it.
- iii Confirm Registration.
- iv Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
- v Choose the drop-down box to have the report sent to the Department of Management Services.

Once the process is complete, an electronic copy of the SQR report will be submitted as part of the Respondent's response within the MFMP Sourcing Tool. The Respondent is required to keep a copy of the submitted report and submit the copy with their response.

Since the SQR report shall be a part of the Respondent's response, Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process the report.

If a D&B SQR report cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status. The Department may request additional financial information from Respondents including (but not be limited to): P/L Statements, Balance Sheets, and other corporate financial reports.

#### 6.3.4 (3.4) References Section: Attachment A – Reference Check Forms

The Respondent shall submit two (2) Reference Check Forms using Attachment A – Reference Check Form from two (2) different customers who have received office and educational consumables from the Respondent within the past three (3) years. References should be from government and / or educational entities with similar estimated annual purchases as specified in Section 1.2 and 1.3 where the Respondent has provided products and services similar to those outlined in this solicitation. Respondents shall download the forms, have their customers fill out the forms completely, and the Respondents shall upload the completed Reference Check Forms into the MFMP Sourcing Tool.

**6.3.5 (3.5) Required Forms and Additional Information**

The Respondent is required to download forms listed below from the MFMP Sourcing Tool, fill them out and submit the forms with their response. Respondents are encouraged to add their company name to the name of the file before uploading the final forms to the MFMP Sourcing Tool. If the Respondent does not submit these forms as part of the response, they may be deemed non-responsive. The required forms to be submitted include:

**(3.5.1) Attachment B - Certification of Drug Free Workplace Program Form**

**(3.5.2) Attachment C - Department of State Registration Form / Authority to Do Business in the State of Florida**

**(3.5.3) Attachment D - Ordering Instructions**

**(3.5.4) Respondent’s Proposed Catalog With List Prices**

Respondents are also required to submit with their response an electronic copy of their complete product list that they intend to provide Customers under the awarded contract. This product list will not be used in the evaluation of the Respondents’ Proposal. This price list will serve as the Contractor’s catalog and list prices for the first year of the awarded contract. The product list must include Quarter 1 2010 S.P. Richards’ list price for products. Where there is no S.P. Richards’ list price available, the product manufacturer’s MSRP shall be listed. If the item is a generic item (e.g., private label), then the Respondent is considered the product manufacturer and their established, reasonable list price shall be listed. At minimum Respondents should include the following fields in the submitted report: Product Category per the Departments categories outlined in Section 1.2, Item Description, Item Manufacturer, Item Manufacturer Number, Unit of Measure, UPC, Quarter 1 2010 List Price.

**6.4 (4.0) Price Proposal for Respondents Offering Regional or Statewide Coverage**

**6.4.1 Respondents Offering Statewide Coverage (Attachment E – Statewide Pricing Proposal Tool)**

Respondents offering statewide coverage shall submit their Price Proposal using Attachment E – Statewide Pricing Proposal Tool in the MFMP Sourcing Tool as instructed in this solicitation. Each Price Proposal will be composed of four components: Core Item Pricing, Non-Core Item Pricing, Generic Core Item Pricing, and Generic Non-Core Item Pricing. The Respondents shall also fill out the required worksheets “Audit Costs” and “Volume Discounts”. These two worksheets will not be scored in the evaluation of the Price Proposal but Respondents are to complete these worksheets in order to be deemed responsive. The Price Proposals will not be opened until the Respondents’ Technical Proposals have been scored.

For all Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items, there shall be no Gross Profit Floors or Cost Floors allowed. The final proposed Product Category discount % accepted by the Department will be applied to the List Price of items within the Product Category to determine final cost to Customers during the life of the contract.

Using historical spend data, the Department categorized the items purchased in 2009 into these four components. The table below represents the estimated value of items purchased within each component.

	Core Item	Non-Core Item
Name-Branded Item	37%	45%
Generic Item	10%	8%
<b>Totals</b>	<b>47%</b>	<b>53%</b>

The four components, Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items are defined below.

Core Items:

The Core Items are products that represent approximately 37% of the current contract's annual spend on Office and Educational Consumables. The following information is provided for all items: Item Index Number, Product Category, Product Sub-Category, S.P. Richards Part Number, Item Description (with link to S.P. Richards' website for more details), Item Unit of Measure, Estimated Annual Usage, and Quarter 1 2010 S.P. Richards' List Price.

Non-Core Items:

The Non-Core Items represent approximately 45% of the current contract’s annual spend on Office and Educational Consumables. Due to the relatively low volume of each of these numerous individual products, no specific item information is provided.

Generic Core Items:

The Generic Core Items (private label products) represent approximately 10% of the current annual spend on Office and Educational Consumables. The following information is provided for all Generic Core Items: Item Index Number, Product Category, Product Sub-Category, and Item Description (with link to Office Depot website for more details on current generic products where available), Item Unit of Measure, and Estimated Annual Usage.

Generic Non-Core Items:

The Generic Non-Core (private label products) represents approximately 8% of the current annual spend on Office and Educational Consumables. Due to the relatively low volume of the numerous Generic Non-Core Items, no specific information is provided.

The Department has divided historical items purchased into seven Product Categories as outlined in Section 1.2. The table below outlines how the Product Categories fall into the four pricing components.

<b>Product Category</b>	<b>Core Items</b>	<b>Non-Core Items</b>	<b>Generic Core Items</b>	<b>Generic Non-Core Items</b>
Consumables	Yes	Yes	Yes	Yes
Paper	No	Yes	Yes	Yes
Toner – HP	Yes	Yes	No	No
Toner – Non-HP	Yes	Yes	No	No
Toner - Remanufactured	No	Yes	Yes	Yes
IT Peripherals	Yes	Yes	Yes	Yes
Equipment	Yes	Yes	Yes	Yes

An overview of each worksheet in Attachment E – Statewide Pricing Tool is outlined below:

1<sup>st</sup> Tab - Instructions

Detailed instructions on how to use the Pricing Proposal Tool are contained on the first worksheet called Instructions.

2<sup>nd</sup> Tab – A - Core Items Pricing

For the items contained in the A - Core Items worksheet, Respondents shall submit discounts off of Quarter 1 2010 S.P. Richards’ List Price by provided Product Category. The Proposed Unit Net Price for each item will remain fixed for the first year of the contract. Discounts must be submitted for every Product Category in order for a Respondent’s Price Proposal submission to be deemed responsive. The proposed discounts off of S.P. Richards List Price will remain fixed for the length of the contract, and for the duration of any extensions.

3<sup>rd</sup> Tab B- Non-Core Items Pricing

Respondents shall submit a proposed percentage discount from the Estimated Annual Extended List Price by provided Product Category to be applied to the remaining non-generic items that are in the scope of this solicitation that the Respondent intends to provide Eligible Users. This discount will remain fixed for the entire life of the contract, including any extensions. Discounts must be submitted for every Product Category in order for a Respondent’s Price Proposal submission to be deemed responsive.

#### 4<sup>th</sup> Tab C- Generic Core Items Pricing

For every item contained in the Generic Core Items worksheet, Respondents shall submit proposed products that are equal to or higher quality than the items listed and are the same unit of measure as the listed item. For the Generic Core Items that are from the current contract, a link to the Contractor's website with more detailed product description and specifications is provided by clicking on the Item Description in blue text. For generic paper product category items, the basic product specifications are contained in the Item Description field.

The following information shall be submitted by Respondents for every Generic Core Item listed: Proposed Item Manufacturer Name, Proposed Item Manufacturer Part Number, Proposed Item UPC, Proposed Item Unit of Measure, and Proposed Item Unit List Price. Respondents shall also submit a proposed percentage discount from the List Price by provided Product Category to be applied to the listed Generic Items proposed in the Generic Core Items worksheet.

The proposed Generic Core Item Category discount percentages will apply to all generic items that are in the scope of this solicitation that the Respondent intends to provide Eligible Users. Discounts must be submitted for every Product Category in order for a Respondent's Price Proposal submission to be deemed responsive. The proposed discounts off of List Price will remain fixed for the length of the contract, and the duration of any extensions.

#### 5<sup>th</sup> Tab D - Generic Non-Core Items Pricing

The same Product Category discount percentages proposed for Generic Core Items will be applied to the Estimated Annual Extended List Price for Generic Non-Core items. This discount will remain fixed for the entire life of the contract, including any extensions. Discounts must be submitted for every Product Category in order for a Respondent's Price Proposal submission to be deemed responsive.

#### 6<sup>th</sup> Tab Total Price Proposal #1

This sheet will indicate the sum of the Total Extended Net Price subtotals from A - Core Items, B - Non-Core Items, C - Generic Core Items, and D - Generic Non-Core Items. Be sure that the cells D8 through D12 are shaded green. If any of these cells are shaded red, you will need to go to the applicable worksheet and make sure you have entered required information in all yellow-shaded cells. The amount in cell B13 is your Total Price Proposal #1.

#### 7<sup>th</sup> Tab Total Price Proposal #2

Respondents will fill in the % discount off list price by product category that you propose if the Department chooses to award to multiple Respondents. The % discounts in this table are applied to the Total Estimated Extended List Price. Be sure that there are no cells marked "Missing Data". If any of these cells F10 through F21 and F23 through F28 are shaded red, you will need to make sure you have entered required information in all yellow-shaded cells. The amount in cell E29 is your Total Price Proposal #2.

#### 8<sup>th</sup> Tab Audit Costs

The Department is interested in determining Respondent's cost for implementing external auditing on this contract. The Department requires Respondents to provide a value estimating the Respondent's cost to obtain these 3rd party auditing services if awarded the contract. This section will not be scored and it is for information purposes only. The Department requests Respondents to provide pricing on Price Proposal #1 and Price Proposal #2 exclusive of the audit option. If the Department chooses to incorporate the auditing services as described, it will be discussed with Respondents during negotiations and Respondents will have the opportunity to refine their pricing before the Best and Final Offers are due. Entry of the amount in the table is required for a Respondent's Price Proposal to be considered responsive.

9<sup>th</sup> Tab Volume Discounts

Respondents shall propose any additional discount % you will provide all Eligible Users when total annual spend of all Eligible Users on the contract exceeds the listed amounts in cells A8 through A21. Discount amounts entered in this table would be added to all current product category discounts for Core Items, Non-Core Items, and Generic Items for balance of contract period, including any extensions. Entry of discount amounts in the table is required for a Respondent's Price Proposal to be considered responsive. If Respondents are not willing to offer additional discounts, their response should reflect 0% in the required cells.

**6.4.2 Respondents Offering Regional Coverage (Attachment F – Regional Pricing Proposal Tool)**

Respondents shall submit a Price Proposal composed of four components: Core Item Pricing, Non-Core Item Pricing, Generic Core Item Pricing, and Generic Non-Core Item Pricing as specified in Attachment F – Regional Pricing Proposal Tool. The Price Proposals will not be opened until the Technical proposals have been scored. Respondents shall use Attachment F – Regional Pricing Proposal Tool to submit their Price Proposal in the MFMP Sourcing Tool as instructed in this solicitation. Respondents able to cover all Regions shall submit their proposal using Attachment E – Statewide Pricing Proposal Tool. The four components, Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items, are defined below.

For all Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items, there shall be no Gross Profit Floors or Cost Floors allowed. The final proposed Product Category discount % accepted by the Department will be applied to the List Price of items within the Product Category to determine final cost to Customers during the life of the contract.

Using historical spend data, the Department categorized the items purchased in 2009 into these four components. The table below represents the estimated value of items purchased within each component.

Respondents offering regional coverage will be limited to delivering to Customers with ship-to addresses in the region(s) proposed.

	Core Item	Non-Core Item
Name-Branded Item	37%	45%
Generic Item	10%	8%
<b>Totals</b>	<b>47%</b>	<b>53%</b>

The four components, Core Items, Non-Core Items, Generic Core Items, and Generic Non-Core Items are defined below.

Core Items:

The Core Items are products that represent approximately 37% of the current contract's annual spend on Office and Educational Consumables. The following information is provided for all items: Item Index Number, Product Category, Product Sub-Category, S.P. Richards Part Number, Item Description (with link to S.P. Richards' website for more details), Item Unit of Measure, Estimated Annual Usage, and Quarter 1 2010 S.P. Richards' List Price.

Non-Core Items:

The Non-Core Items represent approximately 45% of the current contract's annual spend on Office and Educational Consumables. Due to the relatively low volume of each of these numerous individual products, no specific item information is provided.

Generic Core Items:

The Generic Core Items (private label products) represent approximately 10% of the current annual spend on Office and Educational Consumables. The following information is provided for all Generic Core Items: Item Index Number, Product Category, Product Sub-Category, and Item

Description (with link to Office Depot website for more details on current generic products where available), Item Unit of Measure, and Estimated Annual Usage.

Generic Non-Core Items:

The Generic Non-Core (private label products) represents approximately 8% of the current annual spend on Office and Educational Consumables. Due to the relatively low volume of the numerous Generic Non-Core Items, no specific information is provided.

The Department has divided historical items purchased into seven Product Categories as outlined in Section 1.2. The table below outlines how the Product Categories fall into the four pricing components.

<b>Product Category</b>	<b>Core Items</b>	<b>Non-Core Items</b>	<b>Generic Core Items</b>	<b>Generic Non-Core Items</b>
Consumables	Yes	Yes	Yes	Yes
Paper	No	Yes	Yes	Yes
Toner – HP	Yes	Yes	No	No
Toner – Non-HP	Yes	Yes	No	No
Toner - Remanufactured	No	Yes	Yes	Yes
IT Peripherals	Yes	Yes	Yes	Yes
Equipment	Yes	Yes	Yes	Yes

An overview of worksheets in Attachment F – Regional Pricing Tool is outlined below:

1<sup>st</sup> Tab - Instructions

Detailed instructions on how to use the Pricing Proposal Tool are contained on the first worksheet called Instructions.

2<sup>nd</sup> Tab – Regions

This spreadsheet requires you to indicate which regions you are submitting a Price Proposal for by placing a Yes next to the applicable region(s). Refer to the map and table at the bottom of this worksheet to see which counties are included in each region. Respondents shall provide coverage for all areas in a region that they submit in this Price Proposal. Respondents able to cover all Regions shall submit their proposal using Attachment E – Statewide Pricing Proposal Tool.

3<sup>rd</sup> Tab A - Core Items Pricing

For the items contained in the A - Core Items worksheet, Respondents shall submit discounts off of Quarter 1 2010 S.P. Richards’ List Price by provided Product Category. The Proposed Unit Net Price for each item will remain fixed for the first year of the contract. Discounts must be submitted for every Product Category in order for a Respondent’s Price Proposal submission to be deemed responsive. The proposed discounts off of S.P. Richards List Price will remain fixed for the length of the contract, and for the duration of any extensions

4<sup>th</sup> Tab B - Non-Core Items Pricing

Respondents shall submit a proposed percentage discount from the Estimated Annual Extended List Price by provided Product Category to be applied to the remaining non-generic items that are in the scope of this solicitation that the Respondent intends to provide Eligible Users. This discount will remain fixed for the entire life of the contract, including any extensions. Discounts must be submitted for every Product Category in order for a Respondent’s Price Proposal submission to be deemed responsive.

5<sup>th</sup> Tab C - Generic Core Items Pricing

For every item contained in the Generic Core Items worksheet, Respondents shall submit proposed products that are equal to or higher quality than the items listed and are the same unit of measure as the listed item. For the Generic Core Items that are from the current contract, a link to the Contractor's website with more detailed product description and specifications is provided by clicking on the Item Description in blue text. For generic paper product category items, the basic product specifications are contained in the Item Description field.

The following information shall be submitted by Respondents for every Generic Core Item listed: Proposed Item Manufacturer Name, Proposed Item Manufacturer Part Number, Proposed Item UPC, Proposed Item Unit of Measure, and Proposed Item Unit List Price. Respondents shall also submit a proposed percentage discount from the List Price by provided Product Category to be applied to the listed Generic Items proposed in the Generic Core Items worksheet.

The proposed Generic Core Item Category discount percentages will apply to all generic items that are in the scope of this solicitation that the Respondent intends to provide Eligible Users. Discounts must be submitted for every Product Category in order for a Respondent's Price Proposal submission to be deemed responsive. The proposed discounts off of List Price will remain fixed for the length of the contract, and the duration of any extensions.

#### 6<sup>th</sup> Tab D - Generic Non-Core Items Pricing

The same Product Category discount percentages proposed for Generic Core Items will be applied to the Estimated Annual Extended List Price for Generic Non-Core items. This discount will remain fixed for the entire life of the contract, including any extensions. Discounts must be submitted for every Product Category in order for a Respondent's Price Proposal submission to be deemed responsive.

#### 7<sup>th</sup> Tab Total Price Proposal

This sheet will indicate the sum of the Total Extended Net Price subtotals from A - Core Items, B - Non-Core Items, C - Generic Core Items, and D - Generic Non-Core Items. Be sure that the cells D8 through D12 are shaded green. If any of these cells are shaded red, you will need to go to the applicable worksheet and make sure you have entered required information in all yellow-shaded cells. The amount in cell B13 is your Total Price Proposal.

#### 8<sup>th</sup> Tab Audit Costs

The Department is interested in determining Respondent's cost for implementing external auditing on this contract. The Department requires Respondents to provide a value estimating the Respondent's cost to obtain these 3rd party auditing services if awarded the contract. This section will not be scored and it is for information purposes only. The Department requests Respondents to provide pricing on Price Proposal #1 and Price Proposal #2 exclusive of the audit option. If the Department chooses to incorporate the auditing services as described, it will be discussed with Respondents during negotiations and Respondents will have the opportunity to refine their pricing before the Best and Final Offers are due. Entry of the amount in the table is required for a Respondent's Price Proposal to be considered responsive.

#### 9<sup>th</sup> Tab Volume Discounts

Respondents shall propose any additional discount % you will provide all Eligible Users when total annual spend of all Eligible Users on the contract exceeds the listed amounts in cells A8 through A21. Discount amounts entered in this table would be added to all current product category discounts for Core Items, Non-Core Items, and Generic Items for balance of contract period, including any extensions. Entry of discount amounts in the table is required for a Respondent's Price Proposal to be considered responsive. If Respondents are not willing to offer additional discounts, their response should reflect 0% in the required cells.

**6.5 (5.0) Notice, Addenda and Amendments**

If Addenda are issued for the ITN, they will be contained within this section of the MFMP Sourcing Tool.

## **SECTION 7.0**

### **EVALUATION AND SELECTION**

**7.1 TECHNICAL PROPOSAL**

**7.2 PRICE PROPOSAL**

**7.3 NEGOTIATIONS**

## 7.1 The Technical Proposal

The Technical Proposal consists of qualification questions, financial, reference, and evaluative questions. The Technical Proposal is worth 400 points of the overall 1000 points. All Respondents' Technical Proposals will be opened and scored before the Respondents' Price Proposals are opened. Only Respondents scoring 280 points or more on their Technical Proposals will have their Price Proposals scored.

### 7.1.1 Qualification Questions – Mandatory Requirements

All of the submitted responses to the qualification questions in the MFMP Sourcing Tool will be reviewed by the Procurement Officer. Respondents must indicate their capability and willingness to meet the following mandatory requirements if awarded the contract. In order to qualify for evaluation for the remaining bid, Respondents must answer "Yes" to each of the Qualification Questions. **Respondents that answer "No" to any of the mandatory requirements will not have their remaining Technical Proposal or Price Proposal scored and will be disqualified to participate further in this solicitation.**

### 7.1.2 Evaluation Questions

This section is worth 250 points in the Technical Proposal. Each Question will be assigned points based evaluation criteria outlined below:

Evaluation Questions
Q1. Describe the customer service team that will be dedicated to the State of Florida account, including the team structure and how State of Florida users will be able to contact your company for customer service. <b>Maximum 40 Points</b>
0 - No dedicated customer service structure, or no response. 10 - Poorly defined customer service structure / process (e.g., no designated team lead, or designated team lead with less than 2 years experience managing large customer accounts) 20 - Well defined, standard customer service structure / process (e.g., designated team lead with 2-5 years experience managing large customer accounts, easy process for customers to contact customer service) 30 - Well defined, Florida specific customer service structure / process (e.g., designated team lead has 5+ years experience managing large customer accounts, dedicated pool of customer services representatives that are trained specifically to handle State customer inquiries, established continuous improvement program that includes conducting customer surveys, and easy process for customers to get self-help via website and / or contact customer service) 40 - Exceptionally well defined, Florida specific customer service structure / process (e.g., designated team lead has 5+ years experience managing large customer accounts, dedicated pool of customer services representatives that are trained specifically to handle State customer inquiries, established continuous improvement program that includes conducting customer surveys, easy process for customers to get self-help via website and / or contact customer service, and offers additional capabilities to provide strong service to State of Florida customers)
Q2. Describe your company's disaster recovery capabilities that minimize the risk of your online ordering system / punch-out site being unavailable, and how your company minimizes the risk of critical user and ordering data being permanently lost or sensitive data (e.g., credit card information) disclosed. <b>Maximum 30 Points</b>
0 - No disaster recovery or data security capabilities, or no response 10 - Poorly defined disaster recovery and data security capabilities and process 20 - Well defined standard disaster recovery and data security capabilities and process 30 - Well defined Florida-specific disaster recovery and data security capabilities and process that provide strong solution to minimize system unavailability and loss / theft of critical data
Q3. Describe your company's capabilities to support Florida customers to resume operations after a disaster. <b>Maximum 30 Points</b>

**Evaluation Questions**

0 - No post-disaster support capabilities, or no response  
 10 - Poorly defined post-disaster support capabilities and process  
 20 - Well defined standard post-disaster support capabilities and process  
 30 - Well defined Florida-specific post-disaster support capabilities and process that will enable government and educational entities' to procure office and educational consumables they need to resume operations after a disaster

**Q4. Indicate how many retail stores (if any) that your company has in the State of Florida. Describe your ability to support customers with retail stores and how you will honor State of Florida contract prices for customers that make in-store purchases. Maximum 30 Points**

0 - Has no retail stores in Florida, or no response  
 5 - Has less than 10 retail stores in Florida and does not have the ability to provide customers with contract pricing in stores  
 10 - Has more than 10 retail stores in Florida, but does not have the ability to provide customers with contract pricing in stores  
 20 - Has less than 10 retail stores in Florida and has the ability to provide customers with contract pricing in stores  
 30 - Has more than 10 retail stores in Florida and has the ability to provide customers with the lower of contract pricing or retail pricing in stores

**Q5. The State of Florida seeks an efficient process to help users identify items on the contract that are: (1) Lowest Price Items, (2) Core Items, (3) Items containing recycled material, (4) Items eligible to be on the Florida Climate Friendly Products List (See Section 5.13.2 of the ITN for details). How will your company identify Lowest Price, Core, Recycled and Climate Friendly items on your punch-out and online catalogs? Maximum 50 Points**

0 - No capability to identify any of these requested functions on their punch-out and online catalogs, or no response  
 10 - Only able to provide one of the requested functions on both their punch-out site and online catalogs  
 20 - Able to provide two of the requested functions on both their punch-out site and online catalogs  
 30 - Able to provide three of the requested functions on both their punch-out site and online catalogs  
 40 - Able to provide all of the requested functions on both their punch-out site and online catalogs  
 50 - Able to provide all of the requested functions on both their punch-out site and online catalogs, and provides additional capabilities that will help Eligible Users identify high value, environmentally friendly products

**Q6. Explain your company's online reporting capabilities that you will provide State of Florida Customers. Does your company offer online standard and ad hoc reports, including shipping information, purchase order history, total purchases by user / location / entity? Maximum 40 Points**

0 - No online reporting capabilities or no response  
 10 - Very limited online reporting capabilities relative to other qualified responses  
 20 - Ability to provide requested standard online reports (e.g., shipping information, purchase order history, total purchases by user / location / entity)  
 30 - Ability to provide requested standard online reports and offers additional reporting capabilities that will provide some benefit the Department and Eligible Users  
 40 - Ability to provide requested standard online reports and offers additional reporting capabilities that will exceptional benefit the Department and Eligible Users

**Q7. Explain how your company will support the contract transition process on both the front-end and back-end of the contract. Maximum 30 Points**

0 - Not willing to support contract transition or no response  
 5 - Provides unclear / or only general approach to supporting contract transition  
 10 - Provides clearly defined standard approach to supporting contract transition(e.g., submits a detailed standard contract transition plan that includes key activities, primary owner, estimated start and end dates, major deliverables, etc. Response does not provide insights to how they will support end-of-contract transition)  
 20 - Provides very detailed, standard approach to supporting both front-end and back-end contract transition (e.g., includes standard work plan, lessons learned from previous implementations, critical success factors, and key implementation related roles on both the vendor and state side, with responsibilities. Regarding end of contract transition provides standard plan on how they will support transitioning business to a new vendor, including providing listing of current user account information in

## Evaluation Questions

electronic format to the State, etc.)  
 30 - Provides extremely detailed, Florida-specific approach to supporting both front-end and back-end contract transition (e.g., includes standard workplan, lessons learned from previous implementations, critical success factors, and key implementation related roles on both the vendor and state side, with responsibilities. Regarding end of contract transition, provides Florida-specific plan on how they will support transitioning business to a new vendor, including providing listing of current user account information in electronic format to the State, etc.)

### 7.1.3 Financial Section - Supplier Qualifier Report (SQR)

The Financial Section is worth 100 points of the Technical Proposal. If the Respondent does not provide a D&B SQR report, or if one cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status. The Department will use the following rating scale when evaluating the financial viability of the prospective Contractor:

SQR Risk Score	Points Assigned
8 – 9	0
7	20
6	40
5	60
4	80
1 – 3	100

### 7.1.4 References Section:

The References Section is worth 50 points of the Technical Proposal. The Respondent shall submit two (2) Reference Check Forms using Attachment A – Reference Check Form from two (2) different businesses who have received office and educational consumables from the Respondent within the past three (3) years. Each form will be worth a total of 25 points. References should be from government and / or educational entities with similar estimated annual purchases where the Respondent has provided products and services similar to those outlined in this solicitation. Each Reference Check Form will be scored by the Department in accordance with the ratings received by the Respondent’s selected references and in accordance with the following scale:

Reference Check Outcome	Points Assigned
Failure to a submit Reference Check Form	0
0.01-1.99 Poor	5
2.00-2.99 Fair	10
3.00-3.99 Adequate	15
4.00-4.49 Very Good	20
4.50-5.00 Excellent	25

Any missing ratings, missing forms, or illegible information will result in zero (0) points assigned for the missing or illegible item. Each Respondent’s References Score is determined by calculating the average of ratings from all Reference Forms. The Department may contact references and verify information.

### 7.1.5 Required Forms and Additional Information

The Respondent is required to submit the forms listed below with their response. If the Respondent does not submit these forms as part of the response they will be deemed unresponsive. The Required Forms and additional information to be submitted include:

- Attachment B - Certification of Drug Free Workplace Program Form

- Attachment C - Department of State Registration Form / Authority to Do Business in the State of Florida
- Attachment D - Ordering Instructions
- Respondent's Proposed Catalog With List Prices

## 7.2 The Price Proposal

The Price Proposal is worth 600 points out of the overall 1000 points. Only Respondents scoring 280 points or more on the Technical Proposal will have their Price Proposals scored. The Price Proposals will not be opened until the Technical proposals have been scored. Respondents offering statewide coverage shall use Attachment E – Statewide Pricing Proposal Tool and Respondents offering regional coverage shall use Attachment F – Regional Pricing Proposal Tool to submit their Price Proposals in the MFMP Sourcing Tool as instructed in this solicitation.

**Respondents Offering Statewide Coverage:** The Department requires Respondents offering statewide coverage to submit Price Proposals on Attachment E- Statewide Price Proposal Tool. Respondents must fill out all the tabs on the attachment. Respondents shall use the tab titled “Price Proposal #1” to reflect their price if the Department chooses to award the contract to a single Respondent. Respondents shall use the tab titled “Price Proposal #2” to reflect their price if the Department chooses to award the contract to multiple Respondents. Respondents are required to complete both Price Proposals.

**Price Proposal #1** The Respondent with the lowest responsive Price Proposal#1 shall receive the maximum 600 points. All other qualified Respondents' final Price Proposals that are deemed responsive by the Department shall receive a prorated amount of the maximum 600 points. Remaining Respondents' points shall be calculated by determining the percentage difference between the lowest Respondent's Price Proposal and the remaining Respondents' Price Proposals. The percentage difference shall be deducted from 100% and multiplied by 600 to determine the number of points that each remaining Respondent shall receive.

**Price Proposal #2** The Respondent with the lowest responsive Price Proposal#2 shall receive the maximum 600 points. All other qualified Respondents' final Price Proposals that are deemed responsive by the Department shall receive a prorated amount of the maximum 600 points. Remaining Respondents' points shall be calculated by determining the percentage difference between the lowest Respondent's Price Proposal and the remaining Respondents' Price Proposals. The percentage difference shall be deducted from 100% and multiplied by 600 to determine the number of points that each remaining Respondent shall receive.

### Price Proposal Scoring Example (applies to Price Proposal#1 and Price Proposal #2)

#### Assumptions:

Lowest Respondent's final validated Price Proposal:	\$19,000,000
Respondent 2 final validated Price Proposal:	\$22,000,000

#### Calculations:

1. Determine percent difference between Respondent 2 and Respondent 1:  $(\text{Respondent 2 Price Proposal} - \text{Respondent 1 Price Proposal}) / \text{Respondent 1 Price Proposal} = (\$22,000,000 - \$19,000,000) / \$19,000,000 = 15.79\%$
2. Determine Prorated Points for Respondent 2:  $100\% - 15.79\% = 84.21\%$ .  
Calculate Points for Respondent 2:  $84.21\% \times 600 = 505.26$  points

**Respondents Offering Only Regional Coverage:** Only Respondents scoring 280 points or more on the Technical Proposal will have their Price Proposals scored. The Department requires Respondents offering regional coverage to submit a Price Proposal on Attachment F- Regional Price Proposal Tool. Respondents must fill out all the tabs on the attachment and indicate what regions they propose to cover. If the Respondent is able to cover all four (4) regions in the state, the respondent must submit Price proposals using the Attachment E – Statewide Pricing Proposal.

The Respondent with the lowest responsive Price Proposal in each region (Regions 1, 2, 3 and 4) shall receive the maximum 600 points. All other qualified Respondents' final Price Proposals in each region that are deemed responsive by the Department shall receive a prorated amount of the maximum 600 points. Remaining Respondents' points shall be calculated by determining the percentage difference between the lowest Respondent's Price Proposal and the remaining Respondents' Price Proposals. The percentage difference shall be deducted from 100% and multiplied by 600 to determine the number of points that each remaining Respondent shall receive.

#### Price Proposal Scoring Example for Regions 1, 2, 3, and 4

##### Assumptions:

Lowest Respondent's final validated Price Proposal:	\$19,000,000
Respondent 2 final validated Price Proposal:	\$22,000,000

##### Calculations:

1. Determine percent difference between Respondent 2 and Respondent 1:  $(\text{Respondent 2 Price Proposal} - \text{Respondent 1 Price Proposal}) / \text{Respondent 1 Price Proposal} = (\$22,000,000 - \$19,000,000) / \$19,000,000 = 15.79\%$
2. Determine Prorated Points for Respondent 2:  $100\% - 15.79\% = 84.21\%$ .  
Calculate Points for Respondent 2:  $84.21\% \times 600 = 505.26$  points

### **7.3 Negotiations**

The Department intends to have discussions with up to the top three highest scoring Respondents under each award option to discuss their Technical and Price Proposals. The Department reserves the right to conduct negotiations with more or less than three Respondents if it is deemed in the best interest of the State. Discussions will focus on identifying potential opportunities for improvement of value delivered to the State. Respondents will be provided with the opportunity to submit best and final Technical and Price Proposals. The Department will then evaluate resubmitted Price Proposals to determine the award decision. The Department reserves the right to finalize the negotiations at any point and post an "Intent to Award" notice.

**Respondents Offering Statewide Coverage:** After analysis and ranking of Respondents under both Score A and Score B as outlined in Section 3.1.2. The Department reserves the right to negotiate, either serially or concurrently, with the top three scoring Respondents providing statewide coverage under Score A - Single Award and the top three offering statewide under Score B - Multiple Award.

**Respondents Offering Only Regional Coverage:** After analysis and ranking of Respondents under the each of the 4 Region Scores, the Department intends to negotiate with only the top scoring Respondent in each region.

## **Section 8.0**

### **Attachments**

#### **8.1 Attachment A - Reference Check Form**

#### **8.2 Attachment B - Certification of Drug-Free Workplace Program**

#### **8.3 Attachment C - Authority to Do Business in the State of Florida**

#### **8.4 Attachment D - Ordering Instructions**

#### **8.5 Attachment E – Statewide Pricing Proposal Tool**

1<sup>st</sup> Tab “Instructions” on Completing Pricing Proposals Sheets

2<sup>nd</sup> Tab “A-Core Items” – must be filled out

3<sup>rd</sup> Tab “B-Non-Core” – must be filled out

4<sup>th</sup> Tab “C-Generic Core Items” – must be filled out

5<sup>th</sup> Tab “D-Generic Non-Core Items” - must be filled out - Will automatically be populated by tab D

6<sup>th</sup> Tab “Total Price Proposal #1” - must be filled out - Will automatically be populated by tabs “A-Core Items”, “B-Non-Core”, “C-Generic Core Items”, and “D-Generic Non-Core Items”

7<sup>th</sup> Tab “Total Price Proposal #2” – must be filled out

8<sup>th</sup> Tab “Audit Costs” – must be filled out

9<sup>th</sup> Tab “Volume Discounts” – must be filled out

#### **8.6 Attachment F – Regional Pricing Proposal Tool**

1<sup>st</sup> Tab “Instructions” on Completing Pricing Proposal Sheets

2<sup>nd</sup> Tab “Regions” – must be filled out

3<sup>rd</sup> Tab “A-Core Items” – must be filled out

4<sup>th</sup> Tab “B-Non-Core” – must be filled out

5<sup>th</sup> Tab “C-Generic Core Items” – must be filled out

6<sup>th</sup> Tab “D-Generic Non-Core Items” - must be filled out - Will automatically be populated by tab D

7<sup>th</sup> Tab “Total Price Proposal” – must be filled out - Will automatically be populated by tabs “A-Core Items”, “B-Non-Core”, “C-Generic Core Items”, and “D-Generic Non-Core Items”

8<sup>th</sup> Tab “Audit Costs” – must be filled out

9<sup>th</sup> Tab “Volume Discounts” – must be filled out

#### **8.7 Attachment G - Quarterly Report Form**

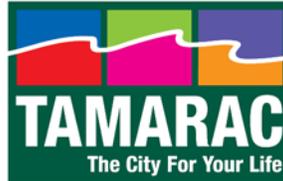
1<sup>st</sup> Tab “Instructions”

2<sup>nd</sup> Tab “Contract Quarterly Report”

3<sup>rd</sup> Tab “CBE Spend Report”

4<sup>th</sup> Tab “CBE Codes”

**PURCHASING AND  
CONTRACTS DIVISION**



**Date Issued: September 30, 2010**

**REQUEST FOR INFORMATION – 11-051  
OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING  
COOPERATIVE**

**Due Date: October 20, 2010 @ 3:00 P.M.**

**ALL QUALIFIED FIRMS:**

The City of Tamarac is currently interested in obtaining information regarding the furnishing of Office Supplies to the Southeast Florida Governmental Purchasing Cooperative (Co-op). The Co-op is comprised of approximately 43 governmental entities in the Southeast Florida area, including representatives from Broward, Miami-Dade and Palm Beach Counties.

The purpose of this request is to obtain information regarding the pricing, terms, conditions and capabilities of firms that provide office supplies. The City is aware that there are a number of consortium agreements and/or governmental agreements that permit governmental entities to purchase office supply needs without the need to issue a formal solicitation, and as such, we are requesting information regarding any such program that your firm currently has in place. We will also review pricing and capabilities of firms that do not currently have such agreements in place. The information gathered will be used by the City in determining the best method for final source selection.

We have also provided a questionnaire regarding specific requirements for members of the Co-op, and we ask that you submit your response to this request including all of your pricing and questionnaire responses either by mail or hand delivery, **on or before the date and time referenced above**. Any submittals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Official time will be measured by the time stamp in the Purchasing Office.

Request for Information documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM  
Purchasing and Contracts Manager

**Advertise in Sun Sentinel: Sunday October 10, 2010 and Sunday October 17, 2010**

*"Committed to Excellence... Always."*

**TAMARAC.ORG**

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### Cooperative Purchasing:

The Request for Information represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

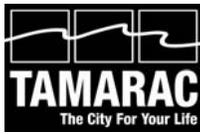
For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

#### Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

**“WORKING TOGETHER TO REDUCE COSTS”**



## I. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

### ***Our Vision and Mission***

*Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

*Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that*

*Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results, and  
Makes a Difference*

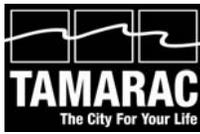
*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.*

*Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.*

*Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.*

### **1. REQUEST FOR INFORMATION**

The City of Tamarac, on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op), is seeking information regarding the capabilities of firms who may be interested in supplying general office supplies to the Co-op. The Co-op recognizes that many office supply vendors currently have existing agreements with other governmental units, and in some cases, may have a term agreement through a national cooperative group that has utilized a formal solicitation process. The Co-op is interested in obtaining information from qualified suppliers of office supply items regarding the capabilities of their firm, as well as information and service capabilities of the firm, including representative pricing for items currently used by Co-op members. Additionally, firms that do not currently



have a consortium / governmental agreement may submit information as well. The City reserves the right to make a direct award to a firm providing consortium / governmental agreement pricing, or to issue a separate, formal solicitation document.

This Request for Information provides a synopsis of mandatory and desirable capabilities of office supply firms to be used for comparison purposes. Respondents shall address their ability to address each individual area identified herein.

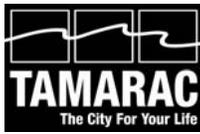
## **2. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

The following is a summary of documents required to be submitted for this proposal. Failure to include a the requested information, or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

- 2.1 Pricing Matrix for High use items based on firm's current consortium pricing.
- 2.2 Percentage discount off of all other vendor catalog pricing. (See "Proposal Form" herein)
- 2.3 Questionnaire complete with all responses

## **3. SUBMISSION OF RESPONSES**

- 3.1. Responses must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 3.2. All responses shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 3.3. Responses must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 3.4. In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 3.5. All responses received will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 3.6. The Respondent preparing a submittal in response to this Request for Information shall bear all expenses associated with its preparation. The



Respondent shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

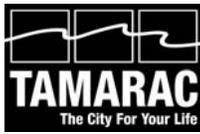
**4. DELIVERIES**

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is mandatory for operational purposes, and that delivery is not received, the City reserves the right to cancel the delivery, the order(s) or any part thereof, without obligation if delivery is not made at the time required.

**5. DISCUSSIONS & PRESENTATIONS**

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

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## II. REQUIREMENTS – RFI #11-05I

### 1. SERVICES AVAILABLE

The Respondent shall provide a synopsis of the contract program that will be made available to members of the Southeast Florida Governmental Purchasing Cooperative, including information regarding pricing, ordering, e-commerce, deliveries, returns, reporting capabilities, etc.

### 2. DISCOUNTED PRICING REQUIREMENTS -- PRICING MATRIX

2.1 The respondent shall provide pricing for a specific list of high volume use items, attached herein as Attachment A, as well as a percentage discount off of the respondent's published catalog for other items that may be purchased. Respondent shall list all applicable discounts by group, and enumerate any areas within the catalog where additional restrictions may apply.

2.2 The Pricing Matrix is intended to provide information for comparison only, and will not be the determining factor in any award of an agreement resultant from this Request for Information process. The pricing matrix for High use items is based on the current U.S. Communities Agreement with Office Depot.

Therefore, if a specific manufacturer's item is listed on the Pricing Matrix, proposer MUST provide pricing for that manufacturer's product and/or OEM product. DO NOT submit a generic equivalent or reconditioned or re-loaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned or re-loaded item, then the proposer may submit their own generic item for consideration.

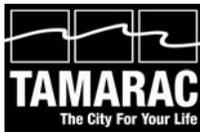
### 3. ORDERING REQUIREMENTS & E-COMMERCE

3.1 The successful respondent shall provide for complete on-line ordering by use of an electronic catalog methodology, which will permit customers to order on-line over the internet. The successful respondent shall maintain all servers at their location(s), and provide for appropriate data security to safeguard orders entered by Co-op members on-line.

3.2 The on-line ordering system shall be populated with all appropriate and correct pricing for members of the Co-op, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the Co-op member, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.

3.3 The on-line ordering system shall be structured in such a manner to allow for multiple approval levels which may be customized for individual agencies.

3.4 The on-line ordering system shall be set-up to provide for billing to a specific address, and shall be capable of accepting procurement cards as a means of payment at the time of order entry.



- 3.5 It is preferable that the on-line ordering system be capable of providing the appropriately discounted price to individuals who may wish to purchase supplies at one of the respondent's retail stores. The system shall provide Co-op pricing based on the entry of an entity's account number, or by the use of an entity pro-card.
- 3.6 Upon delivery of the order, the successful respondent's e-commerce system shall be capable of providing electronic invoicing if desired.
- 3.7 In addition to the use of pro-cards for payment, the successful respondent's e-commerce system shall be capable of receiving payment via Electronic Funds Transfer (EFT) from the entity.

**4. MINIMUM ORDERING QUANTITIES & DELIVERY CHARGES**

Due to the varying sizes of agencies within the Co-op, it is requested that the respondent have no minimum ordering quantities, and that all orders be delivered for the cost provided in the catalog with no additional delivery charges, and pre-paid free shipping.

**5. DELIVERY REQUIREMENTS**

- 5.1 The successful respondent shall provide for next day delivery of products ordered by a specific time. The respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.
- 5.2 It is desirable that the successful respondent deliver supplies using their own transportation, in order to provide for delivery to the specific location of the ordering entity (commonly known as "Desktop Delivery").
- 5.3 It is desirable that no delivery charge shall be assessed for any deliveries made, regardless of the quantity or dollar amount ordered. The agency will strive to provide for consolidated ordering whenever feasibly possible; but cannot commit to such a requirement.

**6. REBATE PROGRAM**

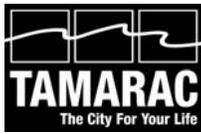
The successful respondent shall outline any applicable rebate program that may be available through the use of their agreement.

**7. RETURN POLICY**

The successful respondent shall have a policy which provides for the return of incorrect merchandise at no cost to the governmental entity. The Co-op desires a policy which will provide for ease in handling returns.

**8. CUSTOMER SERVICE & BILLING**

Members of the Co-op place a high value on excellent customer service. Service provided by the respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the



successful respondent to this request.

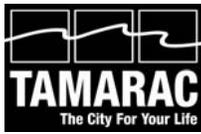
8.1 It is highly desirable that the successful respondent utilize dedicated inside and outside representatives to service this account. The respondent may utilize multiple representatives to cover the entire CO-OP area; but shall appoint a single point of contact to provide for consistency and continuity of service.

8.2 Successful respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.

9. **REPORTING CAPABILITIES**

The successful respondent shall provide for robust reporting capabilities to assist governmental entities and the Co-op as a whole in identifying their ordering patterns, and product usage. A listing of standard reports available should be provided.

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**QUESTIONNAIRE – RFI 11-05I**

Respondent shall provide answers to each of the following questions. Answers to this Questionnaire shall be returned along with the Response. Additional pages may be used as may be required.

1. Name of your firm: \_\_\_\_\_

2. Do you currently have a competitively solicited agreement through a national consortium or through another governmental entity in the State of Florida that allows other agencies to piggy-back? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. If yes, please name the national consortium group and / or the governmental agency: \_\_\_\_\_

4. What is the term of this Agreement? \_\_\_\_\_

5. Does the Agreement have renewal options? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please indicate the number and length of subsequent renewal options: \_\_\_\_\_

6. Please provide a synopsis of any blanket discounts off of your pricing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If you use price lists, how often does your Agreement allow you to update those price lists?  
\_\_\_\_\_

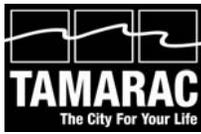
8. Do you offer Just-in-Time “next day” delivery? \_\_\_\_\_ Yes \_\_\_\_\_ No

9. Are all items in your catalog available for Just-in-Time “next day” delivery?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. Please specify items for which next day delivery is available, as well as items for which next day delivery is NOT available:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. How many items are included and available under your discounted pricing?  
\_\_\_\_\_

11. Do you provide for on-line (Internet) ordering using an electronic catalog methodology, with prices specifically coded to reflect the customer’s pricing?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

12. Is your on-line ordering system structured in such a manner to allow for multiple



approval levels which may be customized for individual agencies? \_\_\_\_\_ Yes  
\_\_\_\_\_ No. If no, please detail your system structure: \_\_\_\_\_  
\_\_\_\_\_

13. Is your on-line ordering system set-up to provide for billing to multiple addresses within the entity as required by the entity, and is the system capable of accepting procurement cards as a means of payment at the time of order entry?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

14. Is your on-line ordering system capable of providing the appropriately discounted price to governmental clients at the time of order entry based on the entry of an entity's account number, or by the use of an entity pro-card?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

15. Will your firm offer the same discounts and pricing when an employee, in their official capacity on behalf of the entity, uses their entity issued pro-card in one of your retail outlets? \_\_\_\_\_ Yes \_\_\_\_\_ No

16. Is your e-commerce system set-up to provide electronic invoicing if desired?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

17. In addition to the use of pro-cards for payment, is your e-commerce system capable of receiving payment via Electronic Funds Transfer (EFT) from a governmental entity? \_\_\_\_\_ Yes \_\_\_\_\_ No

18. Do you provide free shipping for the delivery of orders? \_\_\_\_\_ Yes  
\_\_\_\_\_ No

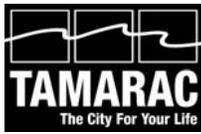
19. Do you have a minimum dollar value for orders? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, what is your minimum dollar value for orders? \$\_\_\_\_\_

20. If you do not have a minimum dollar value for orders, do you charge any additional fees to deliver items under a certain dollar value? \_\_\_\_\_ Yes  
\_\_\_\_\_ No. If yes, what is your additional delivery fee? \$\_\_\_\_\_

21. Do you provide "desk-top" delivery for no additional charge (i.e. delivery to the end-user's actual office instead of to a central receiving location)? \_\_\_\_\_ Yes  
\_\_\_\_\_ No

22. Do you use your own transportation or a common carrier to make deliveries, and NOT a courier service that will only deliver to one central location?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

23. Does your firm offer any type of rebate program for governmental agencies that allows for cash back to the entity for using your agreement? \_\_\_\_\_ Yes  
\_\_\_\_\_ No. If yes, please provide the details of your rebate plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



---

24. Do you currently have a return policy which provides that returns may be made at no charge to the entity for incorrect merchandise? \_\_\_\_\_ Yes \_\_\_\_\_  
No

25. Please detail your return policy which provides for the return of incorrect merchandise: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. If awarded a contract, will your firm provide a single point of contact to coordinate the efforts of all local sales representatives in the area to provide for continuity? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please provide the name of the individual who will be the coordinating account manager:  
\_\_\_\_\_

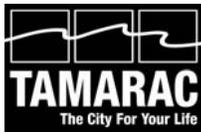
27. Do you provide dedicated inside customer service support specifically dedicated to serving governmental clients using your agreement? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please detail your customer service support structure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Please provide information regarding your policy for providing credit(s) for incorrect orders: \_\_\_\_\_  
\_\_\_\_\_

29. Please provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients, and what process is required to obtain reports:  
\_\_\_\_\_  
\_\_\_\_\_

30. Please provide information about any "Green" initiatives supported by your firm, which would assist Co-op members in meeting requirements for sustainable procurements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Please provide reference information as requested on the next page.



**REFERENCES**

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

**Your Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City State Zip** \_\_\_\_\_

**Phone/Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Contact Name \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Contact Name \_\_\_\_\_

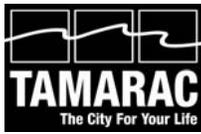
Agency/Firm Name: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone/Fax \_\_\_\_\_

Contact Name \_\_\_\_\_



**VENDOR CONTACT INFORMATION**

**Please have the following executed by a Corporate Officer or individual who has appropriate authority to represent your firm.**

Indicate which type of organization below:

INDIVIDUAL       PARTNERSHIP       CORPORATION       OTHER

If "Other", Explain: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

RFI #11-05I -- Office Supplies  
Request for Information

Attachment A  
Pricing Matrix for Office Supplies

SKU	Item Description	U/M	Supplier Product Code	Qty. Est.	Unit Price	Extension
420732	1099 Self Seal Envelopes for 5	PK	777729-09	123	\$	\$
167263	2 Part NCR - Legal - White/Can	EA	PAPER18	3,003	\$	\$
478123	8.5X11 SALMON 500-CT	RM	3R11058	214	\$	\$
481227	Advil, 50 / 2 Tablet Dosage	BX	15000	75	\$	\$
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	RTP-036312	92	\$	\$
343731	BATTERY,9V,ALKA,ENERGIZER,2/PK	PK	522BP-2	68	\$	\$
445511	BATTERY,AAA,ENERGIZER,24/BX	BX	EN92	85	\$	\$
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	E91SBP-24H	59	\$	\$
524935	BATTERY,ENERGIZER MAX AA,24PK	PK	E91SF-24	86	\$	\$
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	E91SBP36H	57	\$	\$
702973	BATTERY,ENERGIZER,E2,AA,8/PK	PK	L91BP-8	185	\$	\$
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	EN22	109	\$	\$
718416	BATTERY,LITHIUM AAA,4PK	PK	L92BP-4	215	\$	\$
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	EN91	185	\$	\$
696542	BATTERY,SIZE C,ALKALINE,BOX 12	BX	EN93	114	\$	\$
696559	BATTERY,SIZE D,1.5V,ALK,12BX	BX	EN95	77	\$	\$
273190	BINDER,3-RING,VUE,2",BLACK	EA	386-44B	96	\$	\$
200832	BINDER,LASER,DATA,PRSRBD,BLU	EA	55260	84	\$	\$
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	W362-34W	442	\$	\$
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	W362-44W	423	\$	\$
494146	BINDER,OVERLAY,CLEAR,3",BLK	EA	W362-49B	149	\$	\$
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	W385-34WPP	55	\$	\$
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT.	EA	W385-44WPP	52	\$	\$
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	W363-34WAPP	151	\$	\$
882260	BINDER,VIEW,WJ,LT,LRR,1",BLK	EA	W77012PP	91	\$	\$
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	W362-14WV	365	\$	\$
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	W362-49W	150	\$	\$
725163	BOOK,COMP,WR,100S,3PK	PK	DVT-006	231	\$	\$
765798	BOOK,MEMO,WRBND,TOP,CR,60S,12	DZ	DVT-023	65	\$	\$
255760	BOOK,MONEY RCPT,2.75X7.25,3PT	EA	TOP46808	60	\$	\$
352016	BOX,LTR/LGL,OD QUICK SETUP,4PK	PK	0800304	86	\$	\$
397140	BOX,QUICK/STR,LTR/LGL,4/CT	CT	0078907	93	\$	\$
199570	BOX,STOR,ECON LETTER/LEG	CT	00703	74	\$	\$
911633	BOX,STORAGE,PLAS,44QT,PURPLE	EA	100086	110	\$	\$
911642	BOX,STORAGE,PLASTIC,44QT,BLUE	EA	100085	102	\$	\$
780730	CALENDAR,RY 2010,22x17,ES	EA	10830	140	\$	\$
780725	CALENDAR,RY 2010,22x17,LT	EA	10829	78	\$	\$
486878	CARD,INDEX,BLANK,4X6,CAN,100PK	PK	7420CAN	274	\$	\$
699850	CARD,TIME,F/PTR-4000	PK	44100-10	162	\$	\$
295223	CARTRIDGE,HP LJ Q7553A,BLACK	EA	Q7553A	63	\$	\$
992280	CARTRIDGE,HP,LJ,4250/4350	EA	Q5942A	101	\$	\$
169771	CARTRIDGE,INK,BLK,51645A	EA	51645A#140	124	\$	\$
352871	CARTRIDGE,INK,BLK,C4844A	EA	C4844A	70	\$	\$
419672	CARTRIDGE,INK,HP #56,BLACK	EA	C6656AN#140	170	\$	\$
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	C6657AN#140	88	\$	\$
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	C6578DN#140	176	\$	\$
986952	CARTRIDGE,INKJET,HP 88 XL,BLK	EA	C9396AN#140	69	\$	\$
812808	CARTRIDGE,INKJET,HP 98,BLACK	EA	C9364WN#140	68	\$	\$
154414	CARTRIDGE,LASER,Q2612A	EA	Q2612A	177	\$	\$
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	C9720A	52	\$	\$
977952	CARTRIDGE,LASERJET,Q6470A,BLK	EA	Q6470A	125	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

727381	CARTRIDGE,PRINT,C7115A,HP	EA	C7115A	73	\$	\$
332629	CD-R,80MIN,SPINDLE,50PK	PK	32024563	63	\$	\$
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	32024581	224	\$	\$
650725	CD-R,SPINDLE,TDK,100/PK	PK	020356485559	70	\$	\$
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	RTP-001948-HD-087-07	261	\$	\$
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	RTP-001936-HD-087-07	383	\$	\$
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	10004	249	\$	\$
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	10005	62	\$	\$
167102	Color DS Letter	EA	IMPRESSIONS7	1,909	\$	\$
143197	COVER,DOCUMENT,6CT,NAVY	PK	45332	468	\$	\$
143162	COVER,DOCUMENT,6PK,BLACK	PK	45331	146	\$	\$
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	OD698878	104	\$	\$
698860	COVER,PORTFOLIO,11.75X9.5,RED	BX	OD698860	86	\$	\$
326901	CREAMER,COFFEEMATE,50CT,FR VAN	BX	35170	223	\$	\$
326921	CREAMER,COFFEEMATE,50CT,REG	BX	3511	211	\$	\$
223970	CUP,4OZ,CONE,WATER,200PK,WHT	PK	4BR	144	\$	\$
724461	CUP,HOT,PERFECTOUCH,12OZ,25/SL	PK	5342DX	135	\$	\$
767265	Deskpad,Mth,2clr,22x17,Blk	EA	SK11700010	374	\$	\$
767690	Deskpad,Mth,Eco,22x17-1/8,Blk	EA	SK32G0010	101	\$	\$
767330	Deskpad,Mth,Fshn,22x17,Blue	EA	SK251710	70	\$	\$
766385	DESKPAD,MTH,RCYC,22x17,FLORAL	EA	5035-10	86	\$	\$
767315	Deskpad,Mth,Recycled,22x17,Blk	EA	SK24R0010	360	\$	\$
767470	Deskpad,Mth,Recycled,22x17,Blk	EA	SW2000010	349	\$	\$
767505	Deskpad,Mth,Recycled,24x19,Blk	EA	SW2300010	71	\$	\$
259444	Deskpad,Mthly,22x17,Blk	EA	SP24D0010	1,081	\$	\$
767250	Diary,Dly,Reminder,6x8,Red	EA	SD3891310	82	\$	\$
625999	DISPENSER,PURL,MAXCAP,GY	EA	GOJ212006	71	\$	\$
574698	DIVIDER,A-Z,OD,LEATHER,BLACK	ST	OD574698	186	\$	\$
553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	AVE01701	121	\$	\$
553848	DIVIDER,LEGAL,A-Z,1 SET,WHITE	ST	AVE01700	347	\$	\$
110154	DIVIDER,TABBING,PRINT,80SETS	PK	16282	76	\$	\$
808985	DRIVE,FLASH,OD,2GB,ASTD	EA	ATMMD2GC2500P	71	\$	\$
569502	DRIVE,USB,4GB,TWIST TURN	EA	LJDTT4GBASBNA	94	\$	\$
784870	DRIVE,USB,SANDISK,4GB	EA	SDCZ36-004G-A11	64	\$	\$
329576	DUSTER,AIR,10OZ	EA	QPL0100	1,320	\$	\$
158265	DVD-R,SPINDLE,TDK,100/PK	PK	020356485207	54	\$	\$
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	CO125	82	\$	\$
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	78125	141	\$	\$
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	78170	155	\$	\$
560941	ENVELOPE,CD,50PK,WHITE	PK	9S5050W-OD1	287	\$	\$
330920	ENVELOPE,CLASP,10X15,100BX	BX	77998	94	\$	\$
330840	ENVELOPE,CLASP,28LB,#93,100BX	BX	77993	66	\$	\$
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	78997	118	\$	\$
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	CO990	95	\$	\$
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	78955	133	\$	\$
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	78990	239	\$	\$
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	77880	128	\$	\$
307512	ERASER,DRY ERASE,EXPO	EA	81505	353	\$	\$
371752	FILE,POCKET,LGL,3.5,EXP	EA	ETTP27E-EA	305	\$	\$
402139	FILE,STOR,LTR/LGL,ECONO,12/CT	CT	808337	171	\$	\$
940379	FILE,STORAGE,10.5X4.5X24L	EA	00005	58	\$	\$
940411	FILE,STORAGE,6X9.5X23.25	EA	00022	54	\$	\$

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940320	FILE,STRGE,ECOLOGIC,12X10X15	EA	12770EA	1,445	\$	\$
865140	FLASHDRIVE,2GB,ATIVA,JELLY,GRY	EA	ATMMD2GPEG	52	\$	\$
307959	FOLDER,CLASS,LETTER,2DIV	EA	C402-5A-2D-EA	4,147	\$	\$
304571	FOLDER,CLASS,LTR,2/5 1DIV,MLA	BX	13700	65	\$	\$
500181	FOLDER,CLASS,LTR,2/5,1DIV,GRN	EA	C402-5A-1D-GN	210	\$	\$
488684	FOLDER,CLASS,LTR,2/5,2-DIV,GRN	EA	C402-5A-2D-GN	566	\$	\$
803734	FOLDER,CLASS,LTR,2DIV,5PK,BLUE	PK	C4-2DSS-BEZ	69	\$	\$
919617	FOLDER,CLSF,1-DIV,LTR,4PRT,RED	EA	C402-5A-1D-BR	149	\$	\$
210617	FOLDER,ENDTAB,LTR,100BX,MNLA	BX	ET2-150L	63	\$	\$
315630	FOLDER,FILE,LGL,1/3 CUT,MAN	BX	153C	205	\$	\$
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	2K2-153L-1&3	192	\$	\$
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	810945	114	\$	\$
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	811018	85	\$	\$
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	810929	258	\$	\$
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	810994	150	\$	\$
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	810846	272	\$	\$
102236	FOLDER,LGL,2 FASTENERS,11PT	BX	2BET2-150C-1&3	55	\$	\$
937649	FOLDER,LGL,2PLY,MANILA.	BX	ET2-150C	121	\$	\$
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	810838	973	\$	\$
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	153L	377	\$	\$
316471	FOLDER,REINF TB,LTR,100BX,MNLA	BX	10334	89	\$	\$
936195	FOLDERS,CLASS,4SEC,LTR,RD/BN	EA	OD PU41 RED	215	\$	\$
390951	FOLDERS,CLASS,8SEC,LTR,GRN	EA	OD 98755	252	\$	\$
524017	FRAME,DELUXE,WOOD,11"X8.5"	EA	OD1002	82	\$	\$
490304	FRAME,DOC,PLST,8.5X11,CRAN/BLK	EA	OD1015	73	\$	\$
990361	FRAME,DOC,VENICE,8.5X11,MAH/BK	EA	OD1013	82	\$	\$
451225	FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	OD1011	165	\$	\$
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	OD1001	252	\$	\$
311278	FRAME,GALLERY WOOD,11X14,MAHOG	EA	OD1014	53	\$	\$
913946	GLORIA JEAN'S FR.VANILLA	BX	60051-046	63	\$	\$
864750	GMCER BREAKFAST BLEND KCUP	BX	6520	70	\$	\$
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	9652-12-CMR	281	\$	\$
525072	HIGHLIGHTER,ACCENT,12/PK,YLW	DZ	28025	58	\$	\$
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	25025	111	\$	\$
708586	HIGHLIGHTER,MAJ ACCENT,ASTD,DZ	DZ	25053	80	\$	\$
470211	INDEX,11X8.5,1-15TAB,MULTICLR	ST	11143	287	\$	\$
440520	INK CARTRIDGE,96,BLACK,HP	EA	C8767WN#140	105	\$	\$
440288	INK CARTRIDGE,BLACK,94,HP	EA	C8765WN#140	58	\$	\$
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	C8766WN#140	87	\$	\$
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	C9363WN#140	79	\$	\$
115743	INK,HP 45A,TWIN PACK,BLACK	PK	C6650FN#140	63	\$	\$
450390	Ink,HP 60,Black	EA	CC640WN#140	52	\$	\$
840908	INK,HP 74,BLACK	EA	CB335WN#140	69	\$	\$
842133	INK,HP 74XL,HIGH YIELD,BLACK	EA	CB336WN#140	52	\$	\$
715395	INK,HP 920,BLACK	EA	CD971AN#140	94	\$	\$
824690	INK,HP 940,BLACK	EA	C4902AN#140	58	\$	\$
112999	INK,HP 96,TWIN PACK,BLACK	PK	C9348FN#140	124	\$	\$
961679	INK,HP 96/97,COMBO,BLACK/COLOR	PK	C9353FN#140	81	\$	\$
108687	INK,HP 97,TWIN PACK,TRI-COLOR	PK	C9349FN#140	68	\$	\$
108540	INK,HP 98,TWIN PACK,BLACK	PK	C9514FN#140	65	\$	\$
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	21005-40	80	\$	\$
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	904737	98	\$	\$

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Pricing Matrix for Office Supplies

757530	LABEL,C/CC,YR-10,250PK	PK	67910	154	\$	\$
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	5160	190	\$	\$
916460	LABEL,LSR,ADDR,WHT,750CT	PK	5260	97	\$	\$
753313	LABEL,SHIPPING,RL,2.5X4	RL	30256	73	\$	\$
108951	LAMP,ENX,APOLLO	EA	APOAENX	58	\$	\$
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	4675	129	\$	\$
654521	LYSOL SPRAY,LINEN SCENT,19OZ	EA	74828	182	\$	\$
525000	MARKER,PERM,SHARPI,FN,12PK,BLK	DZ	32701	94	\$	\$
451898	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	37001	63	\$	\$
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	30001	359	\$	\$
203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	30002	58	\$	\$
162370	MONEY/RENT RECEIPT BK 2PT	EA	ABFDC2501	229	\$	\$
162354	MONEY/RENT RECEIPT BK 3PT	EA	TC1182	193	\$	\$
436857	MONEY/RENT RECEIPT SPIRAL	EA	SC1182	169	\$	\$
869832	MRKR,EXPO2,DE,CHSL PT,4PK,ASTD	PK	80653	83	\$	\$
204164	MRKR,SET,D/ERS,8CLR	ST	83078	85	\$	\$
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	654YW-12	209	\$	\$
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	OD-152Y	112	\$	\$
442369	NOTE,OD,3" X 3",18/PK,ASTD	PK	OD-3318A	76	\$	\$
420994	NOTE,OD,3" X 3",18/PK,YELLOW	PK	OD-3318Y	99	\$	\$
443296	NOTE,OD,3"X5",12PK,YELLOW	PK	OD-35Y	74	\$	\$
504808	NOTE,PST-IT,SSTCKY,4X6,5PK,YEL	PK	660-5SSCY	85	\$	\$
843877	NOTES,POPOP,OD,12PK,BRIGHT	PK	OD-3312PB	82	\$	\$
422588	NOTES,SELF STICK,RCY,18PK,YLW	PK	OD-3318YR	52	\$	\$
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	OD-3312D	87	\$	\$
717061	PAD,FINGERPRINT,(1000 PRINTS)	EA	717061	108	\$	\$
534904	PAD,GLUETOP,5X8,50 SHT,DZ,WHT	DZ	99432	56	\$	\$
268091	PAD,GUM,8.5X11,OD,WHT,LGL RLD	DZ	99409	65	\$	\$
480675	PAD,OD GRN,LTR,6PK,8.5X11,WHT	PK	99436	100	\$	\$
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	99421	98	\$	\$
306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	99422	208	\$	\$
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	99400	217	\$	\$
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	99401	423	\$	\$
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	99470	249	\$	\$
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	9074-0379	121	\$	\$
420935	PAPER,ASTRO,LTR,SLR YEL	RM	22531	75	\$	\$
462047	Paper,Brights,24#,8.5X11,Orang	RM	3R11573	55	\$	\$
727641	PAPER,COLOR COPY,11",8RM	CA	727641	71	\$	\$
343454	PAPER,COLOR,COPY,8.5x11,28#	RM	10246-7	96	\$	\$
813212	PAPER,COMP,14-7/8X11,GREEN BAR	CA	813212	110	\$	\$
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	3R11050	410	\$	\$
345603	PAPER,COPY,4200DP,8.5X11,WE	RM	3R2047RM	283	\$	\$
478156	PAPER,COPY,500-CT,8.5X11,LILAC	RM	3R11059	105	\$	\$
348037	PAPER,COPY,8.5X11,104 BRT,BOND	CA	851001OD	3,449	\$	\$
345645	PAPER,COPY,8.5X11,5M/CT,GRN	RM	3R11051	380	\$	\$
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	3R11055	244	\$	\$
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	3R11052	218	\$	\$
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	3R11053	502	\$	\$
675041	PAPER,COPY,ASTRO,LUNAR BLUE	RM	22521	60	\$	\$
275474	PAPER,COPY,XEROX,8.5X11,10/CT	CT	3R2047	1,208	\$	\$
940650	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	651001OD	348	\$	\$
254250	PAPER,FORE 9000DP,8.5X11,WHITE	RM	103267RM	163	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

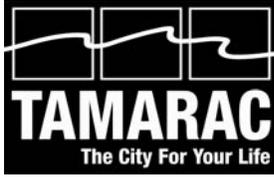
347005	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	162008	378	\$	\$
255888	PAPER,LASER PRINT,3 HP,WHITE	RM	107681	94	\$	\$
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	104604	166	\$	\$
680017	PAPER,LTR,20#,RECY,MULTI	CA	86700	329	\$	\$
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	953922OD	52	\$	\$
940593	PAPER,MULTIPURP,11",20#,108 BR	CA	OC9011	300	\$	\$
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	9078-0514	67	\$	\$
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	33311	1,783	\$	\$
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	33111	780	\$	\$
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	633-01	89	\$	\$
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	631-01	89	\$	\$
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	88102/85580	74	\$	\$
524928	PEN,BP,RT,MED,FLXGRIP,12PK,BLU	DZ	88104/85581	59	\$	\$
811950	PEN,CLIC,STIC,BIC,BLACK	DZ	BICCSM11BK	127	\$	\$
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	84201	59	\$	\$
525120	PEN,GEL,RT,UNI-BALL,7MM,DZ,BLU	DZ	33951	67	\$	\$
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	GSMG11BK	170	\$	\$
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	GSMG11BE	106	\$	\$
479608	PEN,RET,BP,1.0MM,12/PK,BLK	DZ	RTP-030040	213	\$	\$
479560	PEN,RET,BP,1.0MM,12/PK,BLUE	DZ	RTP-030038	251	\$	\$
790761	PEN,RETRACT,G-2,BK,FN	DZ	31020	80	\$	\$
790801	PEN,RETRACT,G-2,FN,BLUE	DZ	31021	141	\$	\$
152320	PEN,RETRACTABLE,MED,DZ,BLACK	DZ	30005	88	\$	\$
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	RTP-037317	195	\$	\$
733601	PENCIL,#2,OD,72/BX	BX	20395	442	\$	\$
765715	Planner,Mth,Appt,9x11,Blk	EA	702600510	189	\$	\$
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	ET1526E	260	\$	\$
917281	POCKET,FILE,LETTER,5.25" CAP	BX	1534G	99	\$	\$
808584	POCKET,FILE,LGL,5.25IN,STRT,RR	BX	1536G	84	\$	\$
371761	POCKET,FILE,LTR,3.5,EXP	EA	ETTP25E-EA	317	\$	\$
937979	POCKET,LGL,MLA,STRCUT,DBL	EA	ETM1526EEA	470	\$	\$
937961	POCKET,STRT ET LTR 3.5" MLA.	EA	ETM1524EEA	965	\$	\$
681114	PORTFOLIO,2PKT,3PRONG,ASST COLORS	EA	RTP-002441-HD-087-08	1,498	\$	\$
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	653A	125	\$	\$
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	R-335	75	\$	\$
535704	POUCH,LAMINATING,LETTER SIZE	PK	58003	142	\$	\$
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	10581-0	276	\$	\$
207779	PRINT CARTRIDGE,FAX,PC201	EA	PC201	54	\$	\$
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	ODSP09	121	\$	\$
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	3012-12-CMR	146	\$	\$
513470	RECEPTACLE,REC,SJIM W/V CHNL	EA	354007 BLUE	244	\$	\$
513088	REEL,CARD,ID,2/PK	PK	RTP-036307	276	\$	\$
259498	REFILL,DEPOT,W/CR,3.5X6	EA	SP717D5010	419	\$	\$
750155	Refill,Dly,2 Color,4x6,White	EA	E0175010	88	\$	\$
750215	Refill,Dly,Dsk,3-1/2x6	EA	E717R5010	143	\$	\$
411033	REFILL,PAD,POP N JOT,12PK	PK	R330-YW	76	\$	\$
480061	RIBBON,ML100,SERIES/320/321	EA	OKI52102001	182	\$	\$
909663	RUBBERBAND,SIZE 19,1LB	BX	20195	77	\$	\$
625966	SANITIZER,HND,PURL,1000ML	EA	GOJ215608	193	\$	\$
375675	SCISSORS,FSK,STRT,LH/RH,8",ORN	PR	01-004342	81	\$	\$
908996	SHARPENER,PENCIL,MODEL,KS	EA	1031	59	\$	\$
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	1900	53	\$	\$

RFI #11-05I -- Office Supplies  
Request for Information

Attachment A  
Pricing Matrix for Office Supplies

221051	STAPLE,1/4",15-25 SHT,5000BX	BX	35450	306	\$	_____	\$	_____	
908194	STAPLER,DESK,STD,FULL,BLACK	EA	44401	143	\$	_____	\$	_____	
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	54501	240	\$	_____	\$	_____	
549014	STAPLER,ELECTRIC,BLACK	EA	02210	71	\$	_____	\$	_____	
432255	STAPLES,STANDARD,5 PACK	PK	6001-5PK	106	\$	_____	\$	_____	
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	OD420	300	\$	_____	\$	_____	
890620	TAPE,AUDIO,D90,4PK	PK	020356164218	482	\$	_____	\$	_____	
479596	TAPE,BLACK ON WHITE,2PK	EA	TZ2312PK	87	\$	_____	\$	_____	
576481	TAPE,CORRECTION,2PK,WHITE	PK	01005	315	\$	_____	\$	_____	
699459	TAPE,CORRECTION,6PK,ASTD	PK	RTP-002127	127	\$	_____	\$	_____	
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	6624	622	\$	_____	\$	_____	
166702	TAPE,CORRECTION,MONO	EA	68620	860	\$	_____	\$	_____	
369589	TAPE,CORRECTION,MONO RETRO,4PK	PK	68679	92	\$	_____	\$	_____	
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	68627	174	\$	_____	\$	_____	
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	OD-P16	73	\$	_____	\$	_____	
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	OD44101	101	\$	_____	\$	_____	
277294	TAPE,LABELER,BLK ON WHT,1/2IN	EA	M231	69	\$	_____	\$	_____	
239400	TAPE,LETTERING,.5",BLACK/WHITE	EA	TZ-231	577	\$	_____	\$	_____	
239384	TAPE,LETTERING,PT340/PT540	EA	TZ-241	129	\$	_____	\$	_____	
301366	TAPE,MASKING,1"X60 YDS,3M	EA	234-1PK-1"	196	\$	_____	\$	_____	
489461	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	810P10K	167	\$	_____	\$	_____	
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	3750-RD TT	70	\$	_____	\$	_____	
432847	TONER,10A,SMART PRINT	EA	Q2610A	59	\$	_____	\$	_____	
463865	TONER,HP 36A,BLACK	EA	CB436A	98	\$	_____	\$	_____	
114756	TONER,HP 51A,LASERJET,BLACK	EA	Q7551A	136	\$	_____	\$	_____	
878270	TONER,HP CE505A,BLACK	EA	CE505A	61	\$	_____	\$	_____	
970568	TONER,LASER,BROTHER TN350BLK	EA	TN350	128	\$	_____	\$	_____	
808256	TONER,LJ 2100 SERIES,96A	EA	C4096A	102	\$	_____	\$	_____	
997541	TONER,MFC8300,TN430,STD	EA	TN430	52	\$	_____	\$	_____	
776184	TONER,Q5949A,HP,BLK	EA	Q5949A	73	\$	_____	\$	_____	
286934	TONER,ULTRA PRECISE,27X	EA	C4127X	52	\$	_____	\$	_____	
656368	TOTE,FILE,LRG,LETTER/LEGAL,BLUE	EA	50635	85	\$	_____	\$	_____	
564070	TYLENOL,EXTRA-STRENGTH,50/BOX	BX	44910	75	\$	_____	\$	_____	
911559	UPS,BATTERY BACK-UP,ES 550	EA	BE550G	117	\$	_____	\$	_____	
992289	WALLET,PART,6-PKT,14.75X9.5,LL	EA	L1375GL	118	\$	_____	\$	_____	
405475	WIPES,CLOROX,75CT,LAVENDAR	EA	1761	72	\$	_____	\$	_____	
821808	WIPES,DISINFECTANT,CLOROX	EA	15949	144	\$	_____	\$	_____	
984560	WIPES,DISINFECTING,CLOROX	EA	15948	79	\$	_____	\$	_____	
939760	WIPES,LYSOL SNTZNG,SPRNG,80CT	EA	77925	114	\$	_____	\$	_____	
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	77182	303	\$	_____	\$	_____	
							<b>TOTAL:</b>	\$	_____

Provide Discount off of List Price: \_\_\_\_\_ %



CITY OF TAMARAC  
PURCHASING AND CONTRACTS DIVISION  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321

*"Committed to Excellence...Always"*

**ADDENDUM #1**

**REQUEST FOR INFORMATION # 11-05I**

**OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

**DATE OF ADDENDUM: October 4, 2010**

**TO ALL PROSPECTIVE PROPOSERS:**

The following clarifications, changes, additions and/or deletions are hereby made part of the Request for Information # 11-05I, **OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE.**

1. Please find attached, a matrix which provides information regarding participating Southeast Florida Governmental Purchasing Cooperative members, as well as the number of SKU's ordered, the total sales volume by dollars and % of total Co-operative spend, as well as the total annual spend.
2. Individual participants will be responsible for providing appropriate delivery information to office supply vendors. Aggregate information for all users is currently not available.
3. Please provide an **ELECTRONIC COPY** of your complete response on a CD, along with your submittal. The electronic copy should be provided in pdf format.

All other terms, conditions and specifications remain unchanged for RFI No. 11-011.

Please acknowledge receipt of this Addendum No. 1, by returning it and/or acknowledging it in your submittal.

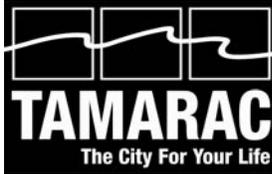
Sincerely,

Keith K. Glatz, CPPO, FCPM  
Purchasing & Contracts Manager

**COMPANY:** \_\_\_\_\_ **NAME:** \_\_\_\_\_  
Attachment

## Southeast Florida Governmental Purchasing Co-op Office Supply Purchase Data

Entity	# SKU's	Net Sales	% of total Co op purchases
TOWN OF PEMBROKE PARK	2	\$269.97	0%
POMPANO BCH POLICE FIRE	68	\$1,937.91	0%
CITY OF WILTON MANORS-TAX	68	\$1,960.64	0%
CITY OF PARKLAND	412	\$12,204.49	1%
LAUDERDALE BY THE SEA	346	\$12,949.39	1%
CITY OF DANIA	524	\$14,597.01	1%
CITY OF LIGHTHOUSE POINT	441	\$20,474.06	1%
TRI-CNTY COMMUTER RAIL	393	\$26,247.59	1%
CITY OF COOPER CITY	492	\$27,311.40	1%
CITY OF LAUDERHILL	569	\$27,956.91	1%
CITY OF OAKLAND PARK	816	\$45,152.49	2%
VILLAGE OF WELLINGTON	902	\$48,028.36	2%
CITY OF NORTH MIAMI	1,098	\$49,346.60	2%
CITY OF WILTON MANORS	938	\$50,992.93	2%
CITY OF HALLANDALE	1,365	\$53,694.08	3%
CITY OF LAUDERDALE LAKES	933	\$54,762.34	3%
CITY OF TAMARAC	1,583	\$73,497.03	3%
CITY OF MARGATE	1,224	\$75,332.90	4%
TOWN OF DAVIE	1,466	\$87,501.48	4%
CITY OF MIAMI GARDENS	1,701	\$96,808.27	5%
CITY OF DEERFIELD BEACH	1,607	\$98,550.42	5%
CITY OF COCONUT CREEK	1,353	\$98,961.83	5%
CITY OF NORTH MIAMI BEACH	2,017	\$126,101.98	6%
CITY OF POMPANO BEACH	1,905	\$133,644.42	6%
CITY OF HOLLYWOOD	2,433	\$154,856.61	7%
CITY OF CORAL SPRINGS	2,089	\$191,180.81	9%
CITY OF SUNRISE	2,141	\$196,699.54	9%
CITY OF PEMBROKE PINES	2,845	\$339,998.72	16%
<b>Grand Total</b>	<b>31,731</b>	<b>\$2,121,020.18</b>	<b>100%</b>



**CITY OF TAMARAC**  
**PURCHASING AND CONTRACTS DIVISION**  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321

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**ADDENDUM #2**

**REQUEST FOR INFORMATION # 11-051**

**OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

**DATE OF ADDENDUM: October 19, 2010**

**TO ALL PROSPECTIVE PROPOSERS:**

The following clarifications, changes, additions and/or deletions are hereby made part of the Request for Information # 11-051, **OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE.**

1. We have learned that High Volume Matrix, Page 4, Item 275474, "Paper, Copy, Xerox, 8.5 x 11, 10/CT" was purchased as a one-time purchase, and there are no plans to make additional purchases of this specific item in the foreseeable future. Therefore, for purposes of evaluation, this item should be deleted.
2. Section 8.2 reads as follows: ***"Successful respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand."***

Question Received: *"Does the requested time frame for return start from the time it was called in by the end user or the time the item was picked up by our driver?"* Answer: This question addresses the timeframe to "start the clock" for the issuance of credits. For purposes of this Request for Information, proposers are only asked to address their policy for issuing credits, which will be reviewed by the Review Committee.

3. Question: *"Are we allowed to provide information about potential offerings anticipated prior to the January 1, 2011 start date of the Co-op Agreement?"* Answer: Yes, since this is a Request for Information, proposers may present information regarding potential agreements for informational purposes.

All other terms, conditions and specifications remain unchanged for RFI No. 11-011. (Acknowledgement of this addendum is voluntary.)

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM  
Purchasing & Contracts Manager

## *Table of Contents*

- Tab 1 – Cover Letter
- Tab 2 – Responses
- Tab 3 – Attachment A - Pricing
- Tab 4 – Attachments B - H
- Tab 5 – State of Florida Presentation
- Tab 6 – Reports

# Office DEPOT®

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October 20, 2010

Subject: Subject: 11-051 Request for Information 2010-10-1 111557  
Reference: State Of Florida ITN No. 618-001-10-1

Dear Southeast Florida Governmental Purchasing Cooperative:

Thank you for the opportunity to present Office Depot's response to the Southeast Florida Governmental Purchasing Cooperative ("the Co-Op") Request for Information ("RFI").

Office Depot has had the privilege of partnering with the Co-Op for over 10 years. During this time we have grown together embracing new technology and new products. We are pleased to have this opportunity to bring forth programs and pricing to serve the Co-Op and continue as your office supplies vendor.

In response to the RFI we are presenting the State of Florida Office and Educational Consumables Contract , ITN No. 618-001-10-1 ("SOF Program"). It was awarded on or about August 23, 2010 and became effective October 18, 2010. Since the award, Office Depot has enhanced the offering with state approved promotions of significance. We have waived the small ordering fee for year one, we have improved the discount on HP Toner from 35% to 37% through mid January of 2011, and we are presenting a lower priced high quality paper. In your attachments you will find this detailed and these promotions are reflected in your pricing.

As your current supplier, we have access to your extensive purchasing history which reveals your entire savings potential realized from the new SOF Program. In order for you to appreciate the true impact of the cost savings, we feel it would be beneficial for the Co-Op to see either: your entire usage or, at a minimum, your top 1000 most frequently ordered items which represent approximately 66% of the Co-Op's overall historic spend with Office Depot.

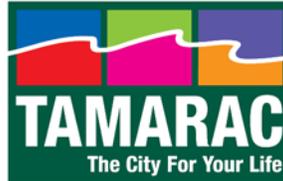
Also, we want to make you aware of a significant competitively GPO currently under consideration for award. We anticipate the announcement of this award soon. Should Office Depot win this bid we will request an opportunity to present this pricing to the Co-Op. The bid is for approximately a substantial sum and, as such, would be highly competitive.

We thank you for your serious consideration and welcome the opportunity to continue to serve your cities with a seamless transition to the pricing herein.

Sincerely,

Linda S. Sykes  
District Sales Manager  
Office Depot, Inc

**PURCHASING AND  
CONTRACTS DIVISION**



**Date Issued: September 30, 2010**

**REQUEST FOR INFORMATION – 11-051  
OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL PURCHASING  
COOPERATIVE**

**Due Date: October 20, 2010 @ 3:00 P.M.**

**ALL QUALIFIED FIRMS:**

The City of Tamarac is currently interested in obtaining information regarding the furnishing of Office Supplies to the Southeast Florida Governmental Purchasing Cooperative (Co-op). The Co-op is comprised of approximately 43 governmental entities in the Southeast Florida area, including representatives from Broward, Miami-Dade and Palm Beach Counties.

The purpose of this request is to obtain information regarding the pricing, terms, conditions and capabilities of firms that provide office supplies. The City is aware that there are a number of consortium agreements and/or governmental agreements that permit governmental entities to purchase office supply needs without the need to issue a formal solicitation, and as such, we are requesting information regarding any such program that your firm currently has in place. We will also review pricing and capabilities of firms that do not currently have such agreements in place. The information gathered will be used by the City in determining the best method for final source selection.

We have also provided a questionnaire regarding specific requirements for members of the Co-op, and we ask that you submit your response to this request including all of your pricing and questionnaire responses either by mail or hand delivery, **on or before the date and time referenced above**. Any submittals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Official time will be measured by the time stamp in the Purchasing Office.

Request for Information documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM  
Purchasing and Contracts Manager

**Advertise in Sun Sentinel: Sunday October 10, 2010 and Sunday October 17, 2010**

*"Committed to Excellence... Always."*

**TAMARAC.ORG**

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### Cooperative Purchasing:

The Request for Information represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

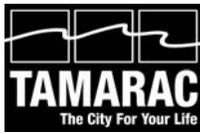
For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

#### Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

**“WORKING TOGETHER TO REDUCE COSTS”**



## I. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

### ***Our Vision and Mission***

*Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

*Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that*

*Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results, and  
Makes a Difference*

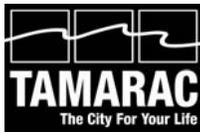
*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.*

*Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.*

*Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.*

### **1. REQUEST FOR INFORMATION**

The City of Tamarac, on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op), is seeking information regarding the capabilities of firms who may be interested in supplying general office supplies to the Co-op. The Co-op recognizes that many office supply vendors currently have existing agreements with other governmental units, and in some cases, may have a term agreement through a national cooperative group that has utilized a formal solicitation process. The Co-op is interested in obtaining information from qualified suppliers of office supply items regarding the capabilities of their firm, as well as information and service capabilities of the firm, including representative pricing for items currently used by Co-op members. Additionally, firms that do not currently



have a consortium / governmental agreement may submit information as well. The City reserves the right to make a direct award to a firm providing consortium / governmental agreement pricing, or to issue a separate, formal solicitation document.

This Request for Information provides a synopsis of mandatory and desirable capabilities of office supply firms to be used for comparison purposes. Respondents shall address their ability to address each individual area identified herein.

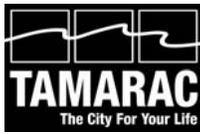
## **2. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

The following is a summary of documents required to be submitted for this proposal. Failure to include a the requested information, or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

- 2.1 Pricing Matrix for High use items based on firm's current consortium pricing.
- 2.2 Percentage discount off of all other vendor catalog pricing. (See "Proposal Form" herein)
- 2.3 Questionnaire complete with all responses

## **3. SUBMISSION OF RESPONSES**

- 3.1. Responses must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 3.2. All responses shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 3.3. Responses must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 3.4. In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 3.5. All responses received will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 3.6. The Respondent preparing a submittal in response to this Request for Information shall bear all expenses associated with its preparation. The



Respondent shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

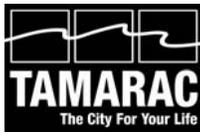
**4. DELIVERIES**

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is mandatory for operational purposes, and that delivery is not received, the City reserves the right to cancel the delivery, the order(s) or any part thereof, without obligation if delivery is not made at the time required.

**5. DISCUSSIONS & PRESENTATIONS**

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

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## II. REQUIREMENTS – RFI #11-05I

### 1. SERVICES AVAILABLE

The Respondent shall provide a synopsis of the contract program that will be made available to members of the Southeast Florida Governmental Purchasing Cooperative, including information regarding pricing, ordering, e-commerce, deliveries, returns, reporting capabilities, etc.

### 2. DISCOUNTED PRICING REQUIREMENTS -- PRICING MATRIX

2.1 The respondent shall provide pricing for a specific list of high volume use items, attached herein as Attachment A, as well as a percentage discount off of the respondent's published catalog for other items that may be purchased. Respondent shall list all applicable discounts by group, and enumerate any areas within the catalog where additional restrictions may apply.

2.2 The Pricing Matrix is intended to provide information for comparison only, and will not be the determining factor in any award of an agreement resultant from this Request for Information process. The pricing matrix for High use items is based on the current U.S. Communities Agreement with Office Depot.

Therefore, if a specific manufacturer's item is listed on the Pricing Matrix, proposer MUST provide pricing for that manufacturer's product and/or OEM product. DO NOT submit a generic equivalent or reconditioned or re-loaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned or re-loaded item, then the proposer may submit their own generic item for consideration.

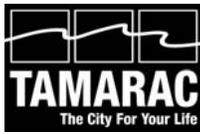
### 3. ORDERING REQUIREMENTS & E-COMMERCE

3.1 The successful respondent shall provide for complete on-line ordering by use of an electronic catalog methodology, which will permit customers to order on-line over the internet. The successful respondent shall maintain all servers at their location(s), and provide for appropriate data security to safeguard orders entered by Co-op members on-line.

3.2 The on-line ordering system shall be populated with all appropriate and correct pricing for members of the Co-op, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the Co-op member, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.

3.3 The on-line ordering system shall be structured in such a manner to allow for multiple approval levels which may be customized for individual agencies.

3.4 The on-line ordering system shall be set-up to provide for billing to a specific address, and shall be capable of accepting procurement cards as a means of payment at the time of order entry.



- 3.5 It is preferable that the on-line ordering system be capable of providing the appropriately discounted price to individuals who may wish to purchase supplies at one of the respondent's retail stores. The system shall provide Co-op pricing based on the entry of an entity's account number, or by the use of an entity pro-card.
- 3.6 Upon delivery of the order, the successful respondent's e-commerce system shall be capable of providing electronic invoicing if desired.
- 3.7 In addition to the use of pro-cards for payment, the successful respondent's e-commerce system shall be capable of receiving payment via Electronic Funds Transfer (EFT) from the entity.

**4. MINIMUM ORDERING QUANTITIES & DELIVERY CHARGES**

Due to the varying sizes of agencies within the Co-op, it is requested that the respondent have no minimum ordering quantities, and that all orders be delivered for the cost provided in the catalog with no additional delivery charges, and pre-paid free shipping.

**5. DELIVERY REQUIREMENTS**

- 5.1 The successful respondent shall provide for next day delivery of products ordered by a specific time. The respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.
- 5.2 It is desirable that the successful respondent deliver supplies using their own transportation, in order to provide for delivery to the specific location of the ordering entity (commonly known as "Desktop Delivery").
- 5.3 It is desirable that no delivery charge shall be assessed for any deliveries made, regardless of the quantity or dollar amount ordered. The agency will strive to provide for consolidated ordering whenever feasibly possible; but cannot commit to such a requirement.

**6. REBATE PROGRAM**

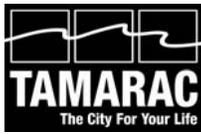
The successful respondent shall outline any applicable rebate program that may be available through the use of their agreement.

**7. RETURN POLICY**

The successful respondent shall have a policy which provides for the return of incorrect merchandise at no cost to the governmental entity. The Co-op desires a policy which will provide for ease in handling returns.

**8. CUSTOMER SERVICE & BILLING**

Members of the Co-op place a high value on excellent customer service. Service provided by the respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the



successful respondent to this request.

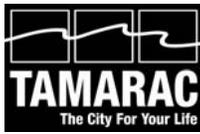
8.1 It is highly desirable that the successful respondent utilize dedicated inside and outside representatives to service this account. The respondent may utilize multiple representatives to cover the entire CO-OP area; but shall appoint a single point of contact to provide for consistency and continuity of service.

8.2 Successful respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.

9. **REPORTING CAPABILITIES**

The successful respondent shall provide for robust reporting capabilities to assist governmental entities and the Co-op as a whole in identifying their ordering patterns, and product usage. A listing of standard reports available should be provided.

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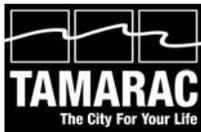


**QUESTIONNAIRE – RFI 11-05I**

Respondent shall provide answers to each of the following questions. Answers to this Questionnaire shall be returned along with the Response. Additional pages may be used as may be required.

1. Name of your firm: Office Depot, Inc.
2. Do you currently have a competitively solicited agreement through a national consortium or through another governmental entity in the State of Florida that allows other agencies to piggy-back?  Yes  No
3. If yes, please name the national consortium group and / or the governmental agency: State Of Florida ITN #618-001-10-1 Office & Educational Consumables
4. What is the term of this Agreement? 3 Years
5. Does the Agreement have renewal options?  Yes  No. If yes, please indicate the number and length of subsequent renewal options: 1, 2, or 3 Years
6. Please provide a synopsis of any blanket discounts off of your pricing: \_\_\_\_\_  
Please see attachment B.
7. If you use price lists, how often does your Agreement allow you to update those price lists?  
Quarterly.
8. Do you offer Just-in-Time “next day” delivery?  Yes  No
9. Are all items in your catalog available for Just-in-Time “next day” delivery?  
 Yes  No. Please specify items for which next day delivery is available, as well as items for which next day delivery is NOT available:  
Items marked S are 1 to 3 days delivery  
Items marked M are 4 to 21 days delivery  
Unmarked items are next business day delivery.
10. How many items are included and available under your discounted pricing?  
16,210 under the State of Florida contract, other items competitively discounted.
11. Do you provide for on-line (Internet) ordering using an electronic catalog methodology, with prices specifically coded to reflect the customer’s pricing?  
 Yes  No
12. Is your on-line ordering system structured in such a manner to allow for multiple





24. Do you currently have a return policy which provides that returns may be made at no charge to the entity for incorrect merchandise? XXX Yes \_\_\_\_\_  
No

25. Please detail your return policy which provides for the return of incorrect merchandise: \_\_\_\_\_  
Please see attachment E.

26. If awarded a contract, will your firm provide a single point of contact to coordinate the efforts of all local sales representatives in the area to provide for continuity? XXX Yes \_\_\_\_\_ No. If yes, please provide the name of the individual who will be the coordinating account manager:  
Dirk Lohuis

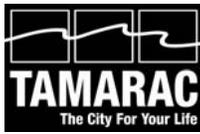
27. Do you provide dedicated inside customer service support specifically dedicated to serving governmental clients using your agreement? XXX Yes \_\_\_\_\_ No. If yes, please detail your customer service support structure: \_\_\_\_\_  
Please see attachment F.

28. Please provide information regarding your policy for providing credit(s) for incorrect orders: Please see attachment E.

29. Please provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients, and what process is required to obtain reports:  
Please see attachment G.

30. Please provide information about any "Green" initiatives supported by your firm, which would assist Co-op members in meeting requirements for sustainable procurements:  
Please see attachment H.

31. Please provide reference information as requested on the next page.



**REFERENCES**

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

**Your Company Name** Office Depot, Inc.  
**Address** 2925 West Corporate Lakes  
**City State Zip** Weston, FL 33331  
**Phone/Fax** (561)438-4800 FAX (561)438-4801  
**E-mail** Linda.Sykes@officedepot.com

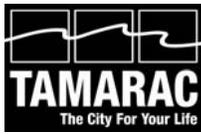
**Agency/Firm Name:** City of Sunrise  
**Address** 1601 SW 136th Avenue, Bldg.A, Suite 101  
**City State Zip** Sunrise, FL 33323  
**Phone/Fax** 954-522-2274 / 954-522-2278  
**Contact Name** Ann Potter

**Agency/Firm Name:** City of North Lauderdale  
**Address** 707 SW 71st Avenue  
**City State Zip** North Lauderdale, FL 33068  
**Phone/Fax** 954-724-6962 / 954-720-2064  
**Contact Name** Jennifer Diehl

**Agency/Firm Name:** City of Coconut Creek  
**Address** 4800 W. Copans Road  
**City State Zip** Coconut Creek, FL 33069  
**Phone/Fax** 954-956-1584 / 954-973-6754  
**Contact Name** David Santucci

**Agency/Firm Name:** City of Tamarac  
**Address** 7525 NW 88th Avenue  
**City State Zip** Tamarac, FL 33321  
**Phone/Fax** 954-597-3567 / 954-597-3565  
**Contact Name** Keith Glatz

**Agency/Firm Name:** City of Aventura  
**Address** 19200 West Country Club Drive  
**City State Zip** Aventura, FL 33180  
**Phone/Fax** 305-466-8925 / 305-466-8939  
**Contact Name** Indra Sarju



**VENDOR CONTACT INFORMATION**

**Please have the following executed by a Corporate Officer or individual who has appropriate authority to represent your firm.**

Indicate which type of organization below:

INDIVIDUAL     PARTNERSHIP     CORPORATION     OTHER

If "Other", Explain: \_\_\_\_\_

See attached Signed Page

Office Depot, Inc.

Authorized Signature

Company Name

James Pollman

5345 Oakbrook Parkway

Typed/Printed Name

Address

(770) 806-4074

Norcross, GA 30093

Telephone

City, State, ZIP

Jim.Pollman@officedepot.com

Fax

E-mail Address

RFI #11-05I -- Office Supplies  
Request for Information

Attachment A  
Pricing Matrix for Office Supplies

SKU	Item Description	U/M	Supplier Product Code	Qty. Est.	Unit Price	Extension
420732	1099 Self Seal Envelopes for 5	PK	777729-09	123	\$	\$
167263	2 Part NCR - Legal - White/Can	EA	PAPER18	3,003	\$	\$
478123	8.5X11 SALMON 500-CT	RM	3R11058	214	\$	\$
481227	Advil, 50 / 2 Tablet Dosage	BX	15000	75	\$	\$
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	RTP-036312	92	\$	\$
343731	BATTERY,9V,ALKA,ENERGIZER,2/PK	PK	522BP-2	68	\$	\$
445511	BATTERY,AAA,ENERGIZER,24/BX	BX	EN92	85	\$	\$
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	E91SBP-24H	59	\$	\$
524935	BATTERY,ENERGIZER MAX AA,24PK	PK	E91SF-24	86	\$	\$
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	E91SBP36H	57	\$	\$
702973	BATTERY,ENERGIZER,E2,AA,8/PK	PK	L91BP-8	185	\$	\$
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	EN22	109	\$	\$
718416	BATTERY,LITHIUM AAA,4PK	PK	L92BP-4	215	\$	\$
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	EN91	185	\$	\$
696542	BATTERY,SIZE C,ALKALINE,BOX 12	BX	EN93	114	\$	\$
696559	BATTERY,SIZE D,1.5V,ALK,12BX	BX	EN95	77	\$	\$
273190	BINDER,3-RING,VUE,2",BLACK	EA	386-44B	96	\$	\$
200832	BINDER,LASER,DATA,PRSRBD,BLU	EA	55260	84	\$	\$
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	W362-34W	442	\$	\$
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	W362-44W	423	\$	\$
494146	BINDER,OVERLAY,CLEAR,3",BLK	EA	W362-49B	149	\$	\$
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	W385-34WPP	55	\$	\$
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT.	EA	W385-44WPP	52	\$	\$
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	W363-34WAPP	151	\$	\$
882260	BINDER,VIEW,WJ,LT,LRR,1",BLK	EA	W77012PP	91	\$	\$
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	W362-14WV	365	\$	\$
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	W362-49W	150	\$	\$
725163	BOOK,COMP,WR,100S,3PK	PK	DVT-006	231	\$	\$
765798	BOOK,MEMO,WRBND,TOP,CR,60S,12	DZ	DVT-023	65	\$	\$
255760	BOOK,MONEY RCPT,2.75X7.25,3PT	EA	TOP46808	60	\$	\$
352016	BOX,LTR/LGL,OD QUICK SETUP,4PK	PK	0800304	86	\$	\$
397140	BOX,QUICK/STR,LTR/LGL,4/CT	CT	0078907	93	\$	\$
199570	BOX,STOR,ECON LETTER/LEG	CT	00703	74	\$	\$
911633	BOX,STORAGE,PLAS,44QT,PURPLE	EA	100086	110	\$	\$
911642	BOX,STORAGE,PLASTIC,44QT,BLUE	EA	100085	102	\$	\$
780730	CALENDAR,RY 2010,22x17,ES	EA	10830	140	\$	\$
780725	CALENDAR,RY 2010,22x17,LT	EA	10829	78	\$	\$
486878	CARD,INDEX,BLANK,4X6,CAN,100PK	PK	7420CAN	274	\$	\$
699850	CARD,TIME,F/PTR-4000	PK	44100-10	162	\$	\$
295223	CARTRIDGE,HP LJ Q7553A,BLACK	EA	Q7553A	63	\$	\$
992280	CARTRIDGE,HP,LJ,4250/4350	EA	Q5942A	101	\$	\$
169771	CARTRIDGE,INK,BLK,51645A	EA	51645A#140	124	\$	\$
352871	CARTRIDGE,INK,BLK,C4844A	EA	C4844A	70	\$	\$
419672	CARTRIDGE,INK,HP #56,BLACK	EA	C6656AN#140	170	\$	\$
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	C6657AN#140	88	\$	\$
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	C6578DN#140	176	\$	\$
986952	CARTRIDGE,INKJET,HP 88 XL,BLK	EA	C9396AN#140	69	\$	\$
812808	CARTRIDGE,INKJET,HP 98,BLACK	EA	C9364WN#140	68	\$	\$
154414	CARTRIDGE,LASER,Q2612A	EA	Q2612A	177	\$	\$
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	C9720A	52	\$	\$
977952	CARTRIDGE,LASERJET,Q6470A,BLK	EA	Q6470A	125	\$	\$

RFI #11-05I -- Office Supplies  
Request for Information

Attachment A  
Pricing Matrix for Office Supplies

727381	CARTRIDGE,PRINT,C7115A,HP	EA	C7115A	73	\$	\$
332629	CD-R,80MIN,SPINDLE,50PK	PK	32024563	63	\$	\$
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	32024581	224	\$	\$
650725	CD-R,SPINDLE,TDK,100/PK	PK	020356485559	70	\$	\$
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	RTP-001948-HD-087-07	261	\$	\$
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	RTP-001936-HD-087-07	383	\$	\$
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	10004	249	\$	\$
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	10005	62	\$	\$
167102	Color DS Letter	EA	IMPRESSIONS7	1,909	\$	\$
143197	COVER,DOCUMENT,6CT,NAVY	PK	45332	468	\$	\$
143162	COVER,DOCUMENT,6PK,BLACK	PK	45331	146	\$	\$
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	OD698878	104	\$	\$
698860	COVER,PORTFOLIO,11.75X9.5,RED	BX	OD698860	86	\$	\$
326901	CREAMER,COFFEEMATE,50CT,FR VAN	BX	35170	223	\$	\$
326921	CREAMER,COFFEEMATE,50CT,REG	BX	3511	211	\$	\$
223970	CUP,4OZ,CONE,WATER,200PK,WHT	PK	4BR	144	\$	\$
724461	CUP,HOT,PERFECTOUCH,12OZ,25/SL	PK	5342DX	135	\$	\$
767265	Deskpad,Mth,2clr,22x17,Blk	EA	SK11700010	374	\$	\$
767690	Deskpad,Mth,Eco,22x17-1/8,Blk	EA	SK32G0010	101	\$	\$
767330	Deskpad,Mth,Fshn,22x17,Blue	EA	SK251710	70	\$	\$
766385	DESKPAD,MTH,RCYC,22x17,FLORAL	EA	5035-10	86	\$	\$
767315	Deskpad,Mth,Recycled,22x17,Blk	EA	SK24R0010	360	\$	\$
767470	Deskpad,Mth,Recycled,22x17,Blk	EA	SW2000010	349	\$	\$
767505	Deskpad,Mth,Recycled,24x19,Blk	EA	SW2300010	71	\$	\$
259444	Deskpad,Mthly,22x17,Blk	EA	SP24D0010	1,081	\$	\$
767250	Diary,Dly,Reminder,6x8,Red	EA	SD3891310	82	\$	\$
625999	DISPENSER,PURL,MAXCAP,GY	EA	GOJ212006	71	\$	\$
574698	DIVIDER,A-Z,OD,LEATHER,BLACK	ST	OD574698	186	\$	\$
553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	AVE01701	121	\$	\$
553848	DIVIDER,LEGAL,A-Z,1 SET,WHITE	ST	AVE01700	347	\$	\$
110154	DIVIDER,TABBING,PRINT,80SETS	PK	16282	76	\$	\$
808985	DRIVE,FLASH,OD,2GB,ASTD	EA	ATMMD2GC2500P	71	\$	\$
569502	DRIVE,USB,4GB,TWIST TURN	EA	LJDTT4GBASBNA	94	\$	\$
784870	DRIVE,USB,SANDISK,4GB	EA	SDCZ36-004G-A11	64	\$	\$
329576	DUSTER,AIR,10OZ	EA	QPL0100	1,320	\$	\$
158265	DVD-R,SPINDLE,TDK,100/PK	PK	020356485207	54	\$	\$
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	CO125	82	\$	\$
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	78125	141	\$	\$
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	78170	155	\$	\$
560941	ENVELOPE,CD,50PK,WHITE	PK	9S5050W-OD1	287	\$	\$
330920	ENVELOPE,CLASP,10X15,100BX	BX	77998	94	\$	\$
330840	ENVELOPE,CLASP,28LB,#93,100BX	BX	77993	66	\$	\$
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	78997	118	\$	\$
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	CO990	95	\$	\$
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	78955	133	\$	\$
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	78990	239	\$	\$
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	77880	128	\$	\$
307512	ERASER,DRY ERASE,EXPO	EA	81505	353	\$	\$
371752	FILE,POCKET,LGL,3.5,EXP	EA	ETTP27E-EA	305	\$	\$
402139	FILE,STOR,LTR/LGL,ECONO,12/CT	CT	808337	171	\$	\$
940379	FILE,STORAGE,10.5X4.5X24L	EA	00005	58	\$	\$
940411	FILE,STORAGE,6X9.5X23.25	EA	00022	54	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

940320	FILE,STRGE,ECOLOGIC,12X10X15	EA	12770EA	1,445	\$	\$
865140	FLASHDRIVE,2GB,ATIVA,JELLY,GRY	EA	ATMMD2GPEG	52	\$	\$
307959	FOLDER,CLASS,LETTER,2DIV	EA	C402-5A-2D-EA	4,147	\$	\$
304571	FOLDER,CLASS,LTR,2/5 1DIV,MLA	BX	13700	65	\$	\$
500181	FOLDER,CLASS,LTR,2/5,1DIV,GRN	EA	C402-5A-1D-GN	210	\$	\$
488684	FOLDER,CLASS,LTR,2/5,2-DIV,GRN	EA	C402-5A-2D-GN	566	\$	\$
803734	FOLDER,CLASS,LTR,2DIV,5PK,BLUE	PK	C4-2DSS-BEZ	69	\$	\$
919617	FOLDER,CLSF,1-DIV,LTR,4PRT,RED	EA	C402-5A-1D-BR	149	\$	\$
210617	FOLDER,ENDTAB,LTR,100BX,MNLA	BX	ET2-150L	63	\$	\$
315630	FOLDER,FILE,LGL,1/3 CUT,MAN	BX	153C	205	\$	\$
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	2K2-153L-1&3	192	\$	\$
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	810945	114	\$	\$
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	811018	85	\$	\$
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	810929	258	\$	\$
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	810994	150	\$	\$
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	810846	272	\$	\$
102236	FOLDER,LGL,2 FASTENERS,11PT	BX	2BET2-150C-1&3	55	\$	\$
937649	FOLDER,LGL,2PLY,MANILA.	BX	ET2-150C	121	\$	\$
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	810838	973	\$	\$
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	153L	377	\$	\$
316471	FOLDER,REINF TB,LTR,100BX,MNLA	BX	10334	89	\$	\$
936195	FOLDERS,CLASS,4SEC,LTR,RD/BN	EA	OD PU41 RED	215	\$	\$
390951	FOLDERS,CLASS,8SEC,LTR,GRN	EA	OD 98755	252	\$	\$
524017	FRAME,DELUXE,WOOD,11"X8.5"	EA	OD1002	82	\$	\$
490304	FRAME,DOC,PLST,8.5X11,CRAN/BLK	EA	OD1015	73	\$	\$
990361	FRAME,DOC,VENICE,8.5X11,MAH/BK	EA	OD1013	82	\$	\$
451225	FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	OD1011	165	\$	\$
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	OD1001	252	\$	\$
311278	FRAME,GALLERY WOOD,11X14,MAHOG	EA	OD1014	53	\$	\$
913946	GLORIA JEAN'S FR.VANILLA	BX	60051-046	63	\$	\$
864750	GMCER BREAKFAST BLEND KCUP	BX	6520	70	\$	\$
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	9652-12-CMR	281	\$	\$
525072	HIGHLIGHTER,ACCENT,12/PK,YLW	DZ	28025	58	\$	\$
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	25025	111	\$	\$
708586	HIGHLIGHTER,MAJ ACCENT,ASTD,DZ	DZ	25053	80	\$	\$
470211	INDEX,11X8.5,1-15TAB,MULTICLR	ST	11143	287	\$	\$
440520	INK CARTRIDGE,96,BLACK,HP	EA	C8767WN#140	105	\$	\$
440288	INK CARTRIDGE,BLACK,94,HP	EA	C8765WN#140	58	\$	\$
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	C8766WN#140	87	\$	\$
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	C9363WN#140	79	\$	\$
115743	INK,HP 45A,TWIN PACK,BLACK	PK	C6650FN#140	63	\$	\$
450390	Ink,HP 60,Black	EA	CC640WN#140	52	\$	\$
840908	INK,HP 74,BLACK	EA	CB335WN#140	69	\$	\$
842133	INK,HP 74XL,HIGH YIELD,BLACK	EA	CB336WN#140	52	\$	\$
715395	INK,HP 920,BLACK	EA	CD971AN#140	94	\$	\$
824690	INK,HP 940,BLACK	EA	C4902AN#140	58	\$	\$
112999	INK,HP 96,TWIN PACK,BLACK	PK	C9348FN#140	124	\$	\$
961679	INK,HP 96/97,COMBO,BLACK/COLOR	PK	C9353FN#140	81	\$	\$
108687	INK,HP 97,TWIN PACK,TRI-COLOR	PK	C9349FN#140	68	\$	\$
108540	INK,HP 98,TWIN PACK,BLACK	PK	C9514FN#140	65	\$	\$
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	21005-40	80	\$	\$
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	904737	98	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

757530	LABEL,C/CC,YR-10,250PK	PK	67910	154	\$	\$
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	5160	190	\$	\$
916460	LABEL,LSR,ADDR,WHT,750CT	PK	5260	97	\$	\$
753313	LABEL,SHIPPING,RL,2.5X4	RL	30256	73	\$	\$
108951	LAMP,ENX,APOLLO	EA	APOAENX	58	\$	\$
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	4675	129	\$	\$
654521	LYSOL SPRAY,LINEN SCENT,19OZ	EA	74828	182	\$	\$
525000	MARKER,PERM,SHARPI,FN,12PK,BLK	DZ	32701	94	\$	\$
451898	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	37001	63	\$	\$
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	30001	359	\$	\$
203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	30002	58	\$	\$
162370	MONEY/RENT RECEIPT BK 2PT	EA	ABFDC2501	229	\$	\$
162354	MONEY/RENT RECEIPT BK 3PT	EA	TC1182	193	\$	\$
436857	MONEY/RENT RECEIPT SPIRAL	EA	SC1182	169	\$	\$
869832	MRKR,EXPO2,DE,CHSL PT,4PK,ASTD	PK	80653	83	\$	\$
204164	MRKR,SET,D/ERS,8CLR	ST	83078	85	\$	\$
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	654YW-12	209	\$	\$
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	OD-152Y	112	\$	\$
442369	NOTE,OD,3" X 3",18/PK,ASTD	PK	OD-3318A	76	\$	\$
420994	NOTE,OD,3" X 3",18/PK,YELLOW	PK	OD-3318Y	99	\$	\$
443296	NOTE,OD,3"X5",12PK,YELLOW	PK	OD-35Y	74	\$	\$
504808	NOTE,PST-IT,SSTCKY,4X6,5PK,YEL	PK	660-5SSCY	85	\$	\$
843877	NOTES,POPOP,OD,12PK,BRIGHT	PK	OD-3312PB	82	\$	\$
422588	NOTES,SELF STICK,RCY,18PK,YLW	PK	OD-3318YR	52	\$	\$
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	OD-3312D	87	\$	\$
717061	PAD,FINGERPRINT,(1000 PRINTS)	EA	717061	108	\$	\$
534904	PAD,GLUETOP,5X8,50 SHT,DZ,WHT	DZ	99432	56	\$	\$
268091	PAD,GUM,8.5X11,OD,WHT,LGL RLD	DZ	99409	65	\$	\$
480675	PAD,OD GRN,LTR,6PK,8.5X11,WHT	PK	99436	100	\$	\$
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	99421	98	\$	\$
306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	99422	208	\$	\$
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	99400	217	\$	\$
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	99401	423	\$	\$
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	99470	249	\$	\$
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	9074-0379	121	\$	\$
420935	PAPER,ASTRO,LTR,SLR YEL	RM	22531	75	\$	\$
462047	Paper,Brights,24#,8.5X11,Orang	RM	3R11573	55	\$	\$
727641	PAPER,COLOR COPY,11",8RM	CA	727641	71	\$	\$
343454	PAPER,COLOR,COPY,8.5x11,28#	RM	10246-7	96	\$	\$
813212	PAPER,COMP,14-7/8X11,GREEN BAR	CA	813212	110	\$	\$
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	3R11050	410	\$	\$
345603	PAPER,COPY,4200DP,8.5X11,WE	RM	3R2047RM	283	\$	\$
478156	PAPER,COPY,500-CT,8.5X11,LILAC	RM	3R11059	105	\$	\$
348037	PAPER,COPY,8.5X11,104 BRT,BOND	CA	851001OD	3,449	\$	\$
345645	PAPER,COPY,8.5X11,5M/CT,GRN	RM	3R11051	380	\$	\$
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	3R11055	244	\$	\$
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	3R11052	218	\$	\$
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	3R11053	502	\$	\$
675041	PAPER,COPY,ASTRO,LUNAR BLUE	RM	22521	60	\$	\$
275474	PAPER,COPY,XEROX,8.5X11,10/CT	CT	3R2047	1,208	\$	\$
940650	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	651001OD	348	\$	\$
254250	PAPER,FORE 9000DP,8.5X11,WHITE	RM	103267RM	163	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

347005	PAPER,HAMM,TIDAL,11",20#,WHITE	CA	162008	378	\$	\$
255888	PAPER,LASER PRINT,3 HP,WHITE	RM	107681	94	\$	\$
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	104604	166	\$	\$
680017	PAPER,LTR,20#,RECY,MULTI	CA	86700	329	\$	\$
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	9539220D	52	\$	\$
940593	PAPER,MULTIPURP,11",20#,108 BR	CA	OC9011	300	\$	\$
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	9078-0514	67	\$	\$
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	33311	1,783	\$	\$
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	33111	780	\$	\$
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	633-01	89	\$	\$
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	631-01	89	\$	\$
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	88102/85580	74	\$	\$
524928	PEN,BP,RT,MED,FLXGRIP,12PK,BLU	DZ	88104/85581	59	\$	\$
811950	PEN,CLIC,STIC,BIC,BLACK	DZ	BICCSM11BK	127	\$	\$
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	84201	59	\$	\$
525120	PEN,GEL,RT,UNI-BALL,7MM,DZ,BLU	DZ	33951	67	\$	\$
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	GSMG11BK	170	\$	\$
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	GSMG11BE	106	\$	\$
479608	PEN,RET,BP,1.0MM,12/PK,BLK	DZ	RTP-030040	213	\$	\$
479560	PEN,RET,BP,1.0MM,12/PK,BLUE	DZ	RTP-030038	251	\$	\$
790761	PEN,RETRACT,G-2,BK,FN	DZ	31020	80	\$	\$
790801	PEN,RETRACT,G-2,FN,BLUE	DZ	31021	141	\$	\$
152320	PEN,RETRACTABLE,MED,DZ,BLACK	DZ	30005	88	\$	\$
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	RTP-037317	195	\$	\$
733601	PENCIL,#2,OD,72/BX	BX	20395	442	\$	\$
765715	Planner,Mth,Appt,9x11,Blk	EA	702600510	189	\$	\$
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	ET1526E	260	\$	\$
917281	POCKET,FILE,LETTER,5.25" CAP	BX	1534G	99	\$	\$
808584	POCKET,FILE,LGL,5.25IN,STRT,RR	BX	1536G	84	\$	\$
371761	POCKET,FILE,LTR,3.5,EXP	EA	ETTP25E-EA	317	\$	\$
937979	POCKET,LGL,MLA,STRCUT,DBL	EA	ETM1526EEA	470	\$	\$
937961	POCKET,STRT ET LTR 3.5" MLA.	EA	ETM1524EEA	965	\$	\$
681114	PORTFOLIO,2PKT,3PRONG,ASST COLORS	EA	RTP-002441-HD-087-08	1,498	\$	\$
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	653A	125	\$	\$
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	R-335	75	\$	\$
535704	POUCH,LAMINATING,LETTER SIZE	PK	58003	142	\$	\$
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	10581-0	276	\$	\$
207779	PRINT CARTRIDGE,FAX,PC201	EA	PC201	54	\$	\$
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	ODSP09	121	\$	\$
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	3012-12-CMR	146	\$	\$
513470	RECEPTACLE,REC,SJIM W/V CHNL	EA	354007 BLUE	244	\$	\$
513088	REEL,CARD,ID,2/PK	PK	RTP-036307	276	\$	\$
259498	REFILL,DEPOT,W/CR,3.5X6	EA	SP717D5010	419	\$	\$
750155	Refill,Dly,2 Color,4x6,White	EA	E0175010	88	\$	\$
750215	Refill,Dly,Dsk,3-1/2x6	EA	E717R5010	143	\$	\$
411033	REFILL,PAD,POP N JOT,12PK	PK	R330-YW	76	\$	\$
480061	RIBBON,ML100,SERIES/320/321	EA	OKI52102001	182	\$	\$
909663	RUBBERBAND,SIZE 19,1LB	BX	20195	77	\$	\$
625966	SANITIZER,HND,PURL,1000ML	EA	GOJ215608	193	\$	\$
375675	SCISSORS,FSK,STRT,LH/RH,8",ORN	PR	01-004342	81	\$	\$
908996	SHARPENER,PENCIL,MODEL,KS	EA	1031	59	\$	\$
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	1900	53	\$	\$

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Attachment A  
Pricing Matrix for Office Supplies

221051	STAPLE,1/4",15-25 SHT,5000BX	BX	35450	306	\$	_____	\$	_____	
908194	STAPLER,DESK,STD,FULL,BLACK	EA	44401	143	\$	_____	\$	_____	
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	54501	240	\$	_____	\$	_____	
549014	STAPLER,ELECTRIC,BLACK	EA	02210	71	\$	_____	\$	_____	
432255	STAPLES,STANDARD,5 PACK	PK	6001-5PK	106	\$	_____	\$	_____	
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	OD420	300	\$	_____	\$	_____	
890620	TAPE,AUDIO,D90,4PK	PK	020356164218	482	\$	_____	\$	_____	
479596	TAPE,BLACK ON WHITE,2PK	EA	TZ2312PK	87	\$	_____	\$	_____	
576481	TAPE,CORRECTION,2PK,WHITE	PK	01005	315	\$	_____	\$	_____	
699459	TAPE,CORRECTION,6PK,ASTD	PK	RTP-002127	127	\$	_____	\$	_____	
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	6624	622	\$	_____	\$	_____	
166702	TAPE,CORRECTION,MONO	EA	68620	860	\$	_____	\$	_____	
369589	TAPE,CORRECTION,MONO RETRO,4PK	PK	68679	92	\$	_____	\$	_____	
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	68627	174	\$	_____	\$	_____	
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	OD-P16	73	\$	_____	\$	_____	
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	OD44101	101	\$	_____	\$	_____	
277294	TAPE,LABELER,BLK ON WHT,1/2IN	EA	M231	69	\$	_____	\$	_____	
239400	TAPE,LETTERING,.5",BLACK/WHITE	EA	TZ-231	577	\$	_____	\$	_____	
239384	TAPE,LETTERING,PT340/PT540	EA	TZ-241	129	\$	_____	\$	_____	
301366	TAPE,MASKING,1"X60 YDS,3M	EA	234-1PK-1"	196	\$	_____	\$	_____	
489461	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	810P10K	167	\$	_____	\$	_____	
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	3750-RD TT	70	\$	_____	\$	_____	
432847	TONER,10A,SMART PRINT	EA	Q2610A	59	\$	_____	\$	_____	
463865	TONER,HP 36A,BLACK	EA	CB436A	98	\$	_____	\$	_____	
114756	TONER,HP 51A,LASERJET,BLACK	EA	Q7551A	136	\$	_____	\$	_____	
878270	TONER,HP CE505A,BLACK	EA	CE505A	61	\$	_____	\$	_____	
970568	TONER,LASER,BROTHER TN350BLK	EA	TN350	128	\$	_____	\$	_____	
808256	TONER,LJ 2100 SERIES,96A	EA	C4096A	102	\$	_____	\$	_____	
997541	TONER,MFC8300,TN430,STD	EA	TN430	52	\$	_____	\$	_____	
776184	TONER,Q5949A,HP,BLK	EA	Q5949A	73	\$	_____	\$	_____	
286934	TONER,ULTRA PRECISE,27X	EA	C4127X	52	\$	_____	\$	_____	
656368	TOTE,FILE,LRG,LETTER/LEGAL,BLUE	EA	50635	85	\$	_____	\$	_____	
564070	TYLENOL,EXTRA-STRENGTH,50/BOX	BX	44910	75	\$	_____	\$	_____	
911559	UPS,BATTERY BACK-UP,ES 550	EA	BE550G	117	\$	_____	\$	_____	
992289	WALLET,PART,6-PKT,14.75X9.5,LL	EA	L1375GL	118	\$	_____	\$	_____	
405475	WIPES,CLOROX,75CT,LAVENDAR	EA	1761	72	\$	_____	\$	_____	
821808	WIPES,DISINFECTANT,CLOROX	EA	15949	144	\$	_____	\$	_____	
984560	WIPES,DISINFECTING,CLOROX	EA	15948	79	\$	_____	\$	_____	
939760	WIPES,LYSOL SNTZNG,SPRNG,80CT	EA	77925	114	\$	_____	\$	_____	
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	77182	303	\$	_____	\$	_____	
							<b>TOTAL:</b>	\$	_____

Provide Discount off of List Price: \_\_\_\_\_ %

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Attachment A  
Pricing Matrix for Office Supplies

SKU	Item Description	U/M	Supplier Product Code	Qty. Est.	Unit Price	Extension
420732	1099 Self Seal Envelopes for 5	PK	777729-09	123	\$ 18.81	\$ 2,313.63
167263	2 Part NCR - Legal - White/Can	EA	PAPER18	3,003	\$ 0.24	\$ 720.72
478123	8.5X11 SALMON 500-CT	RM	3R11058	214	\$ 7.28	\$ 1,557.92
481227	Advil, 50 / 2 Tablet Dosage	BX	15000	75	\$ 27.27	\$ 2,045.25
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	RTP-036312	92	\$ 2.68	\$ 246.56
343731	BATTERY,9V,ALKA,ENERGIZER,2/PK	PK	522BP-2	68	\$ 4.36	\$ 296.48
445511	BATTERY,AAA,ENERGIZER,24/BX	BX	EN92	85	\$ 8.24	\$ 700.40
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	E91SBP-24H	59	\$ 11.98	\$ 706.82
524935	BATTERY,ENERGIZER MAX AA,24PK	PK	E91SF-24	86	\$ 11.98	\$ 1,030.28
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	E91SBP36H	57	\$ 17.45	\$ 994.65
702973	BATTERY,ENERGIZER,E2,AA,8/PK	PK	L91BP-8	185	\$ 10.03	\$ 1,855.55
696518	BATTERY,INDUSTRIAL,9V,ALK,12BX	BX	EN22	109	\$ 12.44	\$ 1,355.96
718416	BATTERY,LITHIUM AAA,4PK	PK	L92BP-4	215	\$ 5.51	\$ 1,184.65
696526	BATTERY,SIZE AA,ALKALINE,24BOX	BX	EN91	185	\$ 8.24	\$ 1,524.40
696542	BATTERY,SIZE C,ALKALINE,BOX 12	BX	EN93	114	\$ 5.92	\$ 674.88
696559	BATTERY,SIZE D,1.5V,ALK,12BX	BX	EN95	77	\$ 5.92	\$ 455.84
273190	BINDER,3-RING,VUE,2",BLACK	EA	386-44B	96	\$ 3.77	\$ 361.92
200832	BINDER,LASER,DATA,PRSRBD,BLU	EA	55260	84	\$ 3.46	\$ 290.64
729558	BINDER,OVERLAY,CLEAR,1.5",WHT	EA	W362-34W	442	\$ 2.65	\$ 1,171.30
729624	BINDER,OVERLAY,CLEAR,2",WHT	EA	W362-44W	423	\$ 3.20	\$ 1,353.60
494146	BINDER,OVERLAY,CLEAR,3",BLK	EA	W362-49B	149	\$ 4.45	\$ 663.05
931576	BINDER,PRS,DRG,11X8.5,1.5C,WHT	EA	W385-34WPP	55	\$ 4.19	\$ 230.45
931584	BINDER,PRS,DRG,11X8.5,2"C,WHT.	EA	W385-44WPP	52	\$ 4.92	\$ 255.84
356774	BINDER,RR,VW,11X8.5,1.5",WHITE	EA	W363-34WAPP	151	\$ 3.47	\$ 523.97
882260	BINDER,VIEW,WJ,LT,LRR,1",BLK	EA	W77012PP	91	\$ 2.81	\$ 255.71
729525	BINDER,VUE,3RG,11X8.5,1"C,WHT	EA	W362-14WV	365	\$ 2.15	\$ 784.75
729640	BINDER,VUE,3RG,11X8.5,3"C,WHT	EA	W362-49W	150	\$ 4.45	\$ 667.50
725163	BOOK,COMP,WR,100S,3PK	PK	DVT-006	231	\$ 2.85	\$ 658.35
765798	BOOK,MEMO,WRBND,TOP,CR,60S,12	DZ	DVT-023	65	\$ 1.96	\$ 127.40
255760	BOOK,MONEY RCPT,2.75X7.25,3PT	EA	TOP46808	60	\$ 12.44	\$ 746.40
352016	BOX,LTR/LGL,OD QUICK SETUP,4PK	PK	0800304	86	\$ 4.64	\$ 399.04
397140	BOX,QUICK/STR,LTR/LGL,4/CT	CT	0078907	93	\$ 9.02	\$ 838.86
199570	BOX,STOR,ECON LETTER/LEG	CT	00703	74	\$ 22.15	\$ 1,639.10
911633	BOX,STORAGE,PLAS,44QT,PURPLE	EA	100086	110	\$ 4.96	\$ 545.60
911642	BOX,STORAGE,PLASTIC,44QT,BLUE	EA	100085	102	\$ 4.96	\$ 505.92
780730	CALENDAR,RY 2010,22x17,ES	EA	10830	140	\$ 6.80	\$ 952.00
780725	CALENDAR,RY 2010,22x17,LT	EA	10829	78	\$ 12.34	\$ 962.52
486878	CARD,INDEX,BLANK,4X6,CAN,100PK	PK	7420CAN	274	\$ 1.38	\$ 378.12
699850	CARD,TIME,F/PTR-4000	PK	44100-10	162	\$ 4.40	\$ 712.80
295223	CARTRIDGE,HP LJ Q7553A,BLACK	EA	Q7553A	63	\$ 73.71	\$ 4,643.73
992280	CARTRIDGE,HP,LJ,4250/4350	EA	Q5942A	101	\$ 136.56	\$ 13,792.56
169771	CARTRIDGE,INK,BLK,51645A	EA	51645A#140	124	\$ 26.40	\$ 3,273.60
352871	CARTRIDGE,INK,BLK,C4844A	EA	C4844A	70	\$ 27.98	\$ 1,958.60
419672	CARTRIDGE,INK,HP #56,BLACK	EA	C6656AN#140	170	\$ 18.06	\$ 3,070.20
154605	CARTRIDGE,INK,HP#57,TRI-COLOR	EA	C6657AN#140	88	\$ 28.60	\$ 2,516.80
172681	CARTRIDGE,INKJET,HP #78,TRICLR	EA	C6578DN#140	176	\$ 28.60	\$ 5,033.60
986952	CARTRIDGE,INKJET,HP 88 XL,BLK	EA	C9396AN#140	69	\$ 29.30	\$ 2,021.70
812808	CARTRIDGE,INKJET,HP 98,BLACK	EA	C9364WN#140	68	\$ 18.06	\$ 1,228.08
154414	CARTRIDGE,LASER,Q2612A	EA	Q2612A	177	\$ 64.16	\$ 11,356.32
319275	CARTRIDGE,LASERJET 4600,BLACK	EA	C9720A	52	\$ 142.41	\$ 7,405.32
977952	CARTRIDGE,LASERJET,Q6470A,BLK	EA	Q6470A	125	\$ 128.46	\$ 16,057.50

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Pricing Matrix for Office Supplies

727381	CARTRIDGE,PRINT,C7115A,HP	EA	C7115A	73	\$	56.13	\$	4,097.49
332629	CD-R,80MIN,SPINDLE,50PK	PK	32024563	63	\$	12.98	\$	817.74
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	32024581	224	\$	23.25	\$	5,208.00
650725	CD-R,SPINDLE,TDK,100/PK	PK	020356485559	70	\$	26.39	\$	1,847.30
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	RTP-001948-HD-087-07	261	\$	5.34	\$	1,393.74
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	RTP-001936-HD-087-07	383	\$	2.70	\$	1,034.10
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	10004	249	\$	3.45	\$	859.05
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	10005	62	\$	3.52	\$	218.24
167102	Color DS Letter	EA	IMPRESSIONS7	1,909	\$	0.56	\$	1,069.04
143197	COVER,DOCUMENT,6CT,NAVY	PK	45332	468	\$	4.42	\$	2,068.56
143162	COVER,DOCUMENT,6PK,BLACK	PK	45331	146	\$	2.73	\$	398.58
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	OD698878	104	\$	3.50	\$	364.00
698860	COVER,PORTFOLIO,11.75X9.5,RED	BX	OD698860	86	\$	4.80	\$	412.80
326901	CREAMER,COFFEEMATE,50CT,FR VAN	BX	35170	223	\$	4.86	\$	1,083.78
326921	CREAMER,COFFEEMATE,50CT,REG	BX	3511	211	\$	4.15	\$	875.65
223970	CUP,4OZ,CONE,WATER,200PK,WHT	PK	4BR	144	\$	4.49	\$	646.56
724461	CUP,HOT,PERFECTOUCH,12OZ,25/SL	PK	5342DX	135	\$	3.92	\$	529.20
946971	Deskpad,Mth,2clr,22x17,Blk	EA	SK11700011	374	\$	5.16	\$	1,929.84
947223	DESKPAD,MTH,ECO,22X17-1/8,BLK	EA	SK32G0011	101	\$	4.72	\$	476.72
947142	Deskpad,Mth,Fshn,22x17,Blue	EA	SK251711	70	\$	5.67	\$	396.90
941409	DESKPAD,MTH,RCYC,22X17	EA	503511	86	\$	3.60	\$	309.60
816453	DESKPAD,MTHLY,22X17,BLK,RCY	EA	SP24D0011	360	\$	1.38	\$	496.80
947421	DESKPAD,MTHLY,22X17,BLK	EA	SW2000011	349	\$	5.47	\$	1,909.03
947439	DESKPAD,MTH,RECYCLED,24X19,BLK	EA	SW2300011	71	\$	9.41	\$	668.11
816453	Deskpad,Mthly,22x17,Blk	EA	SP24D0011	1,081	\$	1.38	\$	1,491.78
947691	DIARY,DLY,REMINDER,6X8,RED	EA	SD3891311	82	\$	13.53	\$	1,109.46
625999	DISPENSER,PURL,MAXCAP,GY	EA	GOJ212006	71	\$	8.24	\$	585.04
574698	DIVIDER,A-Z,OD,LEATHER,BLACK	ST	OD574698	186	\$	1.28	\$	238.08
553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	AVE01701	121	\$	2.66	\$	321.86
553848	DIVIDER,LEGAL,A-Z,1 SET,WHITE	ST	AVE01700	347	\$	2.78	\$	964.66
110154	DIVIDER,TABBING,PRINT,80SETS	PK	16282	76	\$	2.95	\$	224.20
808985	DRIVE,FLASH,OD,2GB,ASTD	EA	ATMMD2GC2500P	71	\$	7.59	\$	538.89
569502	DRIVE,USB,4GB,TWIST TURN	EA	LJDTT4GBASBNA	94	\$	19.79	\$	1,860.26
784870	DRIVE,USB,SANDISK,4GB	EA	SDCZ36-004G-A11	64	\$	26.39	\$	1,688.96
329576	DUSTER,AIR,10OZ	EA	QPL0100	1,320	\$	5.85	\$	7,722.00
158265	DVD-R,SPINDLE,TDK,100/PK	PK	020356485207	54	\$	39.59	\$	2,137.86
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	CO125	82	\$	12.82	\$	1,051.24
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	78125	141	\$	6.42	\$	905.22
634000	ENVELOPE,#10,WIN,24#,500CT,WHT	BX	78170	155	\$	9.10	\$	1,410.50
560941	ENVELOPE,CD,50PK,WHITE	PK	9S5050W-OD1	287	\$	2.34	\$	671.58
330920	ENVELOPE,CLASP,10X15,100BX	BX	77998	94	\$	7.62	\$	716.28
330840	ENVELOPE,CLASP,28LB,#93,100BX	BX	77993	66	\$	6.13	\$	404.58
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	78997	118	\$	6.20	\$	731.60
341081	ENVELOPE,CLASP,9X12,BRN,100/BX	BX	CO990	95	\$	8.30	\$	788.50
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	78955	133	\$	4.11	\$	546.63
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	78990	239	\$	5.13	\$	1,226.07
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	77880	128	\$	10.36	\$	1,326.08
307512	ERASER,DRY ERASE,EXPO	EA	81505	353	\$	1.13	\$	398.89
371752	FILE,POCKET,LGL,3.5,EXP	EA	ETTP27E-EA	305	\$	1.77	\$	539.85
402139	FILE,STOR,LTR/LGL,ECONO,12/CT	CT	808337	171	\$	13.68	\$	2,339.28
940379	FILE,STORAGE,10.5X4.5X24L	EA	00005	58	\$	5.95	\$	345.10
940411	FILE,STORAGE,6X9.5X23.25	EA	00022	54	\$	5.85	\$	315.90

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940320	FILE,STRGE,ECOLOGIC,12X10X15	EA	12770EA	1,445	\$	4.17	\$	6,025.65
865140	FLASHDRIVE,2GB,ATIVA,JELLY,GRY	EA	ATMMD2GPEG	52	\$	12.23	\$	635.96
307959	FOLDER,CLASS,LETTER,2DIV	EA	C402-5A-2D-EA	4,147	\$	1.68	\$	6,966.96
304571	FOLDER,CLASS,LTR,2/5 1DIV,MLA	BX	13700	65	\$	12.66	\$	822.90
500181	FOLDER,CLASS,LTR,2/5,1DIV,GRN	EA	C402-5A-1D-GN	210	\$	1.61	\$	338.10
488684	FOLDER,CLASS,LTR,2/5,2-DIV,GRN	EA	C402-5A-2D-GN	566	\$	1.93	\$	1,092.38
803734	FOLDER,CLASS,LTR,2DIV,5PK,BLUE	PK	C4-2DSS-BEZ	69	\$	10.21	\$	704.49
919617	FOLDER,CLSF,1-DIV,LTR,4PRT,RED	EA	C402-5A-1D-BR	149	\$	1.61	\$	239.89
210617	FOLDER,ENDTAB,LTR,100BX,MNLA	BX	ET2-150L	63	\$	9.83	\$	619.29
315630	FOLDER,FILE,LGL,1/3 CUT,MAN	BX	153C	205	\$	9.94	\$	2,037.70
207126	FOLDER,FSTR,LTR,1/3CT,50BX,MNA	BX	2K2-153L-1&3	192	\$	11.69	\$	2,244.48
810945	FOLDER,HNG,LGL,1/3CUT,25BX,GRN	BX	810945	114	\$	6.96	\$	793.44
811018	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BX	811018	85	\$	6.61	\$	561.85
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	810929	258	\$	5.49	\$	1,416.42
810994	FOLDER,HNG,LTR,1/5CUT,25BX,GRN	BX	810994	150	\$	5.08	\$	762.00
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	810846	272	\$	7.76	\$	2,110.72
102236	FOLDER,LGL,2 FASTENERS,11PT	BX	2BET2-150C-1&3	55	\$	14.06	\$	773.30
937649	FOLDER,LGL,2PLY,MANILA.	BX	ET2-150C	121	\$	12.41	\$	1,501.61
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	810838	973	\$	6.00	\$	5,838.00
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	153L	377	\$	7.72	\$	2,910.44
316471	FOLDER,REINF TB,LTR,100BX,MNLA	BX	10334	89	\$	10.50	\$	934.50
936195	FOLDERS,CLASS,4SEC,LTR,RD/BN	EA	OD PU41 RED	215	\$	3.51	\$	754.65
390951	FOLDERS,CLASS,8SEC,LTR,GRN	EA	OD 98755	252	\$	2.15	\$	541.80
524017	FRAME,DELUXE,WOOD,11"X8.5"	EA	OD1002	82	\$	2.52	\$	206.64
490304	FRAME,DOC,PLST,8.5X11,CRAN/BLK	EA	OD1015	73	\$	2.93	\$	213.89
990361	FRAME,DOC,VENICE,8.5X11,MAH/BK	EA	OD1013	82	\$	5.04	\$	413.28
451225	FRAME,DOCU,8.5X11,GLOSS,BLACK	EA	OD1011	165	\$	2.61	\$	430.65
430074	FRAME,DOCUMENT,3PK,8.5X11,BLK	PK	OD1001	252	\$	2.83	\$	713.16
311278	FRAME,GALLERY WOOD,11X14,MAHOG	EA	OD1014	53	\$	5.35	\$	283.55
913946	GLORIA JEAN'S FR.VANILLA	BX	60051-046	63	\$	9.60	\$	604.80
864750	GMC R BREAKFAST BLEND KCUP	BX	6520	70	\$	9.60	\$	672.00
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	9652-12-CMR	281	\$	3.91	\$	1,098.71
525072	HIGHLIGHTER,ACCENT,12/PK,YLW	DZ	28025	58	\$	6.61	\$	383.38
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	25025	111	\$	4.16	\$	461.76
708586	HIGHLIGHTER,MAJ ACCENT,ASTD,DZ	DZ	25053	80	\$	4.16	\$	332.80
470211	INDEX,11X8.5,1-15TAB,MULTICLR	ST	11143	287	\$	2.10	\$	602.70
440520	INK CARTRIDGE,96,BLACK,HP	EA	C8767WN#140	105	\$	25.57	\$	2,684.85
440288	INK CARTRIDGE,BLACK,94,HP	EA	C8765WN#140	58	\$	18.06	\$	1,047.48
440480	INK CARTRIDGE,TRICOLOR,95,HP	EA	C8766WN#140	87	\$	20.72	\$	1,802.64
440648	INK CARTRIDGE,TRICOLOR,97,HP	EA	C9363WN#140	79	\$	28.60	\$	2,259.40
115743	INK,HP 45A,TWIN PACK,BLACK	PK	C6650FN#140	63	\$	49.50	\$	3,118.50
450390	Ink,HP 60,Black	EA	CC640WN#140	52	\$	11.94	\$	620.88
840908	INK,HP 74,BLACK	EA	CB335WN#140	69	\$	11.57	\$	798.33
842133	INK,HP 74XL,HIGH YIELD,BLACK	EA	CB336WN#140	52	\$	27.65	\$	1,437.80
715395	INK,HP 920,BLACK	EA	CD971AN#140	94	\$	18.99	\$	1,785.06
824690	INK,HP 940,BLACK	EA	C4902AN#140	58	\$	24.69	\$	1,432.02
112999	INK,HP 96,TWIN PACK,BLACK	PK	C9348FN#140	124	\$	48.52	\$	6,016.48
961679	INK,HP 96/97,COMBO,BLACK/COLOR	PK	C9353FN#140	81	\$	52.43	\$	4,246.83
108687	INK,HP 97,TWIN PACK,TRI-COLOR	PK	C9349FN#140	68	\$	56.34	\$	3,831.12
108540	INK,HP 98,TWIN PACK,BLACK	PK	C9514FN#140	65	\$	33.19	\$	2,157.35
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	21005-40	80	\$	6.35	\$	508.00
612011	LABEL,ADDR,OD,LSR,3000CT,WHITE	PK	904737	98	\$	7.76	\$	760.48

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757530	LABEL,C/CC,YR-10,250PK	PK	67910	154	\$	1.19	\$	183.26
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	5160	190	\$	15.15	\$	2,878.50
916460	LABEL,LSR,ADDR,WHT,750CT	PK	5260	97	\$	4.55	\$	441.35
753313	LABEL,SHIPPING,RL,2.5X4	RL	30256	73	\$	9.40	\$	686.20
108951	LAMP,ENX,APOLLO	EA	APOAENX	58	\$	34.86	\$	2,021.88
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	4675	129	\$	6.24	\$	804.96
654521	LYSOL SPRAY,LINEN SCENT,19OZ	EA	74828	182	\$	6.24	\$	1,135.68
525000	MARKER,PERM,SHARPI,FN,12PK,BLK	DZ	32701	94	\$	10.77	\$	1,012.38
451898	MARKER,PERM,UFINE,SHARP,DZ,BLK	DZ	37001	63	\$	5.22	\$	328.86
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	30001	359	\$	5.22	\$	1,873.98
203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	30002	58	\$	5.22	\$	302.76
162370	MONEY/RENT RECEIPT BK 2PT	EA	ABFDC2501	229	\$	0.94	\$	215.26
162354	MONEY/RENT RECEIPT BK 3PT	EA	TC1182	193	\$	3.56	\$	687.08
436857	MONEY/RENT RECEIPT SPIRAL	EA	SC1182	169	\$	3.60	\$	608.40
869832	MRKR,EXPO2,DE,CHSL PT,4PK,ASTD	PK	80653	83	\$	3.96	\$	328.68
204164	MRKR,SET,D/ERS,8CLR	ST	83078	85	\$	5.17	\$	439.45
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	654YW-12	209	\$	7.55	\$	1,577.95
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	OD-152Y	112	\$	1.68	\$	188.16
442369	NOTE,OD,3" X 3",18/PK,ASTD	PK	OD-3318A	76	\$	4.70	\$	357.20
420994	NOTE,OD,3" X 3",18/PK,YELLOW	PK	OD-3318Y	99	\$	4.70	\$	465.30
443296	NOTE,OD,3"X5",12PK,YELLOW	PK	OD-35Y	74	\$	5.17	\$	382.58
504808	NOTE,PST-IT,SSTCKY,4X6,5PK,YEL	PK	660-5SSCY	85	\$	6.76	\$	574.60
843877	NOTES,POPOP,OD,12PK,BRIGHT	PK	OD-3312PB	82	\$	4.70	\$	385.40
422588	NOTES,SELF STICK,RCY,18PK,YLW	PK	OD-3318YR	52	\$	6.67	\$	346.84
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	OD-3312D	87	\$	4.14	\$	360.18
717061	PAD,FINGERPRINT,(1000 PRINTS)	EA	717061	108	\$	3.21	\$	346.68
534904	PAD,GLUETOP,5X8,50 SHT,DZ,WHT	DZ	99432	56	\$	5.01	\$	280.56
268091	PAD,GUM,8.5X11,OD,WHT,LGL RLD	DZ	99409	65	\$	5.96	\$	387.40
480675	PAD,OD GRN,LTR,6PK,8.5X11,WHT	PK	99436	100	\$	4.79	\$	479.00
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	99421	98	\$	4.68	\$	458.64
306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	99422	208	\$	4.68	\$	973.44
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	99400	217	\$	4.78	\$	1,037.26
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	99401	423	\$	4.78	\$	2,021.94
307389	PAD,STENO,6X9,GREGG,DOZ,70SHT	DZ	99470	249	\$	7.50	\$	1,867.50
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	9074-0379	121	\$	2.15	\$	260.15
420935	PAPER,ASTRO,LTR,SLR YEL	RM	22531	75	\$	5.60	\$	420.00
462047	Paper,Brights,24#,8.5X11,Orang	RM	3R11573	55	\$	4.06	\$	223.30
727641	PAPER,COLOR COPY,11",8RM	CA	727641	71	\$	35.99	\$	2,555.29
343454	PAPER,COLOR,COPY,8.5x11,28#	RM	10246-7	96	\$	7.01	\$	672.96
813212	PAPER,COMP,14-7/8X11,GREEN BAR	CA	813212	110	\$	23.18	\$	2,549.80
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	3R11050	410	\$	5.28	\$	2,164.80
309996**	PAPER,COPY,8.5X11,22lb 94 (US )BRT,BON	CA	OD-AA RM	283	\$	3.15	\$	891.45
478156	PAPER,COPY,500-CT,8.5X11,LILAC	RM	3R11059	105	\$	5.28	\$	554.40
145113*	PAPER,8.5X11,20#,95BR,10CA,WHT	CA	MONPREST OD	3,449	\$	29.95	\$	103,297.55
345645	PAPER,COPY,8.5X11,5M/CT,GRN	RM	3R11051	380	\$	5.28	\$	2,006.40
345686	PAPER,COPY,8.5X11,GRD,5M/CT	RM	3R11055	244	\$	5.28	\$	1,288.32
345652	PAPER,COPY,8.5X11,PNK,5M/CT	RM	3R11052	218	\$	5.28	\$	1,151.04
345660	PAPER,COPY,8.5X11,YEL,5M/CT	RM	3R11053	502	\$	5.28	\$	2,650.56
675041	PAPER,COPY,ASTRO,LUNAR BLUE	RM	22521	60	\$	5.60	\$	336.00
940650	PAPER,CPY,RCY,8.5X11,20#,104BR	CA	651001OD	348	\$	36.82	\$	12,813.36
254250	PAPER,FORE 9000DP,8.5X11,WHITE	RM	103267RM	163	\$	7.23	\$	1,178.49
309996**	PAPER,COPY,8.5X11,22lb 94 (US )BRT,BON	CA	OD-AA CASE	378	\$	31.50	\$	11,907.00

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255888	PAPER,LASER PRINT,3 HP,WHITE	RM	107681	94	\$	6.98	\$	656.12
401331	PAPER,LASER PRINT,8.5X11,24,WE	RM	104604	166	\$	5.25	\$	871.50
940650**	PAPER,LTR,20#,RECY,MULTI 30% recycled	CA	651001OD	329	\$	36.82	\$	12,113.78
536640	PAPER,MP,OD,8.5 X11,10/CA,WHT	CA	953922OD	52	\$	42.87	\$	2,229.24
145113*	PAPER, 8.5X11, 20#, 95BR, 10CA, WHT	CA	MONPREST OD	300	\$	29.95	\$	8,985.00
109282	PAPER,THRML,3-1/8X230,OD,10PK	PK	9078-0514	67	\$	7.65	\$	512.55
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	33311	1,783	\$	1.41	\$	2,514.03
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	33111	780	\$	1.41	\$	1,099.80
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	633-01	89	\$	4.20	\$	373.80
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	631-01	89	\$	4.20	\$	373.80
524912	PEN,BP,RT,MED,FLXGRIP,12PK,BLK	DZ	88102/85580	74	\$	6.49	\$	480.26
524928	PEN,BP,RT,MED,FLXGRIP,12PK,BLU	DZ	88104/85581	59	\$	6.49	\$	382.91
811950	PEN,CLIC,STIC,BIC,BLACK	DZ	BICCSM11BK	127	\$	6.17	\$	783.59
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	84201	59	\$	7.10	\$	418.90
525120	PEN,GEL,RT,UNI-BALL,7MM,DZ,BLU	DZ	33951	67	\$	9.18	\$	615.06
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	GSMG11BK	170	\$	3.79	\$	644.30
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	GSMG11BE	106	\$	2.84	\$	301.04
479608	PEN,RET,BP,1.0MM,12/PK,BLK	DZ	RTP-030040	213	\$	2.50	\$	532.50
479560	PEN,RET,BP,1.0MM,12/PK,BLUE	DZ	RTP-030038	251	\$	2.50	\$	627.50
790761	PEN,RETRACT,G-2,BK,FN	DZ	31020	80	\$	8.36	\$	668.80
790801	PEN,RETRACT,G-2,FN,BLUE	DZ	31021	141	\$	8.36	\$	1,178.76
152320	PEN,RETRACTABLE,MED,DZ,BLACK	DZ	30005	88	\$	8.20	\$	721.60
234200	PEN,RT,SOFT GRIP,12PK,BLUE	PK	RTP-037317	195	\$	2.59	\$	505.05
733601	PENCIL,#2,OD,72/BX	BX	20395	442	\$	2.55	\$	1,127.10
940293	PLANNER,MTH,APPT,9X11,BLK	EA	702600511	189	\$	6.29	\$	1,188.81
956961	POCKET,END TB,3.5EXP,LGL,RD RP	EA	ET1526E	260	\$	1.13	\$	293.80
917281	POCKET,FILE,LETTER,5.25" CAP	BX	1534G	99	\$	8.10	\$	801.90
808584	POCKET,FILE,LGL,5.25IN,STRT,RR	BX	1536G	84	\$	9.42	\$	791.28
371761	POCKET,FILE,LTR,3.5,EXP	EA	ETTP25E-EA	317	\$	1.51	\$	478.67
937979	POCKET,LGL,MLA,STRCUT,DBL	EA	ETM1526EEA	470	\$	1.08	\$	507.60
937961	POCKET,STRT ET LTR 3.5" MLA.	EA	ETM1524EEA	965	\$	0.92	\$	887.80
681114	PORTFOLIO,2PKT,3PRONG,ASST COLORS	EA	RTP-002441-HD-087-08	1,498	\$	0.47	\$	704.06
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	653A	125	\$	3.48	\$	435.00
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	R-335	75	\$	4.35	\$	326.25
535704	POUCH,LAMINATING,LETTER SIZE	PK	58003	142	\$	7.31	\$	1,038.02
393122	PPR,MULTIPURPOSE,96BRIGHT,#24	RM	10581-0	276	\$	5.12	\$	1,413.12
207779	PRINT CARTRIDGE,FAX,PC201	EA	PC201	54	\$	22.43	\$	1,211.22
498831	PROTECT,SHT,OD,HVY,NGL,50/BOX	BX	ODSP09	121	\$	3.19	\$	385.99
514510	PURELL,OCEANMIST,8OZ,BLUE	EA	3012-12-CMR	146	\$	3.64	\$	531.44
513470	RECEPTACLE,REC,SJIM W/V CHNL	EA	354007 BLUE	244	\$	21.83	\$	5,326.52
513088	REEL,CARD,ID,2/PK	PK	RTP-036307	276	\$	1.16	\$	320.16
259498	REFILL,DEPOT,W/CR,3.5X6	EA	SP717D5010	419	\$	3.13	\$	1,311.47
750155	Refill,Dly,2 Color,4x6,White	EA	E0175010	88	\$	3.80	\$	334.40
750215	Refill,Dly,Dsk,3-1/2x6	EA	E717R5010	143	\$	2.41	\$	344.63
411033	REFILL,PAD,POP N JOT,12PK	PK	R330-YW	76	\$	8.16	\$	620.16
480061	RIBBON,ML100,SERIES/320/321	EA	OKI52102001	182	\$	9.52	\$	1,732.64
909663	RUBBERBAND,SIZE 19,1LB	BX	20195	77	\$	3.64	\$	280.28
625966	SANITIZER,HND,PURL,1000ML	EA	GOJ215608	193	\$	9.19	\$	1,773.67
375675	SCISSORS,FSK,STRT,LH/RH,8",ORN	PR	01-004342	81	\$	4.47	\$	362.07
908996	SHARPENER,PENCIL,MODEL,KS	EA	1031	59	\$	6.80	\$	401.20
593095	SOAP,LIQUID,GALLON,SOFTSOAP	GA	1900	53	\$	11.12	\$	589.36
221051	STAPLE,1/4",15-25 SHT,5000BX	BX	35450	306	\$	1.32	\$	403.92

RFI #11-05I -- Office Supplies  
Request for Information

Attachment A  
Pricing Matrix for Office Supplies

908194	STAPLER,DESK,STD,FULL,BLACK	EA	44401	143	\$	7.70	\$	1,101.10
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	54501	240	\$	4.66	\$	1,118.40
549014	STAPLER,ELECTRIC,BLACK	EA	02210	71	\$	28.66	\$	2,034.86
432255	STAPLES,STANDARD,5 PACK	PK	6001-5PK	106	\$	2.60	\$	275.60
575341	TAPE,ACITAPE,,.75X1296",OD,10PK	PK	OD420	300	\$	8.62	\$	2,586.00
890620	TAPE,AUDIO,D90,4PK	PK	020356164218	482	\$	6.59	\$	3,176.38
479596	TAPE,BLACK ON WHITE,2PK	EA	TZ2312PK	87	\$	11.88	\$	1,033.56
576481	TAPE,CORRECTION,2PK,WHITE	PK	01005	315	\$	1.67	\$	526.05
699459	TAPE,CORRECTION,6PK,ASTD	PK	RTP-002127	127	\$	3.15	\$	400.05
254089	TAPE,CORRECTION,LP DRYLINE,2PK	PK	6624	622	\$	2.75	\$	1,710.50
166702	TAPE,CORRECTION,MONO	EA	68620	860	\$	1.39	\$	1,195.40
369589	TAPE,CORRECTION,MONO RETRO,4PK	PK	68679	92	\$	5.30	\$	487.60
419907	TAPE,CORRECTION,MONO,2PK,WHITE	PK	68627	174	\$	2.72	\$	473.28
473576	TAPE,INVISIBLE,3/4"X1296",PK16	PK	OD-P16	73	\$	11.49	\$	838.77
520928	TAPE,INVISIBLE,3/4X1000,10/PK	PK	OD44101	101	\$	7.72	\$	779.72
277294	TAPE,LABELER,BLK ON WHT,1/2IN	EA	M231	69	\$	3.57	\$	246.33
239400	TAPE,LETTERING,.5",BLACK/WHITE	EA	TZ-231	577	\$	6.46	\$	3,727.42
239384	TAPE,LETTERING,PT340/PT540	EA	TZ-241	129	\$	7.48	\$	964.92
301366	TAPE,MASKING,1"X60 YDS,3M	EA	234-1PK-1"	196	\$	2.96	\$	580.16
489461	TAPE,MGC,SCTH,3/4"X1000",10PK	PK	810P10K	167	\$	13.16	\$	2,197.72
547174	TAPE,PACKING,TRANSPARENT,4PK	PK	3750-RDTT	70	\$	12.17	\$	851.90
432847	TONER,10A,SMART PRINT	EA	Q2610A	59	\$	110.43	\$	6,515.37
463865	TONER,HP 36A,BLACK	EA	CB436A	98	\$	68.01	\$	6,664.98
114756	TONER,HP 51A,LASERJET,BLACK	EA	Q7551A	136	\$	125.90	\$	17,122.40
878270	TONER,HP CE505A,BLACK	EA	CE505A	61	\$	77.32	\$	4,716.52
970568	TONER,LASER,BROTHER TN350BLK	EA	TN350	128	\$	44.87	\$	5,743.36
808256	TONER,LJ 2100 SERIES,96A	EA	C4096A	102	\$	91.80	\$	9,363.60
997541	TONER,MFC8300,TN430,STD	EA	TN430	52	\$	44.87	\$	2,333.24
776184	TONER,Q5949A,HP,BLK	EA	Q5949A	73	\$	65.37	\$	4,772.01
286934	TONER,ULTRA PRECISE,27X	EA	C4127X	52	\$	117.36	\$	6,102.72
656368	TOTE,FILE,LRG,LETTER/LEGAL,BLUE	EA	50635	85	\$	2.94	\$	249.90
564070	TYLENOL,EXTRA-STRENGTH,50/BOX	BX	44910	75	\$	11.99	\$	899.25
911559	UPS,BATTERY BACK-UP,ES 550	EA	BE550G	117	\$	60.06	\$	7,027.02
992289	WALLET,PART,6-PKT,14.75X9.5,LL	EA	L1375GL	118	\$	3.28	\$	387.04
405475	WIPES,CLOROX,75CT,LAVENDAR	EA	1761	72	\$	3.94	\$	283.68
821808	WIPES,DISINFECTANT,CLOROX	EA	15949	144	\$	5.98	\$	861.12
984560	WIPES,DISINFECTING,CLOROX	EA	15948	79	\$	5.98	\$	472.42
939760	WIPES,LYSOL SNTZNG,SPRNG,80CT	EA	77925	114	\$	5.29	\$	603.06
512112	WIPES,LYSOL,CITRUS SCENT,80CT	EA	77182	303	\$	5.29	\$	1,602.87
							<b>TOTAL:</b>	<b>\$ 587,207.98</b>

\* New Office Depot Private Brand, replaces Red Top.

\*\* Office Depot Private Brand, matching or better specs, substitution.

Dated goods are updated to 2011 versions.

**Provide Discount off of List Price:**

**Please see Attachment B**

# Office DEPOT.

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## Attachment B

**Question 6: Please provide a synopsis of any blanket discounts off of your pricing:**

Office Depot's pricing as offered on the State of Florida Contract is:

	<b>National Brand</b>	<b>National Brand</b>	<b>Generic/ Private Brand</b>	<b>Generic/ Private Brand</b>
<b>Product Category</b>	<b>National Brand Core</b>	<b>National Brand Non-Core</b>	<b>Core</b>	<b>Non-Core</b>
Breakroom & Cleaning Supplies	40%	40%	55%	55%
Consumables	66%	66%	79%	79%
Folders, Binders & Accessories	70%	70%	75%	75%
Toner - HP	35%	35%	-	-
Toner - Non HP	32%	32%	61%	61%
IT Peripherals	34%	34%	32%	32%
Equipment	30%	30%	36%	36%
Toner - Reman	-	63%	63%	63%
Paper - Other	-	60%	71%	71%
Paper - 20# White (Recycled and Virgin)	-	-	79%	79%

National Brand Core List - 344 Items, Generic/Private Brand Core List - 88 Items

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## Attachment C

### **Question 12: Is your on-line ordering system structured in such a manner to allow for multiple approval levels which may be customized for individual agencies?**

Yes, Office Depot provides an on-line automated email approval hierarchy process to help customers more closely manage their office supply budgets. This approval structure is set up during contract implementation and can be modified at any time as required by the customer.

#### Automated Approval

Currently, our system offers a single approver option, or up to 11 approval levels, that can be accomplished within an approval workflow. Each approval level within a workflow can be directed to one approver or to a group of approvers. If an associate tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the associate and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out to designate someone else to approve in their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that contain only contract items. This automated approval process is implemented in the beginning stages of your account.

Within the Office Depot system, each end-user has a unique identification number and password to ensure that only that person is authorized to access the Office Depot catalog. Each unique profile is tied to your specific cost centers, ship to locations, purchase levels and spending limits.

The Super User sets up a "User Profile" for each new user of the system. Each user is given "permissions" during the original implementation by the designated Super User.

At the bottom part of the screen, you will see a heading "User Settings and Permissions." Under each category, the user is given permission (or denied access) to each shopping decision.

For example, you will see drop-down menus following the words, “This user can...”

- Select Any, Use only Default or Select from Specified list of Ship To
- Select Any, Use only Default or Select from Specified list of PO Number
- Select Any, Use only Default or Select from Specified list of Release
- Select Any, Use only Default or Select from Specified list of Cost Center
- Place and Release Orders
- Query Any Placed Orders
- Modify Placed Orders
- Cannot purchase restricted items, etc.

This section is followed by “Dollar Limits” (Per Unit Price, Per Extended Line Item, Per Order). You can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## **Attachment D**

**Question 20: If you do not have a minimum dollar value for orders, do you charge any additional fees to deliver items under a certain dollar value?**

YES, however, the minimum order delivery fee has been waived for the first year of the State of Florida Contract. Additional freight charges may apply for items exceeding 70 lbs in weight and / or 110” length/width, furniture, special orders and or rush deliveries.

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## Attachment E

**Question 25: Please detail your return policy which provides for the return of incorrect merchandise:**

**Question 28: Please provide information regarding your policy for providing credit(s) for incorrect orders:**

Office Depot's strength lies in our flexibility, and we are committed to providing the SE Florida Governmental Purchasing Cooperative with a flexible program and procedure for returned or damaged goods. Returns are handled in a fashion that is unique to our industry. Credit pickups are keyed into our system like orders. A pick ticket will be printed in our distribution center and the return will be picked up at no charge and the credit made to the account within 5 business days. Credit/returns are tracked through our system, and reports are generated daily. Most products (see below for specifics) can be returned for full credit within 30 days of the purchase date for any reason, if the product is in sellable condition and in the original manufacturer's container.

### Return Policy

Your complete satisfaction is our primary concern. For returns, please contact your Customer Service Representative. Furniture, computers, monitors, printers, scanners, faxes and all-in-one machines, with accessories in original packaging, can be returned within 14 days after purchase for a full refund. Notebooks, PCs and opened software (with accessories in original packaging) can be exchanged for the same item within 14 days of purchase.

Folding chairs and tables, which are out of their original carton, may not be returned. All custom ordered products, furniture and chairs are made to your specific request and are excluded from this policy and cannot be returned

We apologize, but returns on stocked furniture are subject to a freight and/or restocking charge, and must be in new condition.

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## **Attachment F**

**Question 27: Do you provide dedicated inside customer service support specifically dedicated to serving governmental clients using your agreement?**

National Account Customer Service Desk

The Office Depot National and Local Sales Team will be available to all SE Florida Governmental Purchasing Cooperative locations. The National Customer Service Desk is available by phone and fax Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. (EST).

The National Customer Service Desk is located in Boca Raton, FL. This group consists of many dedicated Customer Service Representatives. This group is designed specifically for complex accounts with multiple locations and office supply spend of \$1 million and above annually. This service offers one point of contact contract wide and dramatically improves the consistency of service, by utilizing a core group of customer service professionals exclusively dedicated to managing our public sector customer's needs.

Our National Account Service Desk has several designated lines for public sector accounts. Our Customer Service Team is highly empowered and skilled. They were able to resolve more than 98% of customer inquiries during 2009 on the initial call. Our Florida based resources available to support SE Florida Governmental Purchasing Cooperative members and their buyers are:

- Customer service
  - Dedicated customer service team - approx. 60 agents
  - Service hours 7:00AM – 8:00PM EST Monday – Friday
  - Dedicated toll free number (888-777-4044)
  - 98% one call resolution
  - Continuous improvement via random “Voice of the Customer” surveys
  - Multiple “Stevie Awards” for exceptional customer service

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## Attachment G

**Question 29: Please provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients, and what process is required to obtain reports:**

### Reporting Capabilities

If you cannot measure it you cannot manage it.

One of the most powerful tools Office Depot offers is extensive usage and tracking reports of your office products and services spend. This information is specific to the overall program for the entire SE Florida Governmental Purchasing Cooperative Account covering all products, orders, and spend for each location and the account in total. Office Depot and Members of the SE Florida Governmental Purchasing Cooperative will mutually schedule a quarterly review process. We will assist you with analyzing your spend and usage data. This will allow you to drive greater usage to the SE Florida Governmental Purchasing Cooperative contract core list, identify rogue spending outside your endorsed contract stationer, and see actual product usage by location.

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

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

- Product Description
- Contact Name
- Order Source
- Customer Size

The media type used can be CD, paper or email (Excel or CSV file). Formats and reports available include, but are not limited, to the following options:

- Usage Reporting
- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number
- Cost Savings Opportunity Reporting
- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description
- Order Method Reporting
- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card
- Distribution Cost Reporting (Average order size)
- Customer number
- Ship-to or location number

## Product Reporting

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

We also have the ability to send your reports electronically via e-mail within 48-72 hours of your request. The usual format is Excel, but you can be set up to receive CSV files automatically by e-mail.

As an endorsed vendor, Office Depot will identify the reports required and their formats. They can be sent on a prescheduled basis or by request. You are not limited to the formats and can request customized reports at any time.

## Online Reporting

General account and order information is available through the Internet for a period of 12 months. Online reporting is available on our contract Website and is simple to use. This first line of reporting provides immediate access to current data from the last year for the location(s) the user is permitted to view. This reporting permits, among other things, review of spend for the month, or the year, to compare with your planned budget. Our system provides the ability to:

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

During the implementation phase, your Super User will designate those SE Florida Governmental Purchasing Cooperative end users who will have access to view your online reports and the types of reports each may view.

Request for information – 11-051 Office Supplies for the SE Florida Governmental Purchasing Cooperative.

## Attachment H

**Question 30: Please provide information about any “Green” initiatives supported by your firm, which would assist Co-op members in meeting requirements for sustainable procurements:**

We work with our suppliers to Increasingly Buy Green • Recycled offerings: In 2002, we offered around 2000 products with recycled content - we now have over 6,000. That is more items with recycled content than claimed by our nearest competitors (Staples, Office Max). We also have hundreds more with other environmental benefits.

- Sustainable forestry: In 2004, we stopped sourcing cut-sheet paper from Asia Pulp & Paper in Indonesia because of environmental concerns. In 2008, our major competitor in North America followed suit. We also launched the Forest & Biodiversity Conservation Alliance, a \$2.2M 5 year partnership with Conservation International, NatureServe and the Nature Conservancy – possibly one of largest commitments by a corporation to support sustainable forestry.
- Office Depot Green: In 2008, we launched the industry’s first private brand of environmentally preferable products. The Office Depot Green range will grow to include almost everything for a greener office. Recycled items in the brand contain at least 30% post consumer content, the brand is PVC-free and products are packaged in one consistent, visually striking design. We work internally to Increasingly Be Green.
- Reducing Waste & Recycling: Our waste reduction and recycling efforts cross our operations – from stores, to warehouses, to offices. We have recycled more than 50,000 tons of corrugated cardboard since 2004.
- Reducing Energy & Greenhouse Gases: By investing \$20M in efficiency we reduced greenhouse gases from North American facilities by over 10%. Also, as of April 2008, we were the only US office products company with membership in the US Green Building Council and the only one with a Retail Store prototype pre-certified to Leadership in Energy & Environmental Design (LEED) standards under the USGBC's Volume Certification program. We are the only company in our industry with a LEED EB Gold certified headquarters building.

- **Reducing Fuel & Greenhouse Gases:** By converting most of our delivery vehicles to aerodynamic Sprinter Vans, we reduced greenhouse gas from delivery by about 10% in 2006 and again in 2007. Our vans are 40% more fuel efficient than “ box trucks ” typically used by competitors. Also, as of April 2008, we were the only office products company in the US to track carbon emissions from delivery – and won an award from the US EPA for this effort. By choosing Office Depot, your delivery supply chain carbon footprint is likely to be lower. We support our customers and Increasingly Sell Green.
- **Green Book Catalogs:** In 2003, we launched the US office industry ’ s first “ Green Book ” of environmentally preferable products. Every year since then we have increased the number of products and amount of education in these books. Our competitors have just started following our lead.
- **Green Online Tools:** In 2007, we created the office product industry ’ s first virtual catalog – an online replica of The Green Book. We also launched [www.officedepot.com/buygreen](http://www.officedepot.com/buygreen) - the office supply retail industry ’ s first website of environmentally preferable products.
- **Recycled & Green Spend Reports:** As part of our Business Review, we provide customers “ Recycled Spend ” reports. These show spend on products with 10% or more recycled content. We can also show “ Green Spend % ” - spend on products in The Green Book.

Our current Corporate Citizenship Report provides a broader understanding of how our company implements our vision to Increasingly Buy Green, Be Green and Sell Green. This report is available on our website at <http://www.officedepot.cc/environment/> . We have also included a copy with this response.

Office Depot offers Greenguard certified furniture and Greenseal certified cleaners to meet these IAQ requirements. We are constantly seeking more items that will help the indoor environment.

Our policy is to increasingly buy green, use green, and sell green....and adding new products every year with improved IAQ is part of that policy.

Office Depot is currently working with MIT on a Life Cycle Analysis (LCA) for paper. We are also working with our main supplier of remanufactured ink and toner to pursue life-cycle based certification. When completed, Office Depot will be the first in our industry to offer third-party certified ink and toner cartridges.

## Measuring our GREEN performance

Office Depot uses an "environmental dashboard" with ten Environmental Key Performance Indicators and thirty sub-indicators to rate our GREEN performance. This tool is available to our customers if they wish to measure their GREEN efforts. The ten major indicators are listed below:

1. Estimated number of active SKUs with green attributes
2. Estimated percent of marketing papers from certified "well -managed forests"

3. Estimated green spend percentage (internal spend on greener office products)
4. Estimated percent of materials recycled vs. landfilled
5. Estimated metric tons of CO2 emissions from facilities (not counting offsets)
6. Estimated metric tons of CO2 emissions from logistics and customer delivery
7. Estimated total sales of products with green attributes
8. Estimated average PCR (Post Consumer Recycled) % Cut Sheet Paper Sold (all channels, incl paper sold to OD for internal use)
9. Estimated percent by weight of cut-sheet paper sold from certified "well -managed forests"
10. Estimated Average PCR % Paper-Only Products Sold & Used (Rough Estimate based on % PCR in Specific Categories of Paper Products)

## Our Current and Future GREEN Plans

In the U.S., Office Depot offers more than 6,500 products with environmental attributes and certifications. This includes over 4,500 items with recycled content, over a thousand energy efficient technology and lighting products, and hundreds of items certified to be made with safer chemicals. To reduce its own environmental footprint, Office Depot has focused primarily on the following initiatives:

- **Green Building Design & Operations:**

Office Depot is leading the office products industry in Leadership in Energy and Environmental Design (LEED) certification. Office Depot will be the first office products company to support LEED certification for all of its major building types in N.A. In addition, the Company has achieved ISO14001 certification for most of its major locations in Europe, and BREEAM certification for its new UK Headquarters. In 2008, the Company built the world's first LEED Gold certified store prototype in Austin, TX, and more recently announced a bold move to pursue LEED for Commercial Interiors (CI) certification for new Office Depot stores in North America beginning in June 2010. The Company has recently received LEED for Existing Buildings (EB) Gold certification at its Global Headquarters in Boca Raton, Florida, and is working on certifying its new combination warehouse facility in Newville, PA.

- **Carbon Reduction and Carbon Balancing Innovations:**

Office Depot has a long history of implementing initiatives to reduce carbon emissions. In the United Kingdom, Office Depot has begun delivery of office products on bicycles within the city of London; in the U.S., the Company is piloting Compressed Natural Gas vehicles and has launched a unique partnership with NextEra™, North America's largest producer of wind and solar power. To launch the partnership, Office Depot balanced the entire carbon footprint of the NASCAR race at Phoenix International Raceway, and launched a Greener Shipping solution, which provides unique incentives to encourage customers to reduce the carbon footprint associated with the delivery of office products.

Below is a list of Office Depot's new green initiatives, being implemented in April 2010 and beyond.

## New Initiatives to Increasingly Buy Green

- **Global Green Brand Strategy:** Office Depot is launching a new global brand strategy including a new umbrella theme and identity for green.
- **100% Post-Consumer Recycled Paper:** Office Depot will introduce EnviroCopy 100% post consumer recycled, Forest Stewardship Council (FSC) certified copy paper into all Office Depot retail stores in North America.
- **Carbon Neutral Paper Certification:** Office Depot will pursue Green-e certification for the company's EnviroCopy 100% recycled copy paper to help customers understand that the paper is certified to be carbon-neutral.
- **New Leaf Relationship:** Office Depot plans to expand its relationship with environmental pioneer New Leaf Paper by adding more New Leaf products to its product assortment.
- **EcoLogo Certification:** The Company will pursue EcoLogo certification for Office Depot Private Brand remanufactured ink and toner cartridges.
- **Premium Green Printing:** Office Depot's Copy & Print Depot will expand the availability of 100% post-consumer recycled printing and binding solutions under a new initiative dubbed Premium Green Printing.
- **FSC Certification for Regional Print Facilities (RPFs):** Office Depot will pursue FSC Certification for all Regional Print Facilities, allowing customers to have an unbroken FSC chain of custody for print jobs run through Office Depot.
- **FSC Certified Marketing Papers:** Office Depot will seek FSC certified paper for over 40% of its advertising and marketing paper needs, and Sustainable Forestry Initiative (SFI) or Community Supported Agriculture (CSA) certified paper for over 40% of its remaining needs.
- **Carbon-Neutral Catalog Paper in Europe:** Office Depot will transition its European catalog to certified carbon neutral paper for all its marketing efforts in 2010.
- **Sustainable Purchasing Policy:** Office Depot will implement a new Sustainable Purchasing policy at the Company's Global Headquarters in Boca Raton, Florida.

## New Initiatives to Increasingly Be Green

- **Bicycle Deliveries in the UK:** Office Depot switched from vans to bicycles for 75% of its product deliveries within London. By introducing six bicycles and removing six vans, the Company will reduce its carbon dioxide emissions from 320kg daily to 80kg.
- **LEED Certification at Global Headquarters:** Office Depot has gained LEED for EB Gold certification at its headquarters -- and is the first office supply company to have a LEED certified HQ building.
- **Battery Recycling:** Office Depot will implement a new recycling initiative at its corporate headquarters to take back dry-cell batteries.
- **Green Cleaning:** Office Depot has transitioned to green cleaning products and micro-fiber based cloths for mopping and cleaning at its headquarters.
- **Carbon-Balanced Buildings:** Office Depot's Global HQ and all new retail stores in North America will be made Carbon Neutral in 2010 with the purchase of Renewable Energy Credits from NextEra Energy.

- Carbon-Balancing NASCAR race in Phoenix: Office Depot partnered with NextEra Energy to carbon balance the entire NASCAR Subway Fresh Fit 600 at Phoenix International Raceway, including cars, team transportation and fan transportation to the event.
- Lamp-Removal from Store Fixtures: Office Depot will roll out a program to add reflectors and remove lamps from store fixtures –helping reduce up to one third of the energy per fixture.
- EcoSmart Implementation in Europe: Office Depot will pursue an EcoSmart program to take back a variety of waste from the Office Depot European HQ, and turn the waste into usable items for use within the building.
- LEED Certification at U.S. Combo Facility: Office Depot will pursue LEED certification for its new combination warehouse facility in Newville, PA.
- Reusable Tote Delivery: Office Depot will expand its reusable tote pilot program to deliver products to contract customers in North America.
- Compressed Natural Gas Vehicle Pilot: Office Depot will pilot the use of Compressed Natural Gas (CNG) vehicles in its Austin, TX and Atlanta, GA markets.

## New Initiatives to Increasingly Sell Green

- Grow Greener Marketing Campaign: Office Depot launched an integrated multichannel marketing campaign in N.A. and Europe under the theme “Grow Greener.”
- Environmental Consulting Solution: Office Depot will launch a consulting solution through which Public Sector agencies, Higher Education customers and Private Sector green teams will be offered free consulting from experts at the Responsible Purchasing Network (RPN). Through this program, RPN consultants will help Office Depot customers develop and implement comprehensive programs to green their offices.
- Green Catalogs: Office Depot will launch a series of mini Green Book Catalogs to educate customers and showcase products to help businesses grow greener.
- Greener Alternatives Tool: Office Depot will expand its Greener Alternatives Tool to include additional environmental attributes beyond “recycled.” This tool helps contract customers find greener options that can potentially replace their high-volume purchases.
- Greener Shipping Program: Office Depot launched a new Greener Shipping program in partnership with NextEra Energy. This program helps encourage contract customers to reduce delivery frequency and associated carbon emissions.
- Grow Greener Microsite: Available at [www.officedepotgrowgreener.com](http://www.officedepotgrowgreener.com), the site helps customers Grow Greener by providing tips, featuring green products and offers, and soliciting ideas from site visitors to help other businesses grow greener.
- Green Solutions Website: Office Depot will launch a solutions page to showcase solutions to help customers implement greener practices such as recycling, carbon-offsetting and employee engagement.
- Green Facebook page: Office Depot turns its Facebook page green. The page, [www.facebook.com/officedepot](http://www.facebook.com/officedepot), was expanded to include greener products, associate testimonials, tips and polls.
- Green Store Signage: Office Depot will create new green signage for Office Depot stores in North America to encourage retail shoppers to grow greener.

- Tech Trade-In, Trade-Up Event: Customers are invited to trade-in their old office equipment or electronic waste at any Office Depot retail store and receive instant savings on new qualifying notebook computers, printers, cameras and shredders. Details are available at [www.officedepotgrowgreener.com](http://www.officedepotgrowgreener.com).



**Office DEPOT®**

**State of Florida Office  
and Educational  
Consumables Contract**



# Agenda

- Office Depot's Relationship with the State of Florida
- Overview of the Solicitation
- Overview of the Pricing Structure
- Office Depot Advantages
- Summary

# Our Relationship With The State Of Florida

- Office Depot has had a long partnership with the State of Florida
  - 1997 Pilot Vendor Program for Department of Children and Families
  - 1999 Multi-Vendor Award
  - 2003 Single Award State Term Contract for Office Supplies
    - 2004 Integrated Office Depot internet site into MFMP (My Florida Marketplace)
      - Provided system mapping information to MFMP to encrypt p-card numbers
      - Successfully tested CXML e-invoice process & completed roll out to the entire State
  - 2007 Contract renewed and moved to U.S. Communities as an Alternative Contract Source
    - 2008 Implemented State initiative for EFT process in payments to Office Depot
    - 2009 Implemented Bill Management System
      - Providing customers with real time access in account receivables & payment processing
  - 2010 Multi-Awarded contract for Office and Educational Consumables

# Recent Solicitation Summary

- The State partnered with Accenture and began the process in January 2010
- ITN (Invitation to Negotiate) based on \$42M Annual Spend
- Recent legislation requires that the Office and Educational Consumables contract be awarded to a minimum of 3 vendors
- Vendors were allowed to bid for either Statewide or Regional coverage
- Initial round had 9 vendors
  - 4 vendors were selected for further negotiations based upon meeting a minimum technical score excluding price
    - Office Depot, Staples, Leitz and Reed and Gulf Coast
- Office Depot and the other vendors participated in 4 rounds of negotiations and several Public Meetings
- Best and Final Offers were submitted Tuesday August 10
- The State purchasing team made its recommendation on August 12
- The State announced an intent to award on August 23 and the award was effective on September 8. The award was provided to the following 3 vendors
  - Office Depot (Statewide), Staples (Statewide) and Gulf Coast (Region 1)

# Key ITN Points

- The solicitation was an 8 month process, with Accenture as a consultant to the State
- The new contract is a 3 year contract; the State has the potential to renew for up to 3 additional years
- All pricing is based on a Discount from List Price
  - SP Richards List price must be used for all items where the vendor carries an exact product match
  - Manufacturer or Vendor list price is used for items not in the SPR catalog and Generic products
  - Pricing is fixed until first quarter 2011 and then updates on a quarterly basis
- Specific SLAs (Service Level Agreements)
  - Delivery Timing- 95% or greater, 2 business day delivery
  - Order Accuracy- order accuracy rate of 98% or greater
  - Order Completeness / Fill Rate- order fill rate of 95% or greater
  - Backorder Fill - Ship backorders within five (5) calendar days, unless special circumstances apply
  - Price Accuracy - Price accuracy rate of 99.5% or greater
- Monthly and quarterly vendor reporting
- Monthly and annual third party pricing audits

# Results Of State ITN

- Office Depot had the best statewide combined technical and pricing score
  - Based upon the State's evaluation and the pricing released from the State, Office Depot had the lowest price
    - Staples is 4% higher
    - Gulf Coast is 1.9% higher
  - Office Depot has the largest selection of products available under the State Contract
    - Office Depot 16,210, Staples 10,810 and Gulf Coast 10,481 items
    - Office Depot product selection is **49.9%** larger than Staples and **54.6%** larger than Gulf Coast
  - Office Depot had the highest score on the 7 qualification questions
    - 18% higher than Staples and 34% higher than Gulf Coast
- \* Source of information State of Florida Department of Management Services documents Memorandum – ITN No. 618-001-10-1 Office and Educational Consumables - Recommendation to Award dated August 19, 2010 and posted to Vendor Bid System August 23, 2010, Bid Proposal Negotiations Tabulation and Vendors Proposed Catalog Files

# State Of Florida Technical Evaluation Questions

Office Depot scored 18% higher than Staples and 34% higher than Gulf Coast

Questions	Office Depot	Staples	Gulf Coast
Q1. Describe the customer service team that will be dedicated to the State of Florida account, including the team structure and how State of Florida users will be able to contact your company for customer service.	40	36.67	30
Q2. Describe your company's disaster recovery capabilities that minimize the risk of your online ordering system / punch-out site being unavailable, and how your company minimizes the risk of critical user and ordering data being permanently lost or sensitive data (e.g., credit card information) disclosed.	30	23.33	26.67
Q3. Describe your company's capabilities to support Florida customers to resume operations after a disaster.	30	16.67	20
Q4. Indicate how many retail stores (if any) that your company has in the State of Florida. Describe your ability to support customers with retail stores and how you will honor State of Florida contract prices for customers that make in-store purchases.	30	30	20
Q5. The State of Florida seeks an efficient process to help users identify items on the contract that are: (1) Lowest Price Items, (2) Core Items, (3) Items containing recycled material, (4) Items eligible to be on the Florida Climate Friendly Products List (See Section 5.13.2 of the ITN for details). How will your company identify Lowest Price, Core, Recycled and Climate Friendly items on your punch-out and online catalogs?	46.67	46.67	36.67
Q6. Explain your company's online reporting capabilities that you will provide State of Florida Customers. Does your company offer online standard and ad hoc reports, including shipping information, purchase order history, total purchases by user / location / entity?	40	36.67	23.33
Q7. Explain how your company will support the contract transition process on both the front-end and back-end of the contract.	20	10	20
<b>Total Score on Evaluated Questions</b>	<b>236.67</b>	<b>200.01</b>	<b>176.67</b>

# Office Depot Discounts For Contract Items

	National Brand	National Brand	Generic/ Private Brand	Generic/ Private Brand
Product Category	National Brand Core	National Brand Non-Core	Core	Non-Core
Breakroom & Cleaning Supplies	40%	40%	55%	55%
Consumables	66%	66%	79%	79%
Folders, Binders & Accessories	70%	70%	75%	75%
Toner - HP	35%	35%	-	-
Toner - Non HP	32%	32%	61%	61%
IT Peripherals	34%	34%	32%	32%
Equipment	30%	30%	36%	36%
Toner - Reman	-	63%	63%	63%
Paper - Other	-	60%	71%	71%
Paper - 20# White (Recycled and Virgin)	-	-	79%	79%

National Brand Core List - 344 Items, Generic/Private Brand Core List - 88 Items

# Office Depot Advantages

- Florida based company
  - Corporate global headquarters in Boca Raton, Florida
  - 143 Florida retail stores (July 2010)
  - 5,274 Florida employees (July 2010)
  - 2,618 Florida contingent workers (July 2010)
  - State of Florida business taxes paid
    - 2007 – \$72,503,072, 2008 – \$61,678,319 & 2009 – \$51,053,929
- Corporate citizenship
  - The Office Depot Foundation has distributed over \$10.5 million in donations and grants to Florida schools, community colleges, universities, local and charity organizations. (2001 – 2009)
- Established FCMBE diversity program
  - Our “Florida certified minority business enterprise” partners provided over \$3.2 million in spend credit to state of Florida agencies in fiscal year 2009 – 2010
  - Office Depot has received multiple diversity awards including; office of supplier diversity “preeminent partner of the year” 2007 / 2009 and 2008 “partner of the year”

# Office Depot Advantages

- Office Depot state contract deployment / support
  - 2 regions / 9 districts, 5 sales offices:
    - Jacksonville / Orlando / Tallahassee / Tampa / Weston
  - Distribution center: Weston, Florida / alternate distribution center: Buford, Georgia, cross dock: Orlando
  - 103 field & support resources
- Customer service
  - Dedicated customer service team - approx. 60 agents
  - Service hours 7:00AM – 8:00PM EST Monday – Friday
  - Dedicated toll free number (888-777-4044)
  - 98% one call resolution
  - Continuous improvement via random “Voice of the Customer” surveys
  - Multiple “Stevie Awards” for exceptional customer service

# Office Depot Advantages

- For purchases in our Stores with linked state procurement cards or store purchasing cards
  - Users will receive the lower of the State of Florida contract prices or retail prices
  - Store register receipt recognizes this account as tax free
  - Easy to reconcile procurement card statements at the end of the month
  - All in-store purchases will be tracked and sales data will be included in our standard reporting
  - There are currently more than 11,500 p-cards registered on the current State of Florida agreement

# Office Depot Advantages

- 11 years State of Florida contract experience
  - Established customer profiles
    - Developed agency / end-user specific ordering processes
    - Billing and shipping addresses
    - Secured login credentials
    - Custom shopping list
    - Tiered approval process
  - Established My Florida Marketplace partnership
    - Ariba infrastructure in place
    - Integrated punch out catalog
    - Purchase requisition = direct order = CXML invoice = EFT payment
    - Proven exception process / less than 24 hours
  - Established reporting capabilities
    - Service level agreements
    - Business reviews

# Summary

- Office Depot is proud to have had an 11 year relationship with the State of Florida, and to continue this relationship as part of the new contract award
  - We have your accounts already setup and implemented
  - We eliminate the need for extensive re-training/conversion costs
- Based on the State's evaluation:
  - We have the best pricing proposal
  - We have the best score on the seven qualification questions
  - We have the largest product selection
- We look forward to continuing to meet your needs, and to providing the best value to Public Sector customers in the State of Florida



**Office DEPOT®**

**Contract-Top 75 by Qty****Mar-08****Sample Report**

Parent Number	Product Code	Product Description	MTD-QTY	MTD-Total Sales
7777777	950162	CRAYONS,8CT,CRAYOLA	3263	XXXXXXX
7777777	504928	PENCIL,COLORED,CRAYOLA,12	3186	XXXXXXX
7777777	956112	PAPER,FILER,CLG RULE,LTR	3072	XXXXXXX
7777777	814566	INDEX,5 TAB,CLEAR	3033	XXXXXXX
7777777	814822	INDEX, 8 TAB, CLEAR	2879	XXXXXXX
7777777	910141	GLUE,ELMERS,4OZ,WHITE	2851	XXXXXXX
7777777	910273	GLUE STICK,SML,.29OZ,UHU	2828	XXXXXXX
7777777	810838	FOLDER,FILE,LETTER,1/3 CU	2802	XXXXXXX
7777777	348037	PAPER,COPY,8.5X11,BOND	2440	XXXXXXX
7777777	173047	TAPE,MAGIC,3M,3/4X1296	2345	XXXXXXX
7777777	729525	BINDER,VUE,3RG,11X8.5,1 C	1726	XXXXXXX
7777777	909119	FLUID,CORRECTION,MULTIPUR	1658	XXXXXXX
7777777	992685	POCKET,FILE,LTR,5 1/4 CA	1600	XXXXXXX
7777777	928150	MARKER,DRY ERASE,BLK	1570	XXXXXXX
7777777	438390	COVER,REP,PORTW/TANG 10,2	1494	XXXXXXX
7777777	949362	CRAYON,CRAYOLA,3-5/8 ,16-	1493	XXXXXXX
7777777	910430	TAPE,INVISIBLE,3/4 X36YD	1446	XXXXXXX
7777777	347005	PAPER,COPY,PLUS,11 ,20#,W	1426	XXXXXXX
7777777	729624	BINDER,OVERLAY,CLEAR,2 ,W	1401	XXXXXXX
7777777	992701	POCKET,FILE,LTR,3 1/2 CA	1335	XXXXXXX
7777777	808857	CLIP,BINDER,SMALL,12/BX	1318	XXXXXXX
7777777	405891	DISK,OFFICE DEPOT,3.5,IBM	1299	XXXXXXX
7777777	848903	PEN,OFFICE DEPOT,MEDIUM,B	1269	XXXXXXX
7777777	808121	BOX, STORAGE LETTER 24	1188	XXXXXXX
7777777	729558	BINDER,OVERLAY,CLEAR,1.5	1134	XXXXXXX
7777777	492405	BINDER,3RG,VNL,11X8.5,1 B	1091	XXXXXXX
7777777	368738	PAD,NOTE,HIGHLAND,3 X3 ,1	1012	XXXXXXX
7777777	275474	PAPER,COPY,XEROX,8.5X11,C	966	XXXXXXX
7777777	666537	TAPE,MASKING,HIGHLAND,1 X	961	XXXXXXX
7777777	808865	CLIP,BINDER,MED,12 CLIPS/	927	XXXXXXX
7777777	696526	BATTERY,SIZE AA,ALKALINE	924	XXXXXXX
7777777	422957	CALCULATOR,HH,SOLAR,SL300	918	XXXXXXX
7777777	733601	PENCIL,#2,OD,72/BX	909	XXXXXXX
7777777	313676	RULER,12 ,INCH/METRIC,PLS	880	XXXXXXX
7777777	169771	CARTRIDGE,INK,BLK,51645A	875	XXXXXXX
7777777	452367	FLAG,TAPE,IN DISP,2PK,RED	865	XXXXXXX
7777777	991992	CLIPBOARD,LTR,9X12-1/2	862	XXXXXXX
7777777	308478	CLIP,PAPER,#1 REG,SMOOTH	859	XXXXXXX
7777777	539262	SCISSORS,KIDS,BLUNT TIP,5	830	XXXXXXX
7777777	307512	ERASER,DRY ERASE,EXPO	798	XXXXXXX
7777777	729640	BINDER,VUE,3RG,11X8.5,3 C	790	XXXXXXX
7777777	502351	SCISSORS,STUDENT,LH/RH,7	788	XXXXXXX
7777777	305466	PAD,PERF,8.5X11,OD,LGL RL	784	XXXXXXX
7777777	207902	STAPLES,STD,CHISEL POINT	782	XXXXXXX
7777777	444808	BOX,CORRUGATED,15X12X10	773	XXXXXXX

77777777	990028	HIGHLIGHTER,BRITELINER,YE	735	xxxxxxx
77777777	910281	GLUE,STICK,LRG,.74OZ,UHU	731	xxxxxxx
77777777	950055	MARKER,CLASSIC,CRAYOLA,SE	677	xxxxxxx
77777777	368720	PAD,NOTE,HIGHLAND,1.5X2,Y	672	xxxxxxx
77777777	173013	TAPE,MAGIC,3M,1/2X1296	655	xxxxxxx
77777777	940650	PAPER,COPY,RECYCLED,8.5X1	595	xxxxxxx
77777777	196048	REFILL,PEN,STAY-PUT,BLACK	571	xxxxxxx
77777777	844555	ENVELOPE,4.12X9.5,WOVN,50	570	xxxxxxx
77777777	810929	FOLDER HANGING LTR 1/3 CU	566	xxxxxxx
77777777	433664	PORTFOLIO,POCKET,TWIN,10P	558	xxxxxxx
77777777	844746	ENVELOPE,CLASP,10X13,28LB	548	xxxxxxx
77777777	909309	CLIP,BINDER,MINI,1/4IN,12	544	xxxxxxx
77777777	625467	PENCIL,EARTHWRITE,RECY,#2	523	xxxxxxx
77777777	172681	CARTRIDGE,INKJET,HP #78,T	517	xxxxxxx
77777777	495234	REMOVER,STAPLE,#10	516	xxxxxxx
77777777	848929	PEN,OFFICE DEPOT,MED,12PK	498	xxxxxxx
77777777	909291	PEN,CORRECTION,FINE PT,WH	483	xxxxxxx
77777777	308239	CLIP,PAPER,JUMBO,SMOOTH,1	482	xxxxxxx
77777777	524405	BOOK,STENO,6X9,70CT,GREEN	467	xxxxxxx
77777777	643923	DUSTER,CLEANING,AIR,OD	453	xxxxxxx
77777777	535120	POCKET,FILE,LTR,1 3/4 CA	450	xxxxxxx
77777777	373829	PEN,BALL PT,MED,FLEXGRIP	449	xxxxxxx
77777777	193053	PEN,RB,JIMNIE,BLK	449	xxxxxxx
77777777	928168	MARKER,DRY ERASE,REG,8/ST	435	xxxxxxx
77777777	438226	DISKETTE,3.5,DSHD,FMTD,10	434	xxxxxxx
77777777	445511	BATTERY,AAA,ENERGIZER,24B	429	xxxxxxx
77777777	814830	INDEX, 8 TAB, MULTI-COLOR	426	xxxxxxx
77777777	909762	RUBBERBAND,#19,1/4 LB	422	xxxxxxx
77777777	234922	ERASER,CAP,RED,12/PK	416	xxxxxxx
77777777	444960	BOX,CORRUGATED,18X12X10	384	xxxxxxx

**OVERALL- Top 75 by Qty**

**Mar-08**



(\*Denotes Core Item)

**Sample Report**

Parent Number	Product Code	Product Description	MTD-QTY	MTD-Total Sales	YTD QTY	YTD Total Sales
7777777	788701	8.5X1120LB84BRISPWHS100-3	8,200	xxxxxxx	8,700	xxxxxxx
7777777	826381	8.5X1120LB84BRXPWHD3HP1-	3,750	xxxxxxx	5,370	xxxxxxx
7777777	396251	BINDER,PL,VIEW,1.5 ,WHITE	3,337	xxxxxxx	4,945	xxxxxxx
7777777	950162	CRAYONS,8CT,CRAYOLA	3,263	xxxxxxx	3,373	xxxxxxx
7777777	504928	PENCIL,COLORED,CRAYOLA,12	3,186	xxxxxxx	3,285	xxxxxxx
7777777	956112	PAPER,FILER,CLG RULE,LTR	3,072	xxxxxxx	5,819	xxxxxxx
7777777	814566	INDEX,5 TAB,CLEAR	3,033	xxxxxxx	7,356	xxxxxxx
7777777	814822	INDEX, 8 TAB, CLEAR	2,879	xxxxxxx	5,287	xxxxxxx
7777777	910141	GLUE,ELMERS,4OZ,WHITE	2,851	xxxxxxx	2,999	xxxxxxx
7777777	910273	GLUE STICK,SML,,29OZ,UHU	2,828	xxxxxxx	3,111	xxxxxxx
7777777	810838	FOLDER,FILE,LETTER,1/3 CU	2,802	xxxxxxx	7,164	xxxxxxx
7777777	498865	FILLER,PAPER,200CT,WR,10.	2,695	xxxxxxx	3,756	xxxxxxx
7777777	396291	BINDER,PL,VIEW,1 ,WHITE	2,619	xxxxxxx	2,985	xxxxxxx
7777777	348037	PAPER,COPY,8.5X11,BOND	2,440	xxxxxxx	4,730	xxxxxxx
7777777	790131	8.5X1120LB84BRXPWHS1K-29	2,400	xxxxxxx	3,395	xxxxxxx
7777777	173047	TAPE,MAGIC,3M,3/4X1296	2,345	xxxxxxx	4,177	xxxxxxx
7777777	814608	INDEX, 5 TAB, MULTI-COLOR	2,234	xxxxxxx	2,735	xxxxxxx
7777777	932749	PAPER,FLR,3-RG,RECYC,C/M	2,113	xxxxxxx	2,173	xxxxxxx
7777777	729525	BINDER,VUE,3RG,11X8.5,1 C	1,726	xxxxxxx	3,201	xxxxxxx
7777777	250985	BOOK,COMP,RLD,10X7-7/8,80	1,714	xxxxxxx	1,714	xxxxxxx
7777777	909119	FLUID,CORRECTION,MULTIPUR	1,658	xxxxxxx	3,283	xxxxxxx
7777777	992685	POCKET,FILE,LTR,5 1/4 CA	1,600	xxxxxxx	5,036	xxxxxxx
7777777	790171	8.5X1120LB84BRXPWHD400-9	1,600	xxxxxxx	1,600	xxxxxxx
7777777	928150	MARKER,DRY ERASE,BLK	1,570	xxxxxxx	2,598	xxxxxxx
7777777	438390	COVER,REP,PORTW/TANG 10,2	1,494	xxxxxxx	1,994	xxxxxxx
7777777	949362	CRAYON,CRAYOLA,3-5/8 ,16-	1,493	xxxxxxx	1,504	xxxxxxx
7777777	910430	TAPE,INVISIBLE,3/4 X36YD	1,446	xxxxxxx	3,078	xxxxxxx
7777777	347005	PAPER,COPY,PLUS,11 ,20#,W	1,426	xxxxxxx	3,045	xxxxxxx
7777777	729624	BINDER,OVERLAY,CLEAR,2 ,W	1,401	xxxxxxx	2,766	xxxxxxx
7777777	992701	POCKET,FILE,LTR,3 1/2 CA	1,335	xxxxxxx	5,248	xxxxxxx
7777777	808857	CLIP,BINDER,SMALL,12/BX	1,318	xxxxxxx	2,570	xxxxxxx
7777777	405891	DISK,OFFICE DEPOT,3.5,IBM	1,299	xxxxxxx	2,816	xxxxxxx
7777777	848903	PEN,OFFICE DEPOT,MEDIUM,B	1,269	xxxxxxx	2,633	xxxxxxx
7777777	808121	BOX, STORAGE LETTER 24	1,188	xxxxxxx	1,876	xxxxxxx
7777777	729558	BINDER,OVERLAY,CLEAR,1.5	1,134	xxxxxxx	2,048	xxxxxxx
7777777	492405	BINDER,3RG,VNL,11X8.5,1 B	1,091	xxxxxxx	2,040	xxxxxxx
7777777	164741	CORD,NECK,NYLON,BE	1,039	xxxxxxx	2,321	xxxxxxx
7777777	689745	PAPER,FILLER,200CT,CR,10.	1,037	xxxxxxx	1,280	xxxxxxx
7777777	368738	PAD,NOTE,HIGHLAND,3 X3 ,1	1,012	xxxxxxx	1,926	xxxxxxx
7777777	921203	POCKET,FILE,1.75 EXP,MLA	1,000	xxxxxxx	1,000	xxxxxxx
7777777	275474	PAPER,COPY,XEROX,8.5X11,C	966	xxxxxxx	1,891	xxxxxxx
7777777	666537	TAPE,MASKING,HIGHLAND,1 X	961	xxxxxxx	1,210	xxxxxxx
7777777	808865	CLIP,BINDER,MED,12 CLIPS/	927	xxxxxxx	1,698	xxxxxxx
7777777	696526	BATTERY,SIZE AA,ALKALINE	924	xxxxxxx	1,967	xxxxxxx
7777777	422957	CALCULATOR,HH,SOLAR,SL300	918	xxxxxxx	1,271	xxxxxxx

\*Denotes Core Item

Overall-Top 75

77777777	936161	FOLDER,CLASIF,LTR,2DIV,PS	916	xxxxxxx	1,026	xxxxxxx	
77777777	733601	PENCIL,#2,OD,72/BX	909	xxxxxxx	1,281	xxxxxxx	*
77777777	313676	RULER,12 ,INCH/METRIC,PLS	880	xxxxxxx	1,003	xxxxxxx	*
77777777	169771	CARTRIDGE,INK,BLK,51645A	875	xxxxxxx	1,753	xxxxxxx	*
77777777	452367	FLAG,TAPE,IN DISP,2PK,RED	865	xxxxxxx	1,649	xxxxxxx	*
77777777	991992	CLIPBOARD,LTR,9X12-1/2	862	xxxxxxx	1,440	xxxxxxx	*
77777777	308478	CLIP,PAPER,#1 REG,SMOOTH	859	xxxxxxx	1,530	xxxxxxx	*
77777777	396271	BINDER,PL,VIEW,1.5 ,BLACK	847	xxxxxxx	899	xxxxxxx	
77777777	539262	SCISSORS,KIDS,BLUNT TIP,5	830	xxxxxxx	945	xxxxxxx	*
77777777	307512	ERASER,DRY ERASE,EXPO	798	xxxxxxx	1,027	xxxxxxx	*
77777777	162601	SSCOPY 11X17 CIRDBL	792	xxxxxxx	792	xxxxxxx	
77777777	729640	BINDER,VUE,3RG,11X8.5,3 C	790	xxxxxxx	1,305	xxxxxxx	*
77777777	502351	SCISSORS,STUDENT,LH/RH,7	788	xxxxxxx	1,193	xxxxxxx	*
77777777	305466	PAD,PERF,8.5X11,OD,LGL RL	784	xxxxxxx	1,697	xxxxxxx	*
77777777	207902	STAPLES,STD,CHISEL POINT	782	xxxxxxx	1,598	xxxxxxx	*
77777777	444808	BOX,CORRUGATED,15X12X10	773	xxxxxxx	2,030	xxxxxxx	*
77777777	128428	FOLDER,CLASS,LTR,1DIV,RED	768	xxxxxxx	868	xxxxxxx	
77777777	396241	BINDER,PL,VIEW,2 ,WHITE	742	xxxxxxx	1,127	xxxxxxx	
77777777	719451	SCISSORS,BLUNT TIP,ASTD C	740	xxxxxxx	746	xxxxxxx	
77777777	990028	HIGHLIGHTER,BRITELINER,YE	735	xxxxxxx	1,307	xxxxxxx	*
77777777	910281	GLUE,STICK,LRG,.74OZ,UHU	731	xxxxxxx	948	xxxxxxx	*
77777777	102936	PAPER,CONST,9X12,WHT	718	xxxxxxx	718	xxxxxxx	
77777777	749601	STAPLES,STANDARD,5000/BOX	708	xxxxxxx	1,940	xxxxxxx	
77777777	826581	8.5X1120LB84BRIXPWH3HP1K	700	xxxxxxx	700	xxxxxxx	
77777777	950055	MARKER,CLASSIC,CRAYOLA,SE	677	xxxxxxx	896	xxxxxxx	*
77777777	368720	PAD,NOTE,HIGHLAND,1.5X2,Y	672	xxxxxxx	1,354	xxxxxxx	*
77777777	681114	PORTFOLIO,PCKT/PRONG,MEAD	665	xxxxxxx	3,587	xxxxxxx	
77777777	173013	TAPE,MAGIC,3M,1/2X1296	655	xxxxxxx	803	xxxxxxx	*
77777777	940650	PAPER,COPY,RECYCLED,8.5X1	595	xxxxxxx	1,514	xxxxxxx	*
77777777	653436	INDEX,RG BK 5TAB,11X8.5,A	591	xxxxxxx	762	xxxxxxx	

# Recycled Sales

Mar-08



Sample Report

Customer Number	Customer Name	MONTH TO DATE			YTD TO DATE		
		MARCH Recycled Sales	MARCH TTL Sales	MARCH % of Recycled Sales	YTD Recycled Sales	YTD TTL Sales	YTD % of Recycled Sales
77777777	ABC Corporation	210,507	1,901,942	11.07%	426,646	3,708,474	11.50%
88888888	Business Group	0	1,402	0.00%	0	1,402	0.00%
88888881	Business Group	402	2,630	15.27%	643	5,132	12.53%
88888882	Business Group	0	0	0.00%	0	0	0.00%
88888883	Business Group	0	0	0.00%	0	0	0.00%
88888884	Business Group	130	1,503	8.62%	172	2,056	8.34%
11111111	Business Group	0	0	0.00%	0	0	0.00%
22222222	Business Group	0	467	0.00%	666	6,385	10.43%
33333333	Business Group	0	0	0.00%	0	0	0.00%
44444444	Business Group	922	7,366	12.52%	957	9,130	10.48%
55555555	Business Group	895	5,620	15.92%	2,072	12,760	16.24%
66666666	Business Group	28	1,126	2.50%	225	3,045	7.41%
88888888	Business Group	0	329	0.00%	0	329	0.00%
99999999	Business Group	244	3,830	6.36%	244	3,830	6.36%
11111110	Business Group	22	715	3.11%	22	715	3.11%
11111112	Business Group	0	0	0.00%	0	0	0.00%
11111113	Business Group	0	0	0.00%	0	318	0.00%
11111114	Business Group	31	400	7.67%	248	2,737	9.05%
11111115	Business Group	0	0	0.00%	0	0	0.00%
11111116	Business Group	0	119	0.00%	0	119	0.00%
11111117	Business Group	166	4,813	3.44%	294	5,879	5.00%
11111118	Business Group	0	9	0.00%	269	1,225	21.99%
11111119	Business Group	0	0	0.00%	0	0	0.00%
22222223	Business Group	820	14,388	5.70%	2,550	31,058	8.21%
22222224	Business Group	0	0	0.00%	0	0	0.00%
22222225	Business Group	226	1,390	16.28%	497	2,725	18.22%
22222226	Business Group	49	1,690	2.92%	808	4,976	16.24%
22222227	Business Group	0	0	0.00%	0	0	0.00%
22222228	Business Group	86	988	8.67%	203	1,587	12.80%
22222229	Business Group	0	0	0.00%	0	0	0.00%
22222230	Business Group	0	0	0.00%	0	0	0.00%
33333331	Business Group	0	0	0.00%	0	0	0.00%
33333332	Business Group	445	3,336	13.35%	722	6,336	11.39%
33333334	Business Group	3,424	20,863	16.41%	4,778	33,438	14.29%
33333335	Business Group	1,779	8,265	21.52%	2,148	12,602	17.05%
33333336	Business Group	0	0	0.00%	0	0	0.00%
33333337	Business Group	0	0	0.00%	0	0	0.00%
33333338	Business Group	390	5,783	6.75%	578	9,853	5.87%
33333339	Business Group	405	8,425	4.81%	405	9,492	4.27%
44444442	Business Group	0	0	0.00%	0	0	0.00%
44444443	Business Group	0	0	0.00%	0	0	0.00%
44444445	Business Group	0	0	0.00%	0	300	0.00%
44444446	Business Group	0	0	0.00%	0	0	0.00%
44444447	Business Group	0	0	0.00%	0	0	0.00%
44444448	Business Group	1,318	9,665	13.64%	3,110	24,308	12.79%
44444449	Business Group	11	170	6.61%	11	2,449	0.46%
55555551	Business Group	0	0	0.00%	0	0	0.00%
55555552	Business Group	0	0	0.00%	216	279	77.45%
55555553	Business Group	0	84	0.00%	88	653	13.46%
55555554	Business Group	0	50	0.00%	0	50	0.00%
55555556	Business Group	0	0	0.00%	0	624	0.00%
55555557	Business Group	132	1,942	6.82%	273	2,514	10.88%
55555558	Business Group	0	1,402	0.00%	0	2,371	0.00%
55555559	Business Group	164	1,085	15.15%	708	3,388	20.91%
66666661	Business Group	702	2,396	29.30%	702	2,404	29.20%
66666662	Business Group	0	0	0.00%	0	0	0.00%
66666663	Business Group	0	0	0.00%	0	0	0.00%
66666664	Business Group	1,971	23,574	8.36%	2,435	30,991	7.86%
66666665	Business Group	0	0	0.00%	0	0	0.00%
66666667	Business Group	0	0	0.00%	0	0	0.00%
66666668	Business Group	0	0	0.00%	0	0	0.00%
66666669	Business Group	1,309	20,144	6.50%	2,711	43,024	6.30%
77777771	Business Group	0	0	0.00%	21	1,702	1.23%
77777772	Business Group	0	173	0.00%	15	302	4.83%
77777773	Business Group	0	0	0.00%	0	0	0.00%

# Order Source

Mar-08



Sample Report		MONTH TO DATE							YTD TO DATE					
Customer Number	Customer Name	MARCH TTL Sales	MARCH Telemarketing	MARCH % of Telemarketing	MARCH Internet	MARCH % of Internet	MARCH POS	MARCH % of POS	YTD TTL Sales	YTD Telemarketing	YTD % of Telemarketing	YTD Internet	YTD % of Internet	YTD POS
7777777	ABC Corporation	1,901,942	492,555	25.90%	1,279,303	67.26%	130,019	6.84%	3,708,474	1,064,685	28.71%	2,388,697	64.41%	249,610
8888888	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
8888881	Business Group	1,402	1,402	100.00%	0	0.00%	0	0.00%	1,402	1,402	100.00%	0	0.00%	0
8888882	Business Group	2,630	0	0.00%	2,630	100.00%	0	0.00%	5,132	604	11.77%	4,528	88.23%	0
8888883	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
8888884	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
1111111	Business Group	1,503	226	15.01%	1,278	84.99%	0	0.00%	2,056	301	14.65%	1,755	85.35%	0
2222222	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333333	Business Group	467	467	100.00%	0	0.00%	0	0.00%	6,385	6,385	100.00%	0	0.00%	0
4444444	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
5555555	Business Group	7,366	1,359	18.45%	1,258	17.08%	4,748	64.47%	9,130	1,359	14.88%	2,690	29.46%	5,081
6666666	Business Group	5,620	0	0.00%	5,620	100.00%	0	0.00%	12,760	-29	-0.23%	12,789	100.23%	0
8888888	Business Group	1,126	1,126	100.00%	0	0.00%	0	0.00%	3,045	3,045	100.00%	0	0.00%	0
9999999	Business Group	329	329	100.00%	0	0.00%	0	0.00%	329	329	100.00%	0	0.00%	0
1111110	Business Group	3,830	3,702	96.65%	0	0.00%	128	3.35%	3,830	3,702	96.65%	0	0.00%	128
1111112	Business Group	715	-38	-5.36%	753	105.36%	0	0.00%	715	-38	-5.36%	753	105.36%	0
1111113	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
1111114	Business Group	400	141	35.37%	258	64.63%	0	0.00%	2,737	141	5.16%	2,596	94.84%	0
1111115	Business Group	0	0	0.00%	0	0.00%	0	0.00%	318	318	100.00%	0	0.00%	0
1111116	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
1111117	Business Group	119	119	100.00%	0	0.00%	0	0.00%	119	119	100.00%	0	0.00%	0
1111118	Business Group	4,813	413	8.58%	4,400	91.42%	0	0.00%	5,879	413	7.02%	5,466	92.98%	0
1111119	Business Group	9	9	100.00%	0	0.00%	0	0.00%	1,225	56	4.60%	1,168	95.40%	0
2222223	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
2222224	Business Group	14,388	-734	-5.10%	13,286	92.34%	1,836	12.76%	31,058	-922	-2.97%	28,356	91.30%	3,624
2222225	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
2222226	Business Group	1,390	1,390	100.00%	0	0.00%	0	0.00%	2,725	2,725	100.00%	0	0.00%	0
2222227	Business Group	1,690	-351	-20.77%	2,041	120.77%	0	0.00%	4,976	-351	-7.05%	5,327	107.05%	0
2222228	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
2222229	Business Group	988	240	24.28%	702	71.01%	47	4.71%	1,587	240	15.12%	1,300	81.94%	47
2222220	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333331	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333332	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333334	Business Group	3,336	2,967	88.93%	369	11.07%	0	0.00%	6,336	5,632	88.89%	704	11.11%	0
3333335	Business Group	20,863	784	3.76%	20,023	95.97%	56	0.27%	33,438	1,103	3.30%	32,083	95.95%	253
3333336	Business Group	8,265	64	0.78%	8,201	99.22%	0	0.00%	12,602	1,130	8.97%	11,472	91.03%	0
3333337	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333338	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
3333339	Business Group	5,783	406	7.02%	5,377	92.98%	0	0.00%	9,853	754	7.66%	9,099	92.34%	0
4444442	Business Group	8,425	-73	-0.87%	8,498	100.87%	0	0.00%	9,492	827	8.71%	8,665	91.29%	0
4444443	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
4444445	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
4444446	Business Group	0	0	0.00%	0	0.00%	0	0.00%	300	300	100.00%	0	0.00%	0
4444447	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
4444448	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
4444449	Business Group	9,665	0	0.00%	9,665	100.00%	0	0.00%	24,308	-242	-1.00%	24,550	101.00%	0
5555551	Business Group	170	170	100.00%	0	0.00%	0	0.00%	2,449	2,449	100.00%	0	0.00%	0
5555552	Business Group	0	0	0.00%	0	0.00%	0	0.00%	0	0	0.00%	0	0.00%	0
5555553	Business Group	0	0	0.00%	0	0.00%	0	0.00%	279	279	100.00%	0	0.00%	0
5555554	Business Group	84	84	100.00%	0	0.00%	0	0.00%	653	653	100.00%	0	0.00%	0
5555556	Business Group	50	50	100.00%	0	0.00%	0	0.00%	50	50	100.00%	0	0.00%	0



Parent No: 77777777

ABC Corporation



Sample Report Card

DESCRIPTION	Mar-08	YTD
TOTAL NUMBER OF ORDERS	9,766	17,561
TOTAL NUMBER OF ORDER LINES	55,539	98,915
INVOICE ACCURACY	99.89%	99.87%
ORDER FILL RATE	98.34%	98.75%
ON-TIME DELIVERY	98.72%	
PERCENT OF LINES FILLED	98.83%	98.91%
AVERAGE AMOUNT PER ORDER	\$190.95	\$211.18
TOTAL NUMBER OF BACKORDER LINES	669	1,007
AVERAGE NUMBER OF DAYS/BO LINE	3.17	3.11
TOTAL AMOUNT PURCHASED	\$1,901,942.20	\$3,708,473.52
TOTAL AMOUNT STOCKED INVENTORY	\$1,876,813.85	\$3,660,941.94
TOTAL AMOUNT SPECIAL ORDERS	\$25,128.35	\$47,531.58
TOTAL AMOUNT CREDIT	\$6,979.38	\$13,188.06
TOTAL NUMBER OF CUSTOMER RETURN LINES	879	1,447

Returns

Mar-08



Sample Report

Invoice Date	Customer ID	Customer Name	Total Number of Orders	Total Number of Returns	Customer Related	Damage/Defective	Delivery Related	% Total Returns	Total Number of Order Lines	Total Number of Return Lines	% Total Return Lines
<b>TOTAL</b>			9,766	457	387	28	42	4.68%	55,539	879	1.58%
March-04	44444444	Business Groups	0	0	0	0	0				
March-04	55555555	Business Groups	3	0	0	0	0				
March-04	66666666	Business Groups	18	0	0	0	0				
March-04	88888888	Business Groups	0	0	0	0	0				
March-04	99999999	Business Groups	0	0	0	0	0				
March-04	11111110	Business Groups	10	0	0	0	0				
March-04	11111112	Business Groups	0	0	0	0	0				
March-04	11111113	Business Groups	7	0	0	0	0				
March-04	11111114	Business Groups	0	0	0	0	0				
March-04	11111115	Business Groups	56	2	1	0	1				
March-04	11111116	Business Groups	20	0	0	0	0				
March-04	11111117	Business Groups	4	0	0	0	0				
March-04	11111118	Business Groups	1	0	0	0	0				
March-04	11111119	Business Groups	4	0	0	0	0				
March-04	22222223	Business Groups	15	1	1	0	0				
March-04	22222224	Business Groups	0	0	0	0	0				
March-04	22222225	Business Groups	5	0	0	0	0				
March-04	22222226	Business Groups	0	0	0	0	0				
March-04	22222227	Business Groups	0	0	0	0	0				
March-04	22222228	Business Groups	1	0	0	0	0				
March-04	22222229	Business Groups	51	3	3	0	0				
March-04	22222220	Business Groups	3	1	0	0	1				
March-04	33333331	Business Groups	0	0	0	0	0				
March-04	33333332	Business Groups	87	0	0	0	0				
March-04	33333334	Business Groups	0	0	0	0	0				
March-04	33333335	Business Groups	4	0	0	0	0				
March-04	33333336	Business Groups	3	1	1	0	0				
March-04	33333337	Business Groups	0	0	0	0	0				
March-04	33333338	Business Groups	8	0	0	0	0				
March-04	33333339	Business Groups	0	0	0	0	0				
March-04	44444442	Business Groups	0	0	0	0	0				
March-04	44444443	Business Groups	0	0	0	0	0				
March-04	44444445	Business Groups	16	0	0	0	0				
March-04	44444446	Business Groups	78	9	7	1	1				

March-04	44444447
March-04	44444448
March-04	44444449
March-04	55555551
March-04	55555552

Business Groups  
Business Groups  
Business Groups  
Business Groups  
Business Groups

26	0	0	0	0
0	0	0	0	0
0	0	0	0	0
37	1	1	0	0
22	2	2	0	0